

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR EASTON PARK OWNERS' ASSOCIATION**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR EASTON PARK HOMEOWNERS ASSOCIATION is made and executed on the date set forth below and shall be effective upon recording in the Utah County Recorder's Office.



**RECITALS**

A. Whereas, the original Declaration of Protective Covenants, Conditions, & Restrictions for Easton Park Homeowners Association was recorded in the office of the County Recorder of Utah County, Utah on June 30, 2016 as Entry No. 59862:2016 of the Official Records (the "Declaration").

B. Whereas, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Easton Park Owner's Association recorded on July 31<sup>st</sup>, 2017 in the Utah County Recorder's Office, as Entry No. 73200:2017 ("First Amendment"). (The "Declaration" and "First Amendment" are referred together herein as "Declaration").

C. As set forth in Section 18.2 of the Declaration, Declarant has the right to unilaterally amend, modify, extend or revoke the Declaration during the Declarant Control Period. The Declarant Control Period means the period of time during which the Declarant has Class B Membership status. Under Section 2.17, Declarant remains a Class B Member until the later to occur of: (a) ninety (90) days following the date when Declarant transferred the last remaining Lot or Unit owned by Declarant, or (ii) ninety (90) days following the date when all of the Units within the Project have received a certificate of occupancy from the municipal authority having jurisdiction over the Project. The Project is therefore still within the Declarant Control Period and accordingly, Declarant is entitled to amend the Declaration.

D. Declarant desires to amend the Declaration as set forth below. This Amendment shall apply to the Project as it now exists as well and to any and all future phases and additional land and additional phases of the Project. The covenants, conditions and restrictions contained in this Amendment shall be enforceable equitable servitudes and shall run with the land.

**AMENDMENT**

The following provisions are incorporated into and made a part of the Declaration:

**Amendment One**

Article 2, Section 2.21 of the Declaration is hereby revised and amended to read as follows:

2.21. Limited Common Areas and Facilities means a portion of the Common Areas and Facilities, if any, allocated by the Declaration or the Act, as may be shown on the Plat or described in this Declaration, for the exclusive use of one or more, but fewer than all, of the

Units. Limited Common Areas may include driveways, parking areas, porches, storage areas, and balconies, but Declarant will have no obligation to include any of the foregoing features in the Project. Limited Common Area also includes the common stairwells and hallways that are not designated as Common Areas or Limited Common Areas on the Plat (but are located within a privately-owned Unit on the Plat) if such stairwells and hallways provide access to: two (2) or more Units, at least one Unit and at least one Commercial Space, or two (2) or more Commercial Spaces.

### **Amendment Two**

Article 5, of the Declaration is hereby revised and amended to read as follows:

#### 5. Description of Units, Lots, and Buildings.

Most, if not all, of the Buildings and Lots will contain two (2) or more Units, as shown on the Plat. Within the Project, the Units in some Buildings may be individually and separately owned (with each Unit having its own tax parcel identification number) while the Units in other Buildings may be commonly owned as a single parcel as shown on the Plat. If so approved by the applicable municipal authority, two (2) Buildings may be located adjacent to each other with a zero lot line. Each Unit shall consist of the interior surfaces of each residential dwelling or commercial space, if any, and its perimeter walls, bearing walls, floors, ceilings, and the windows and doors of each Unit. In addition, each Lot shall consist of the airspace above and the subsurface below the land and all of the area and Improvements above and below the surface of the land and within and part of the vertical boundaries defined by the Lot lines shown on the Plat, extended upwards to the heavens and downward to the center of the earth, included within the boundaries of each Lot. Each Lot (and the Unit or Units thereon) is to be comprised of all of the physical Improvements that pertain solely to the area in which the Unit is located or pertain solely to the Improvements within the Lot, including, without limitation, all physical facilities, installations, lines, foundations, equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations that connect or provide service only to the applicable Unit. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings of the Units in the Building; interior walls that support the Improvements within the Building as a whole or for the Units within the Building; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit. The Owner(s) of each Unit will be responsible for all costs and expenses associated with the maintenance and repair of the interior of the Unit.

The following items shall not be included in the definition of a Unit, but shall be considered Common Areas and Facilities to be maintained by the Association (or Limited Common Areas to be maintained by a particular Owner if so provided elsewhere in this Declaration or on the Plat): the exterior surfaces of the Buildings, the roofs of the Buildings, all storage spaces accessible from hallways or stairwells which hallways or stairwells are designated as Common Areas or Limited Common Areas, all landscaping and yard areas located outside of the footprint of each Building, as more fully described in Section 6 of this Declaration. Utility meters or other Improvements may be attached to any portion of the exterior of a Building for the benefit of multiple Units within that Building or within adjoining or nearby Units. Such

meters or common Improvements will be considered Common Areas and Facilities maintained by the Association, or, as applicable, the appropriate utility company.

