

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

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ESCALA (“Second Amendment”) is effective when recorded with the Utah County Recorder’s Office by the Escala Homeowners Association, Inc. (“Association”).

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions for Escala was recorded on April 21, 2022, as Entry No. 49798:2022 in the Office of the Utah County Recorder (“Declaration”).
- B. The Declaration was first amended on November 1, 2022 by Entry No. 114743:2022 recorded with the Utah County Recorder.
- C. The Association desires to amend the Declaration as set for in this Second Amendment and to remove the rental cap limiting the number of units that may be rented at any given time.
- D. Pursuant to Section 15.2 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by at least sixty-seven percent (67%) of the voting interests of the Association.
- E. This Second Amendment affects the real property situated in Utah County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and shall be binding on all parties having or acquiring any right, title, or interest to the Association or any part thereof.
- F. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- G. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration or any prior amendment, the provisions of this Second Amendment shall control.
- H. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

SECOND AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Covenants, Conditions & Restrictions, Section 9.13 (Leasing and Non-Owner Occupancy) is hereby amended and restated as follows:

(9.13) Leasing and Non-Owner Occupancy. The leasing and Non-Owner Occupancy of all Living Lots shall be governed by this Section and any Rules and procedures adopted as allowed in this Section.

(a) **Definitions.** For the purpose of this Section:

- (1) "Non-Owner Occupied" means: (1) for a living Lot owned in whole or in part by a natural individual or individuals, the Living Lot is occupied by one or more Persons who are not Owners, and no Owner(s) concurrently occupy the Living Lot as their primary residence; or (2) for a Living Lot owned entirely by one or more entities or trusts, the Living Lot is occupied by Persons who do not have a 25% or greater share of ownership of the entity or trust.
- (2) "Family Member" means: (1) the spouse, parent, sibling, or child of an Owner; or (2) in the case of a living Lot owned by a trust or other entity created for estate planning purposes, a Person occupying the Living Lot if the trust or other estate planning entity that owns the Living Lot was created for the estate of (i) the current Occupant of the Living Lot, or (ii) the spouse, parent, child, or sibling of the current Occupant of the Living Lot.
- (3) "Lease" means any agreement, whether written or not, providing for the Non-Owner Occupancy of a Living Lot.

(b) **Requirements for Leasing and Non-Owner Occupancy.** The Owners of all Leased or Non-Owner Occupied Living Lots must comply with the following provisions:

- (1) Any lease or agreement for Non-Owner Occupancy shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease agreement. If a lease agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.
- (2) Any lease or agreement for allowable Non-Owner Occupancy must be for an initial term of at least six (6) months. A Non-Owner Occupant may not occupy any Living Lot for transient, short-term,

hotel, resort, vacation, Airbnb, VRBO, or seasonal use (whether for pay or not). Except as a guest of an Owner, daily and weekly occupancy by Non-Owner Occupants is prohibited (whether for pay or not).

- (3) Before leasing any Living Lot, the Owner shall provide verification to the Association that the number of vehicles that will be parked within the Project by the Living Lot's residents does not exceed the number of vehicles that can fit within the garage and driveway (as applicable) of the Living Lot. Street parking and use of the visitor parking stalls is not allowed by residents.
 - (4) The Board is authorized to adopt further Rules related to Non-Owner Occupied Living Lots and the Occupants of those Living Lots. Such Rules may include, but are not limited to: requiring copies of lease or other agreements for Non-Owner Occupancy to be delivered to the Association, requiring informational forms to be filled out by Owners and/or Occupants' identifying Non-Owner Occupants' vehicles, phone numbers, etc., application and approval process, a waiting list, or any other reasonable administrative provisions the Board deems appropriate to enforce the requirements of this Section and the Governing Documents.
- (c) **Joint and Several Liability of Owner and Non-Owner Occupants.** The Owner of a Living Lot shall be responsible for the Non-Owner Occupants' and any guests' compliance with the Governing Documents and shall be jointly and severally liable for any violations thereof, including fines.
- (d) **Violations.**
- (1) If a Living Lot is leased in violation of this Section, the Board may assess fines against the Owner pursuant to a schedule of fines adopted by the Board.
 - (2) If a Living Lot is leased in violation of any provision of this Section, (regardless of whether any fines have been imposed) the Board may proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.
 - (3) If the Board determines that a Non-Owner Occupant has violated a provision of the Governing Documents, the Board may require an Owner to terminate a lease agreement with such Occupant.
 - (4) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from

any claim related to any action taken in good faith by any of them pursuant to this subsection.

- (5) Fines, charges, and expenses incurred in enforcing the Association's Governing Documents with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether the lawsuit or other action is commenced), shall be an individual assessment against the Owner and Living Lot which may be collected and foreclosed on by the Association.

The leasing restrictions and regulations set forth in this Section shall not apply to the Declarant or a Declarant affiliated entity.

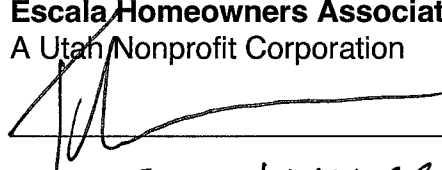
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CERTIFICATION

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Escala was reported to me by the Association's property manager as being approved by at least sixty-seven percent (67%) of the voting interests of the Association in the form of a written ballot.

DATED as of the 5 day of September, 2024.

