

CORAL SPRINGS CONDO HOA
c/o ROBERT PHELPS
3388 SOUTH 4000 WEST
WELLSVILLE, UT 84339

DOC # 20220046000

Amended Restrictive Covenants Page 1 of 4
Gary Christensen Washington County Recorder
10/10/2022 03:04:04 PM Fee \$ 40.00
By CORAL SPRINGS CONDO HOA



**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CORAL SPRINGS**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORAL SPRINGS has been approved and adopted by the Coral Springs Condominium Owners Association ("Association") and becomes effective when recorded with the Washington County Recorder's Office.

RECITALS

A. Coral Springs Condominiums is a resort condominium project located in Hurricane, Utah, Washington County that was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Covenants, Conditions, and Restrictions for Coral Springs" as recorded on November 7, 2006, as Entry Number 20060051813 with the Washington County Recorder ("Declaration").

B. The Declaration was amended by the "Amendment to Declaration of Covenants, Conditions, and Restrictions for Coral Springs" as recorded on May 19, 2008, as Entry Number 20080020525 with the Washington County Recorder (the "First Amendment").

C. The Association and unit owners desire to further amend the Declaration as provided below.

D. Section 14.1 of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty-seven percent (67%) of the total votes in the Association.

E. At least sixty-seven percent (67%) of the total votes in the Association have approved each of the Declaration amendments listed below.

F. Section 7.2 of the Declaration provides that the Association must receive approval by fifty-one percent (51%) of Mortgagees to pass amendments that may affect Mortgagee rights.

G. Pursuant to Section 7.4 of the Declaration, at least 51% of Mortgagees have approved each of the Declaration amendments listed below.

H. This Amendment to the Declaration shall be binding upon the property, including all units and common areas, and facilities. See Exhibit A.

I. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

J. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

K. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used or defined in the Declaration.

AMENDMENTS

Amendment One

Article 13 Section 13.4 of the Declaration is hereby amended to read as follows:

13.4. Use of Expansion Property. Any additional property annexed hereto by the Declarant shall be exclusively for residential purposes, with architecture approved by the Management Committee. The Units shall all be restricted to residential use. No other assurances are made as to the improvements which will be made on the expansion property. The Declarant shall have the sole discretion as to development of the common area in any expansion area and may include any facilities or amenities thereon that Declarant deems necessary, and such common areas shall be managed by the Association.

Amendment Two

Article 13 Section 13.5 of the Declaration, as amended by the First Amendment, is hereby amended to read as follows:

13.5. Maximum Number of Units. The total number of Units that may be added to the Condominium Project is two-hundred (200), in addition to the original twenty-six (26) contemplated with the first Condominium Plat was recorded. The total number of Units permitted as part of the Condominium Project shall be two-hundred twenty-six (226).

Amendment Three

The Declaration shall add Article 5 Section 5.13 to read as follows:

5.13. Notice of Assessments for New Development. All Unit Owners, by acceptance of a deed to a Unit, agree and understand that assessments for the common expenses may be used to the benefit of all Unit Owners, regardless of Owner's Unit style or Unit age.

Amendment Four

The Declaration shall add Article 5 Section 5.14 to read as follows:

5.13. Reinvestment Fee. The Management Committee, by resolution, shall have the right to establish a "Reinvestment Fee" assessment in accordance with this Section and Utah Code

§57-1-46. If established by the Management Committee, the following terms and conditions shall govern Reinvestment Fees.

(a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Washington County recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee.

(b) The amount of the Reinvestment Fee shall be set by the Board, in the Board's sole discretion, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

(c) The Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code § 57-1-46.

(d) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

CERTIFICATION

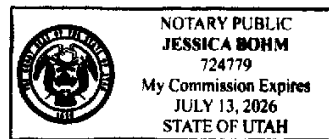
The Management Committee certifies that the foregoing amendments to the Declaration were duly approved as set forth in Section 14.1 and Section 7.2 of the Declaration. The Management Committee has authorized the president to execute this document on behalf of the Management Committee as a whole.

EXECUTED this 7 day of OCTOBER, 2022.

RP

Association President
ROBERT PHELPS

STATE OF UTAH)
) SS:
COUNTY OF Cache)



On the 7 day of October 2022, personally appeared before me Robert Phelps, who by me being duly sworn, did say that he/she is the President of the Coral Springs Condominium Owners Association, that he/she is authorized by the management committee of said association to execute this document, and that the foregoing information is true to the best of his/her knowledge.

EXHIBIT A
Legal Descriptions

ALL OF BUILDINGS A THROUGH B (AND ALL UNITS CONTAINED THEREIN), REC CENTER "C" AND ALL OPEN SPACE, COMMON AREA, LIMITED COMMON AREA, ALL OTHER AREAS, AND ALL FACILITIES APPURTENANT THERETO AS SHOWN ON CORAL SPRINGS CONDOMINIUMS PHASE 1 ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NUMBER 20060051812.

ALL OF BUILDINGS D THROUGH I (AND ALL UNITS CONTAINED THEREIN) AND ALL OPEN SPACE, COMMON AREA, LIMITED COMMON AREA, ALL OTHER AREAS, AND ALL FACILITIES APPURTENANT THERETO AS SHOWN ON CORAL SPRINGS CONDOMINIUMS PHASE 2 ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NUMBER 2008002379.

Washington County Utah Parcel Number H-4-2-4-440

S: 4 T: 42S R: 14W BEG AT PT N00*22'33" E 2273.96 FT ALG W SECL & N90*00'00" E 353.06 FT FM W1/4 COR SEC 4, T42S, R14W; PT BEING ON NLY B/L CORAL SPRINGS LLC PRPTY; TH N32*27'35" E 92.62 FT TO PT ON ARC OF 257.60 FT RAD CUR CNCV RGT, RAD PT BEARS S86*16'28" E; TH NELY ALG ARC OF SD CUR 369.62 FT THRU CTL ANG OF 82*12'37" TO PT OF NON-TNGY RAD PT BEARS S4*03'51" E; TH N42*33'38" E 73.38 FT; TH S26*25'12" E 150.38 FT; TH S60*21'28" E 247.79 FT; TH S20*37'07" W 286.56 FT; TH S29*52'45" W 164.10 FT TO NELY COR SD CORAL SPRINGS PRPTY; TH ALG SD BDRY FOL (5) CRSES: N30*30'41 W 119.09 FT; TH N34*18'29" W 50.00 FT TO PT ON ARC OF 275.00 FT RAD CUR CNCV RGT, RAD PT BEARS N34*18'29" W; TH SWLY ALG ARC OF SD CUR 27.88 FT THRU CTL ANG OF 5*48'34"; TH S61*30'12" W 103.87 FT TO PT ON ARC OF 527.50 FT RAD CUR CNCV LFT, RAD PT BEARS S60*11'10" W; TH NWLY ALG ARC OF SD CUR 323.16 FT THRU CTL ANG 35*06'02" TO PT OF TNGY SD PT ALSO BEING POB.