

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF LAKESIDE AT SARATOGA SPRINGS**

This SECOND AMENDMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKESIDE AT SARATOGA SPRINGS (the "Second Amendment") is entered by Lakeside at Saratoga Springs Homeowners, Inc., a Utah nonprofit corporation (the "Association").

RECITALS

G. The AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKESIDE AT SARATOGA SPRINGS (the "Declaration") for the Association was recorded with the Utah County Recorder's office on February 19, 2014 as Entry No. 11068:2014.

H. An AMENDMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKESIDE AT SARATOGA SPRINGS for the Association was recorded with the Utah County Recorder's office on November 7, 2014 as Entry No. 80464:2014.

I. A SUPPLEMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE AT SARATOGA SPRINGS was recorded with the Utah County Recorder's office on November 10, 2014 as Entry No. 80907:2014.

J. This Second Amendment affects the real property located in Utah County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

K. The Association desires to amend the Declaration as set forth in this Second Amendment. This Second Amendment is adopted to: (1) alter the definition of "Common Areas" to reflect conveyance of the clubhouse area, spa, and swimming pool to the Saratoga Springs Owners Association, and (2) delete references to the aforementioned common area facilities in accordance with the conveyance of the clubhouse area, spa, and swimming pool to the Saratoga Springs Owners Association.

L. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

M. Pursuant to Article 13, Sections 13.1.1 and 13.1.2 of the Declaration, the undersigned hereby certifies that this Amendment was approved by at least sixty-seven percent (67%) of the total votes in the Association present in person or by proxy at a meeting of the Association held on the 7, day of July, 2017.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this Second Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

1) **Amendment No. 1.** Article 1, Section 1.6 shall be deleted in its entirety and replaced by the following new Section 1.6:

1.28 **"Common Areas"** shall, unless otherwise provided in the Declaration, mean the common area and open space within the Project and as reflected on the Map, and any improvements thereon, and all other parts of the Project outside of the Lots not dedicated to the public. In accordance with the Map, the Common Areas are owned by the Association.

2) **Amendment No. 2.** Article 4, Section 4.1.1 shall be deleted in its entirety and replaced by the following new Section 4.1.1:

Subject to all other terms of the Governing Documents, each Owner shall have the right and a nonexclusive easement for use and enjoyment of the Common Areas and facilities, subject to any other restrictions related to such use. Such right and nonexclusive easement shall be appurtenant to and shall pass with title to each Lot and in no event shall such appurtenant rights be separated therefrom. Occupants shall have the same access and use rights to the Common Area and facilities as an Owner. All such rights shall be subject to any Rules established by the Board of Directors.

3) **Amendment No. 3.** Article 4, Section 4.2 of the Declaration is amended to delete ", which includes the clubhouse and pool," and shall remain the same except as modified by that deletion.

4) **Conflicts.** All remaining provisions of the Declaration 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 Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

5) **Incorporation and Supplementation of Declaration.** This document is supplemental to the 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.

IN WITNESS WHEREOF, the Association has executed this SECOND AMENDMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKESIDE AT SARATOGA SPRINGS as of the day and year written below.

DATED as of the 5 day of July, 2017.

LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., a Utah nonprofit corporation

By: Robert N. Nyberg
Name: ROBERT N. NYBERG
Its: President

By: Robert B. Pack
Name: ROBERT B. PACK
Its: Secretary

STATE OF UTAH)
)
COUNTY OF Salt Lake) :SS

On 7/5/17, before me, Sharon Kearns, Notary Public, personally appeared Robert N. Nyberg and Robert B. Pack, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity as PRESIDENT and SECRETARY of the LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

[Signature]
Notary Public

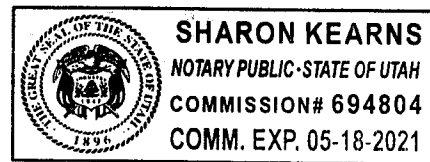


EXHIBIT A

Legal Description

ALL LOTS WITHIN SARATOGA SPRINGS NO. 23 PLANNED UNIT DEVELOPMENT SUBDIVISION AMENDED AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 66:141:0026 through 66:141:0042

ALL LOTS WITHIN THE SARATOGA SPRINGS NO. 24 PLANNED UNIT DEVELOPMENT SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 66:142:0001 through 66:142:0061

LESS: Lot 2326, with Parcel # 66:141:0026