### **Amendment Three**

Article 6, Section 6.1 of the Declaration is hereby revised and amended to read as follows:

6.1 The Common Areas and Facilities shall mean and include those portions of the Property that are not part of the Units, and shall include, without limitation, the open space areas of the Project, the common landscaping of the Project, the non-public roadways, streets and walkways, if any, within the Project, the entry/exit gates and related Improvements, if any, within the Project, storage spaces located outside of a Unit (storage spaces containing fire suppression systems or fire suppression equipment shall be Common Areas generally and other storage spaces shall be Limited Common Areas as further described herein) as well as any other areas in the Project that are not designated as a Lot, Building, or Unit on the Plat. The Common Areas and Facilities also include the roofs and exterior surfaces of the Buildings including utility meters, if any, on the exterior of the Buildings; the grounds and certain parking areas in the Project, if any, designated as part of the Common Areas and Facilities on the Plat; all landscaping; all fencing installed by Declarant; the park-strips (if any) designated as Common Areas on the Plat; all apparatuses and installations existing for common use of all Owners and their tenants or guests; and all repairs, maintenance, clearing (snow), and replacements of any of the foregoing. Parking stalls, if any, which are Common Areas and Facilities may be utilized for locating trash containers and similar items if needed by the Association. Moreover, the Association, (not the Owners individually) shall be responsible for all maintenance and repair, and snow-removal, of the driveways, sidewalks, and landscaping within the Project even if all or any portion of such areas are technically located within the boundaries of any Lot as shown on the Plat.

The Common Areas and Facilities shall also include, without limitation, a clubhouse, pool, or other recreational amenities or facilities if the same are constructed as part of this Project. This provision shall not be construed to require the construction or installation of any clubhouse, pool, or other such common amenities or facilities.

### **Amendment Four**

Article 7, Section 7.1 of the Declaration is hereby revised and amended to read as follows:

7.1 Limited Common Areas and Facilities. Limited Common Areas and Facilities shall mean the portion of the Common Areas and Facilities, if any, shown as Limited Common Areas on the Plat or indicated in this Declaration as reserved for the use of certain Units or Buildings to the exclusion of other Units or Buildings in the Project. Limited Common Areas and Facilities may include any balconies, attics, driveways, storage spaces, entry areas or gardens, or other areas, if any, indicated by the Declaration or the Plat to be for the exclusive use of one or more but fewer than all of the Units or Buildings in the Project.

Any storage space accessible from a hallway or stairwell, which hallway or stairwell is designated as Common Areas or Limited Common Areas, and located immediately adjacent to and within the same Building as a Unit shall be Limited Common Area assigned for the exclusive use of that Unit's Owner. However, notwithstanding the foregoing, any such storage space that contains a fire suppression system or fire suppression equipment shall be considered Common Area, shall not be assigned for the exclusive use of any Owner, and shall not be used by any Owner to store personal items. The Association shall have authority to revoke a Unit Owner's access and rights to use of a storage space upon such Owner's failure to properly care for such storage space or upon such Owner's violation of other Association rules or regulations.

Notwithstanding any provision in the Declaration to the contrary, the Association shall be responsible to manage, maintain and repair - as a Common Expense of the Association - the common stairwells and hallways that are not designated as Common Areas or Limited Common Areas on the Plat (but are located within a privately-owned Unit on the Plat) if such stairwells and hallways provide access to: two (2) or more Units, at least one Unit and at least one Commercial Space, or two (2) or more Commercial Spaces. The stairwells and hallways that meet one of these criteria shall be treated as if they were Limited Common Areas for purposes of the maintenance and repair obligations of the Board and the Association.

Notwithstanding the foregoing, the Declarant shall have no obligation to construct any Limited Common Areas and Facilities within the Project. Owners may not reallocate Limited Common Areas and Facilities.

