

After Recording Return To:
Quinn A. Sperry
MORRIS SPERRY
7070 South Union Park Center
Suite 220
Midvale, Utah 84047

**SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF COTTAGS at CAMELOT VILLAGE,
A PLANNED DEVELOPMENT (EXPANDABLE)**

This amendment is made and executed this 3 day of DECEMBER, 2014, by the Board of Trustees of the Cottages at Camelot Village Owners Association (the "Association").

Recitals

A. On November 9, 2001, the DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMELOT VILLAGE, A PLANNED DEVELOPMENT (EXPANDABLE) (the "Original Declaration") was recorded as Entry No. 116559:2001 with the Utah County Recorder's office, which subjected the real property known as the Cottages at Camelot Village located in Springville, Utah to the provisions of the Original Declaration.

B. On April 20, 2011, an AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS (the "First Amendment") was recorded with the Utah County Recorder's office as Entry No. 30277:2011 to amend, supersede, and replace Section 6.04 of the Original Declaration.

C. This document supersedes and replaces in its entirety the sections of the Original Declaration and the First Amendment, as stated herein.

D. This document affects the real property located in Utah County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference (the "Property").

E. As evidenced by this instrument, the Board of Trustees has obtained the affirmative vote or written consent of at least sixty percent (60%) of the total voting interests of the Association, as required by Sections 13.02 and 13.03 of the Original Declaration.

NOW, THEREFORE, pursuant to the foregoing, the Board of Trustees of the Association

hereby makes and executes this SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTAGES at CAMELOT VILLAGE, A PLANNED DEVELOPMENT (EXPANDABLE), which shall be effective as of its recording date.

1) **Amendment No. 1.** The paragraph defining the term “Owner” in Article II (Definitions) of the Original Declaration is hereby deleted in its entirety and replaced with the following language:

“Owner” shall mean the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held in joint tenancy or in which each Person holds at least a twenty-five percent (25%) undivided fee interest in the Lot, according to the records of the County Recorder of Utah County, Utah. Declarant shall be an Owner with respect to each Lot owned by it. Notwithstanding any applicable theory related to mortgages or deeds of trust, no mortgagee nor a trustee or beneficiary for a deed of trust shall be an Owner unless such Person acquires fee title pursuant to foreclosure, sale, or conveyance of the Lot through a deed-in-lieu of the foreclosure or sale. Multiple Owners of a particular Lot are jointly and severally liable as to all responsibilities of an Owner.

2) **Amendment No. 2.** The following language is added to Article II (Definitions) of the Original Declaration:

“Person” shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.

3) **Amendment No. 3.** The language of subparagraph (xi) of Section 6.04(c) of the First Amendment is deleted in its entirety and replaced with the following language:

(xi) **Requesting Unpaid Assessments from Tenant.** In the event that a Lot or Unit is leased, and the Owner fails to pay the Owner’s regular, special, or any other assessment to the Association for a period of more than 60 days after the assessment is due and payable, the Board, or its authorized agent, may demand that the tenant pay the future lease payments for the Lot or Unit to the Association until the Owner’s delinquent assessments are paid in full. The Board, or its authorization, may make this demand upon the tenant in accordance with the procedure set forth in Utah Code Ann. § 57-8a-310. In the event that the tenant fails to pay the future lease payments to the Association, the Association may take action to pursue the tenants for the unpaid lease payments. The Association may assess the Owner of the Lot or Unit for all attorneys’ fees, costs, and other collection expenses incurred in demanding the lease payments from the tenant and in any enforcement action against the Owner’s tenant.

4) **Amendment No. 4.** The following language is added as subparagraph (xiii) to Section 6.04(c) of the Original Declaration, as amended by the First Amendment:

(xiii) Any contract purchaser (as such term was previously included in the definition of an "Owner" under the terms of the Original Declaration) of a Lot or Unit as of the date that the SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTAGES at CAMELOT VILLAGE, A PLANNED DEVELOPMENT (EXPANDABLE) is recorded with the Utah County Recorder's office shall be grandfathered in as an "Owner" for purposes of the Original Declaration, the First Amendment, and this amendment. In the event that the written contract or agreement under which the contract purchaser is purchasing the Lot is terminated by the parties of the contract, the contract purchaser shall no longer qualify as "Owner."

- 5) **Conflicts.** All remaining provisions of the Original Declaration, the First Amendment, and any prior amendments not specifically amended in this amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Original Declaration, the First Amendment, or any prior amendments, the provisions of this document shall in all respects govern and control.
- 6) **Incorporation and Supplementation of Original Declaration and Prior Amendments.** This document is supplemental to the Original Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

[Intentionally Blank]

IN WITNESS THEREOF, the undersigned officer, director, or Trustee of the Association hereby certifies that the Board of Trustees has obtained the affirmative vote or written consent of at least sixty percent (60%) of the total voting interests of the Association as required by the Original Declaration.

COTTAGES AT CAMELOT VILLAGE
OWNERS ASSOCIATION

Orson H. Dietz
(Signature)

Print Name ORSON H. DIETZ

Its [Title]: PRESIDENT.

State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me this 3 day of December, 2014, by Orson H. Dietz, who by me being duly sworn, did say that he or she is the HOA President of the Cottages at Camelot Village Owners Association, and that this instrument was signed on behalf of said Association.



Cindi Ann Warwick
Notary Public

EXHIBIT A

FULL LEGAL DESCRIPTION

A tract of land located in the southeast quarter of Section 6, Township 8 South, Range 3 East, Salt Lake Base & Meridian.

