

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
WILLOW PARK VILLAS**

This amendment to the Declaration is executed on the date set forth below by the Willow Park Villas Owners Association, Inc. ("Association").

RECITALS

WHEREAS, the original Declaration of Covenants, Conditions, Easements and Restrictions for Willow Park Villas was recorded in the Office of the County Recorder of Utah County, Utah on July 18th, 2006 as Entry No. 90907:2006 (the "Declaration"), with respect to that certain parcel of real property situated in Utah County, State of Utah, and more fully described on Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, the Association adopted and recorded the following amendments to the Declaration in the official records of Utah County, Utah: Entry No. 21598 recorded on March 6, 2013.

WHEREAS, the following amendment is intended to update and revise the rental restrictions within the Association.

WHEREAS, the Declaration provides that it may be amended with the vote or agreement of at least 2/3rds of the total votes of the Association of the subject property.

WHEREAS, not less than 2/3rds of the total votes of the Association of the subject property has consented to this amendment to the Declaration.

NOW THEREFORE, the Association, by and through the Board, declares and amends as follows:

AMENDMENT I

Section 3.2.1 of the Declaration is deleted in its entirety.

AMENDMENT II

RENTING AND LEASING

Section 3.3.8 of the Declaration is deleted in its entirety and replaced by the following:

3.3.8 Leases.

3.3.8.1 Lease Agreement. Any agreement for the leasing, rental, or

occupancy of a Lot (hereinafter referred to as a "Lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences.

3.3.8.2 Default. Every Lease shall provide that its terms shall be subject in all respects to the provisions of the Community Documents, and any violation of the Community Documents shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration.

3.3.8.3 Lease Term. No Owner shall be permitted to lease his or her Lot for transient, hotel, seasonal, rental pool, or corporate executive use or purposes, which shall be deemed to be any Lease with an initial term of less than six (6) months. Leases with an initial term of less than six (6) months shall be prohibited, including daily or weekly rentals.

3.3.8.4 Entire Lot. No Owner may lease individual rooms to separate persons or lease less than his or her entire Lot. No mother-in-law apartments or partial leases of any kind shall be permitted.

3.3.8.5 Compliance. Any Owner who leases his or her Lot shall be responsible for ensuring his or her tenant(s) compliance with the Community Documents. The Board may request an Owner to evict his or her tenant(s) for any violation of the Community Documents. If so requested by the Board, the Owner shall have ten (10) days after receipt of written demand from the Board to commence eviction proceedings. If eviction proceedings are not commenced within ten (10) days, then the Association may initiate proceedings on behalf of the Owner, in which case the Owner shall be responsible to reimburse the Association for all incurred expenses and costs, including attorneys' fees. If an Owner fails to pay such expenses and costs to the Association within thirty (30) days of request, the Board may pursue all remedies of the Association for the collection thereof. Neither the Association nor any agent retained by the Association to manage the Community shall be liable to the Owner or tenant for any eviction under this Section that is made in good faith.

3.3.8.6 Lease Limit. A maximum number of no more than ten percent (10%) of the Lots may be leased at any given time ("Lease Limit"), unless an exemption (listed below) is approved or the law otherwise so requires.

3.3.8.7 Exemptions. The following classes of Owners shall be exempt from the Lease Limit:

3.3.8.7.1 Military Exemption. An Owner in the military for the period of the Owner's deployment;

3.3.8.7.2 Family Exemption. A Lot occupied by the Owner's grandparent, parent, child, grandchild, or sibling;

3.3.8.7.3 Charitable Service Exemption. An Owner who has relocated for charitable service;

3.3.8.7.4 Employment Relocation Exemption. An Owner whose employer has relocated the Owner for no less than two years;

3.3.8.7.5 Estate Planning Exemption. A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Lot, or the parent, child, or sibling of the current resident of the Lot.

3.3.8.7.6 Hardship Waiver. An Owner whose lease application has been denied because the Lease Limit has already been reached and who does not otherwise qualify for an exemption, may petition the Board for a temporary waiver due to undue hardships or practical difficulties such as the Owner's death, disability, or difficulty in selling the Lot due to market conditions in the area or other similar circumstances. The Board of Directors has absolute discretion in approving or denying an application. However, the Board of Directors may not approve a hardship application to lease a Lot for a period of more than one (1) year.

3.3.8.8 Grandfathered Lots. Lots being leased on the date this Amendment is recorded may continue to be leased until:

3.3.8.8.1 The Owner transfers the Lot by deed;

3.3.8.8.2 The Owner grants a life estate in the Lot;

3.3.8.8.3 If owned by a business entity, the Owner sells or transfers more than 75 % of its shares, stock membership interests, or partnership interests within a 12-month period;

3.3.8.8.4 An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot.

Grandfathered Lots shall count towards the Lease Limit and shall comply with all other provisions of this Section. Failure to do so will subject the Owner to the Association's remedies authorized in this Section for noncompliance of the restrictions herein. It is an Owner's responsibility to prove to the Board of Directors that the Owner is entitled to these grandfathering rights.

3.3.8.9 Lease Application. Each Owner desiring to lease a Lot shall apply to the Board for approval. The application shall contain all supporting documentation necessary to prove the Owner qualifies to lease his/her Lot under this Section 3.3.8 and any other documentation required by the Board of Directors to verify compliance herein. The Board may deny the application if it reasonably determines that the approval thereof would violate this Section 3.3.8.

3.3.8.10 Application Form; Approval Process. An application form, the application and approval process, and any other rules deemed necessary by the

Board of Directors to implement this Section may be established by resolution of the Board.

3.3.8.11 Tenant Information. Once a lease application is duly approved in writing by the Board, an Owner shall provide any information regarding the tenants so requested by the Board of Directors including, without limitation, the names and contact information of adult tenants and vehicle descriptions.

3.3.8.12 55 and Older. Any Owner who leases a Lot within the Community shall disclose in the advertisements or lease documents that the Community is a 55-year age restricted community under HOPA. An Owner's or the Owner's realtor's failure to disclose that this Community is intended to be operated for persons age 55 and older shall not prevent the Association from enforcing the age restriction policies against any Owner, Occupant and/or renter for non-compliance. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Any violation of this Declaration or of the Association Rules by a tenant shall also constitute a violation by the Owner, and the Board shall have the right to enforce this Declaration against the Owner and such tenant.

[Certification on Following Page]

CERTIFICATION

The undersigned President of Willow Park Villas Owners Association, Inc., hereby certifies that the Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Willow Park Villas were approved by a vote of at least 2/3rds of the undivided interest of ownership as required by the Declaration.

IN WITNESS WHEREOF, this amendment is hereby executed this 13 day of October in 2020.

Willow Park Villas Owners Association, Inc.

By Melvin McKay Hakiday
Its: President

State of Utah)
 ss.
County of Utah)

On the 13 day of October 2020 personally appeared before me Melvin McKay Hakiday who by me being duly sworn, did say that he/she is the President of Willow Park Villas Owners Association, and that within the foregoing instrument was signed of said Homeowners Association by authority of the consent of its members.

Notary Public [Signature]
Residing in Saratoga Springs

My commission expires: 9.5.2022



EXHIBIT A

LEGAL DESCRIPTION

All of WILLOW PARK VILLAS, A PLANNED UNIT DEVELOPMENT, PLAT "A"
Subdivision, as recorded at the Utah County Recorder's Office, State of Utah.

Parcel Nos: 55:670:001 and all others located within the willow Park Villas PUD, Plat A.