#### **Amendment Five**

Article 8, Section 8.3 of the Declaration is hereby revised and amended to read as follows:

8.3. Except as otherwise provided herein, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of any Building or Unit owned by such Owner and the surfaces of all interior walls, ceilings, floors and doors within such boundaries. However, Owners may not alter or modify any Common Areas or Limited Common Areas within the Project. Each Owner shall keep the interior of their Unit and Buildings, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In addition, each Owner shall keep their garages, driveways, patios, and storage spaces assigned to his or her exclusive use, if these features are included in the Project, in a good state of repair. In the event that any Unit or Building should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Unit or Building should fail to correct any condition or state' of disrepair which is Owner's responsibility promptly following written notice from the Board, the Board shall have the right, at the expense of such Owner and without liability to the Owner for trespass or otherwise, to enter said Unit, Building, garage, storage space, or other area and correct or eliminate said unsanitary condition or state of disrepair. The Association shall collect any costs or expenses incurred by the Association to correct or eliminate an unsanitary condition or state of disrepair by specific Assessment against the subject Unit(s)/Building.

**Amendment Six**

Article 9, Section 9.3 of the Declaration is hereby revised and amended to read as follows:

**9.3 The Common Areas and Facilities (including Limited Common Areas) shall be owned by the Association, and no Owner may bring any action for partition thereof.**

**Amendment Seven**

Article 10, Section 10.6 of the Declaration is hereby revised and amended to read as follows:

10.6 There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their personal property in the Common Areas and Facilities and Limited Common Areas and Facilities, including, without limitation, shared hallways or stairways, if any, within the Project, except with the prior consent of the Board and except that each Owner shall be permitted to store personal items in any storage space assigned for such Owner's exclusive use as provided herein.


**Amendment Eight**

Article 12, Section 12.1 of the Declaration is hereby revised and amended to read as follows:

12.1. The Board, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and Facilities, Limited Common Areas and Facilities, and all Improvements thereon and, except as otherwise provided herein, shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair. Except as otherwise provided herein, the Board shall be responsible for the maintenance and repair of the exterior of the Buildings, the roofs of the Buildings, and other Improvements and grounds designated as Common Areas and Facilities and Limited Common Areas and Facilities, including, without limitation, painting thereof, repair and replacement of exterior trim, siding, railings, roofs and fences, and the maintenance of all landscaping. The Board shall also be responsible for maintenance, repair and replacement of any and all other Common Areas and Facilities within the Project. The costs associated with the maintenance, replacement and repair of the Common Areas and Facilities shall be a Common Expense. The cost associated with the maintenance, replacement and repair of Limited Common Areas may be a Common Expense, if the cost applies to all Limited Common Areas in the Project, or an expense attributable exclusively to the affected Owners and enforceable as a Specific Assessment. Notwithstanding the foregoing, each Unit Owner shall be responsible for keeping the following Limited Common Areas in a good, clean, attractive, safe and sanitary condition and for bearing the cost of the same (even though the Association shall otherwise retain management and control of the following and shall otherwise remain responsible for repairs and replacement): any balconies, attics, driveways, entry areas, gardens, storage spaces, or other Limited Common Areas assigned for his or her exclusive use.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration as of the 31 day of May, 2018.

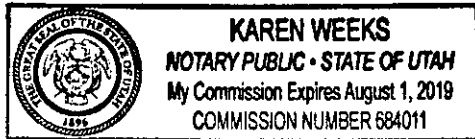
Vertical Development, LLC

  
By: Michael C. Miller  
Its: Managing Member

STATE OF UTAH    )  
                              :SS  
County of Utah    )

The foregoing instrument was executed before me this 31 day of May, 2018, by Michael C. Miller on behalf of Vertical Development, LLC, as Managing Member

  
Notary Public for Utah



**EXHIBIT "A"**BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point North 0°15'27" West 1010.98 feet along the section line and South 89°44'33" West 391.38 feet from the Southeast Corner of said Section 24 and running;