Escala Homeowners Association, Inc.
A Utah Nonprofit Corporation



By: TYLER LAMARR

Its: Authorized representative

State of Utah)
) ss.
County of Salt Lake)

On the 5th day of September, 2024, personally appeared before me Tyler LaMarr who by me being duly sworn, did say that she/he is the attorney and authorized representative of Escala Homeowners Association, Inc. and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public 

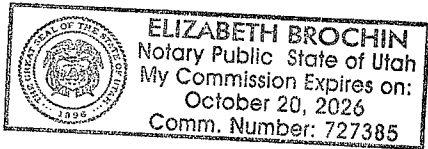


EXHIBIT A

Legal Description

ESCALA HOMEOWNERS ASSOCIATION, INC. - PLAT A

All Lots and Common Areas as shown on "Escala – Plat A" in the official records of Utah County.

- Serial Numbers 38:690:0101 through 38:690:0168

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SPANISH FORK, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE WEST LINE OF LOT 1, ACADEMY PARK SUBDIVISION PHASE 2 ACCORDING TO THE OFFICIAL PLATS THEREOF, SAID POINT BEING LOCATED N89°35'19"E ALONG THE QUARTER SECTION LINE 1648.58 FEET AND SOUTH 24.97 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID SUBDIVISION AND THE SOUTHERLY LINE OF ACADEMY PARK SUBDIVISION PLAT "B" ACCORDING TO THE OFFICIAL PLATS THEREOF, THE FOLLOWING THREE (3) COURSES: S18°32'15"E 0.83 FEET; THENCE N89°07'22"E 601.71 FEET; THENCE N70°43'55"E 260.82 FEET TO THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 84862:2002; THENCE S37°35'05"E ALONG SAID REAL PROPERTY 361.32 FEET; THENCE S52°22'53"W 266.62 FEET; THENCE N33°04'39"W 88.47 FEET; THENCE S56°55'21"W 137.44 FEET; THENCE S25°50'32"E 103.77 FEET; THENCE S36°57'47"W 102.73 FEET; THENCE N53°02'13"W 114.68 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 19.43 FEET THROUGH A CENTRAL ANGLE OF 92°45'09" (CHORD: S80°35'12"W 17.37 FEET); THENCE S34°12'38"W 5.38 FEET; THENCE ALONG THE ARC OF A 164.00 FOOT RADIUS CURVE TO THE RIGHT 51.22 FEET THROUGH A CENTRAL ANGLE OF 17°53'43" (CHORD: S43°09'29"W 51.01 FEET); THENCE S52°06'20"W 11.74 FEET; THENCE S53°02'13"E 218.29 FEET TO THE NORTHERLY LINE OF OLD MILL ESTATES AT SPANISH FORK PLAT "G" SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF; THENCE ALONG SAID NORTHERLY LINE S82°17'22"W 133.32 FEET TO THE SOUTHEAST CORNER OF PARCEL "C" OLD MILL ESTATES AT SPANISH FORK PLAT "F" SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF; THENCE ALONG THE BOUNDARY OF SAID PARCEL "C" THE FOLLOWING THREE (3) COURSES: N57°08'44"W 130.28 FEET; THENCE ALONG THE ARC OF A 2.50 FOOT RADIUS CURVE TO THE RIGHT 3.93 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N12°06'44"W 3.54 FEET); THENCE N32°53'16"E 23.80 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PLAT "F"; THENCE ALONG SAID NORTHEASTERLY BOUNDARY OF OLD MILL ESTATES AT SPANISH FORK PLATS "F, E & D" SUBDIVISIONS ACCORDING TO THE OFFICIAL PLATS THEREOF, THE FOLLOWING SIX (6) COURSES: N45°26'25"W 416.54 FEET; THENCE N41°08'35"W 21.14 FEET; THENCE N35°18'34"W 26.03 FEET; THENCE N32°40'14"W 80.48 FEET; THENCE N30°33'31"W 218.70 FEET; THENCE N89°59'54"E 3.15 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.18 ACRES
399,682 SQ FT

ESCALA HOMEOWNERS ASSOCIATION, INC. - PLAT B

All Lots and Common Areas as shown on "Escala – Plat B" in the official records of Utah County.

- Serial Numbers 38:701:0201 through 38:701:0246

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 84862:2002 IN THE OFFICIAL RECORDS OF UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°35'19"E ALONG THE QUARTER SECTION LINE 2717.10 FEET AND SOUTH 224.49 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID WESTERLY LINE OF THAT REAL PROPERTY S37°35'05"E 440.49 FEET; THENCE S61°07'58"W 402.21 FEET TO THE EASTERLY AND NORTHERLY LINE OF OLD MILL ESTATES AT SPANISH FORK PLATS "H" AND "G" SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF; THENCE ALONG SAID EASTERLY AND NORTHERLY LINES THE FOLLOWING FIVE (5) COURSES: N20°23'35"W 0.24 FEET; THENCE N14°47'25"W 75.06 FEET; THENCE N00°00'06"E 53.88 FEET; THENCE S82°17'20"W 107.70 FEET; THENCE S82°17'22"W 164.67 FEET; THENCE N53°02'13"W 218.29 FEET; THENCE N52°06'20"E 11.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 51.22 FEET WITH A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 17°53'43", CHORD: N43°09'29"E 51.01 FEET; THENCE N34°12'38"E 5.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 19.43 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 92°45'09", CHORD: N80°35'12"E 17.37 FEET; THENCE S53°02'13"E 114.68 FEET; THENCE N36°57'47"E 102.73 FEET; THENCE N25°50'32"W 103.77 FEET; THENCE N56°55'21"E 137.44 FEET; THENCE S33°04'39"E 88.47 FEET; THENCE N52°22'53"E 266.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.86 ACRES
211,592 SQ. FT.

114 Total Parcels