

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
THE BROOKS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of The Brooks (hereinafter "Second Amendment") hereby amends that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions The Brooks recorded February 16, 2005, as Entry No. 9301255 in the office of the Salt Lake County Recorder, as amended ("Declaration"), and is hereby adopted by the Management Committee ("Board") for the Brooks Owners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

**RECITALS:**

A. This Second Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property"):

B. On or about February 16, 2005, a Declaration of Covenants, Conditions and Restrictions of The Brooks was recorded in the Salt Lake County Recorder's Office as Entry No. 9301255.

C. On or about February 16, 2005, a Plat Map of The Brooks Subdivision was recorded in the Salt Lake County Recorder's Office as Entry No.9301254 ("Plat").

D. On or about November 21, 2018, a First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Brooks was recorded in the Salt Lake County Recorder's Office as Entry No. 12890814 ("First Amendment").

E. On or about November 21, 2018, a First Amendment to the Bylaws of The Brooks was recorded in the Salt Lake County Recorder's Office as Entry No. 12890815 ("Amended Bylaws").

**CERTIFICATION**

By signing below, the Board hereby certifies that the Association, pursuant Article II, Section 24 of the Declaration, obtained the approval or written consent of Owners holding at least 51% of the total voting interest in the Association, approving, and consenting to the recording of this Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this Second Amendment, which shall be effective as of its recording date.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Declaration, as amended, remain in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

#### AMENDMENT

5. Article II, Section 29 is hereby deleted in its entirety and replaced with the following:

29. Enforcement. The Association shall have all powers granted to it by the Governing Documents and the Community Association Act (U.C.A. §57-8a-101 et. Seq.) to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; (7) initiate eviction proceedings against tenants who violate the Governing Documents; and (8) any other action or remedy allowed by the Governing Documents or Utah law.

The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action

against a specific Owner or Owners, or tenants, to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law. A legal action against an Owner under this section allowing the Association to assess legal costs against the Owner(s) or Lot(s), includes, but is not limited to, engaging legal counsel for the purpose of initiating the fine process through a violation letter.

The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

THE BROOKS OWNERS ASSOCIATION, INC.

[Signature]  
By: Mike E. Stone  
Its: Property Manager

STATE OF UTAH            )  
  : ss  
COUNTY OF                )

The foregoing instrument was acknowledged before me this 17 day of ~~February~~ November, 2023, Michael Stone, who by me being duly sworn, did say that he/she is the property manager of The Brooks Owners Association.

[Signature]  
Notary Public

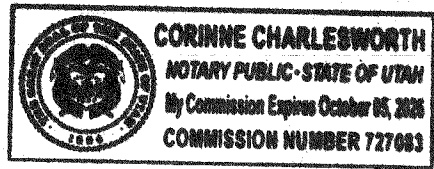


EXHIBIT "A"  
Legal Description  
23 Project Parcel Numbers and Legal Descriptions

All lots and common areas within "The Brooks, P.U.D. Subdivision" (Phase 1) and "The Brooks, P.U.D. Subdivision Phase 2" plat maps, as recorded with the Salt Lake County Recorder, including:

<u>Phase 1 Lots and Common</u>	<u>Phase 2 Lots and Common Area</u>
22092060160000	22092060270000
22092060170000	22092060280000
22092060180000	22092060290000
22092060190000	22092060300000
22092060200000	22092060310000
22092060210000	22092060320000
22092060220000	22092060330000
22092060230000	22092060340000
22092060240000	22092060350000
22092060250000	22092060360000
22092060260000 (Common Area)	22092060370000
	22092060380000