thence North 89°26'06" West 53.02 feet;  
 thence North 0°53'55" West 283.81 feet to a point of curvature;  
 thence 23.56 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (Long Chord Bears North 45°53'55" West 21.21 feet);  
 thence South 89°06'05" West 208.96 feet to a point of curvature;  
 thence 185.30 feet along the arc of a 367.00 foot radius curve to the left through a central of 28°55'44" (Long Chord Bears South 74°38'13" West 183.34 feet);  
 thence South 60°10'21" West 91.71 feet to a point of curvature;  
 thence 461.48 feet along the arc of a 435.00 foot radius curve to the right through a central angle of 60°47'02" (Long Chord Bears North 89°26'08" West 440.14 feet) to a point of reverse curvature;  
 thence 94.15 feet along the arc of a 177.50 foot radius curve to the left through a central angle of 30°23'31" (Long Chord Bears North 74°14'23" West 93.05 feet);  
 thence North 89°26'08" West 141.61 feet to a point of curvature;  
 thence 23.56 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (Long Chord Bears South 45°33'52" West 21.21 feet);  
 thence North 89°26'08" West 66.00 feet;  
 thence North 0°33'52" East 9.50 feet to a point of curvature;  
 thence 23.56 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (Long Chord Bears North 44°26'08" West 21.21 feet);  
 thence North 0°33'52" East 47.00 feet to a point of curvature;  
 thence 23.56 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'00" (Long Chord Bears North 45°33'52" East 21.21 feet);  
 thence North 0°33'52" East 55.78 feet to a point of curvature;  
 thence 6.79 feet along the arc of a 967.00 foot radius curve to the right through a central angle of 0°24'07" (Long Chord Bears North 0°21'48" East 6.79 feet);  
 thence North 0°09'45" East 204.97 feet to a point of curvature;  
 thence 22.52 feet along the arc of a 308.00 foot radius curve to the right through a central angle of 04°11'21" (Long Chord Bears North 02°15'25" East 22.51 feet);  
 thence North 04°21'06" East 101.85 feet to a point of curvature;  
 thence 13.82 feet along the arc of a 242.00 foot radius curve to the left through a central angle of 03°16'16" (Long Chord Bears North 02°42'58" East 13.81 feet);  
 thence North 01°04'50" East 1.27 feet;  
 thence South 89°51'40" East 1267.93 feet;  
 thence South 0°56'14" East 68.70 feet;  
 thence South 0°53'55" East 639.85 feet to the point of beginning.

Parcel contains 634,555 sq. ft. 14.567 acres.

**EXHIBIT "A" continued**BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point North 0°15'27" West 1005.37 feet along the section line and North 89°26'08" West 1683.91 feet from the Southeast Corner of said Section 24 and running;

thence North 89°26'08" West 454.62 feet;

thence North 0°20'59" East 695.46 feet;

thence South 89°51'41" East 463.70 feet;

thence South 01°04'50" West 1.27 feet to a point of curvature;

thence 13.82 feet along the arc of a 242.00 foot radius curve to the right through a central angle of 03°16'16" (Long Chord Bears South 02°42'58" West 13.81 feet);

thence South 04°21'06" West 101.85 feet to a point of curvature;

thence 22.52 feet along the arc of a 308.00 foot radius curve to the left through a central angle of 04°11'21" (Long Chord Bears South 02°15'25" West 22.51 feet);

thence South 0°09'45" West 204.97 feet to a point of curvature;

thence 6.79 feet along the arc of a 967.00 foot radius curve to the left through a central angle of 0°24'07" (Long Chord Bears South 0°21'48" West 6.79 feet);

thence South 0°33'52" West 55.78 feet to a point of curvature;

thence 23.56 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" (Long Chord Bears South 45°33'52" West 21.21 feet);

thence South 0°33'52" West 47.00 feet to a point of curvature;

thence 23.56 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" (Long Chord Bears South 44°26'08" East 21.21 feet);

thence South 0°33'52" West 215.18 feet to the point of beginning.

Parcel contains 317,222 sq. ft. 7.282 acres.

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point North 0°15'27" West 1010.98 feet along the section line and South 89°50'26" West 444.40 feet from the Southeast Corner of said Section 24 and running;

thence North 89°26'08" West 1239.47 feet;

thence North 0°33'52" East 205.68 feet;

thence South 89°26'08" East 66.00 feet to a point of curvature;

thence 23.56 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" (Long Chord Bears North 45°33'52" East 21.21 feet);

thence South 89°26'08" East 141.61 feet to a point of curvature;

thence 94.15 feet along the arc of a 177.50 foot radius curve to the right through a central angle of 30°23'31" (Long Chord Bears South 74°14'23" East 93.05 feet) to a point of reverse curvature;

thence 461.48 feet along the arc of a 435.00 foot radius curve to the left through a central angle of 60°47'02" (Long Chord Bears South 89°26'08" East 440.14 feet);

thence North 60°10'21" East 91.71 feet to a point of curvature;

thence 185.30 feet along the arc of a 367.00 foot radius curve to the right through a central angle of 28°55'44" (Long Chord Bears North 74°38'13" East 183.34 feet);

thence North 89°06'05" East 208.96 feet to a point of curvature;

thence 23.56 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" (Long Chord Bears South 45°33'55" East 21.21 feet);

thence South 0°53'55" East 283.81 feet to the point of beginning.

Parcel contains 269,129 sq. ft. 6.178 acres.