Commencing at a point located $S 00^{\circ}36'05'' E 891.49$ feet along the section line and West 1,464.71 feet, from the East 1/4 corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base & Meridian, said point being the point of beginning; thence $S 89^{\circ}24'18'' W 217.40$ feet; thence $S 0^{\circ}35'42'' E 139.75$ feet; thence $S 89^{\circ}24'18'' W 25.91$ feet to a point of curvature; thence 8.10 feet along the arc of a 272.00 foot radius curve to the right, through a central angle of $1^{\circ}42'21''$, the chord bearing $N 89^{\circ}44'31'' W 8.10$ feet; thence $N 88^{\circ}53'21'' W 30.93$ feet to a point of curvature; thence 22.40 feet along the arc of a 14.00 foot radius curve to the right, through a central angle of $91^{\circ}39'23''$, the chord bearing $N 43^{\circ}03'39'' W 20.08$ feet to a point of curvature said point being on the easterly right-of-way of 1750 West Street; thence 103.43 feet along the arc of a 1467.00 foot radius curve to the right, through a central angle of $4^{\circ}02'23''$, the chord bearing $N 4^{\circ}47'14'' E 103.41$ feet to a point of reverse curvature along said right-of-way; thence 168.01 feet along the arc of a 1533.00 foot radius curve to the left, through a central angle of $6^{\circ}16'46''$, the chord bearing $N 3^{\circ}40'02'' E 167.93$ feet to a point of reverse curvature along said right-of-way; thence 21.72 feet along the arc of a 14.00 foot radius curve to the right, through a central angle of $88^{\circ}52'39''$, the chord bearing $N 44^{\circ}57'59'' E 19.60$ feet along the south boundary of Plat "A" Twin Homes at Camelot Village; thence $N 89^{\circ}24'18'' E 189.70$ feet along said boundary; thence $N 89^{\circ}31'40'' E 84.06$ feet along said boundary to a point on a non-tangent curve; thence 22.05 feet along the arc of a 14.00 foot radius curve to the left, through a central angle of $90^{\circ}14'42''$, the chord bearing $S 44^{\circ}31'39'' W 19.84$ feet; thence $S 0^{\circ}35'42'' E 146.07$ feet; to the point of beginning. Containing 1.254 acres, more or less.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying such real property, whether or not the same are reflected on the Plat.

PARCELS

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT A, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 36:935:0001; 36:935:0002; 36:935:0003; 36:935:0004; 36:935:0005; 36:935:0006.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT B, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:041:0005; 65:041:0006; 65:041:0007; 65:041:0008; 65:041:0009.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT C, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:024:0009; 65:024:0010; 65:024:0011; 65:024:0012; 65:024:0013; 65:024:0014.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT D, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:055:0013; 65:055:0014; 65:055:0015; 65:055:0016; 65:055:0017.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT E, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:062:0017; 65:062:0018; 65:062:0019; 65:062:0020; 65:062:0021; 65:062:0022.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT F, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:087:0021; 65:087:0022; 65:087:0023; 65:087:0024; 65:087:0025; 65:087:0026.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT G, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:088:0025; 65:088:0026; 65:088:0027; 65:088:0028; 65:088:0029.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT H, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:089:0029; 65:089:0030; 65:089:0031; 65:089:0032; 65:089:0033.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT I, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:090:0033; 65:090:0034; 65:090:0035; 65:090:0036; 65:090:0037; 65:090:0038.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT J, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:105:0037; 65:105:0038; 65:105:0039; 65:105:0040; 65:105:0041.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT K, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:106:0041; 65:106:0042; 65:106:0043; 65:106:0044; 65:106:0045.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT L, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:107:0045; 65:107:0046; 65:107:0047; 65:107:0048; 65:107:0049.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT M, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:123:0049; 65:123:0050; 65:123:0051; 65:123:0052; 65:123:0053; 65:123:0054.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT N, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:124:0053; 65:124:0054; 65:124:0055; 65:124:0056; 65:124:0057.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT O, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:125:0057; 65:125:0058; 65:125:0059; 65:125:0060; 65:125:0061.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT P, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:126:0061; 65:126:0062; 65:126:0063; 65:126:0064; 65:126:0065.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT Q, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:138:0065; 65:138:0066; 65:138:0067; 65:138:0068; 65:138:0069; 65:138:0070; 65:138:0071.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT R, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:135:0071; 65:135:0072; 65:135:0073; 65:135:0074; 65:135:0075; 65:135:0076.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT S, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:136:0075; 65:136:0076; 65:136:0077; 65:136:0078; 65:136:0079.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT T, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:137:0079; 65:137:0080; 65:137:0081; 65:137:0082; 65:137:0083; 65:137:0084.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT U, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:115:0083; 65:115:0084; 65:115:0085; 65:115:0086; 65:115:0087.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT V, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:116:0087; 65:116:0088; 65:116:0089; 65:116:0090; 65:116:0091.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT W, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:127:0091; 65:127:0092; 65:127:0093; 65:127:0094; 65:127:0095.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT X, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:128:0095; 65:128:0096; 65:128:0097; 65:128:0098; 65:128:0099.

ALL UNITS IN THE COTTAGES AT CAMELOT VILLAGE PD, PLAT Y, AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 65:139:0099; 65:139:0100; 65:139:0101; 65:139:0102; 65:139:0103.