

AFTER RECORDING PLEASE RETURN TO:
Slate Creek Condominiums, L.L.C.
270 East 930 South
Orem, UT 84058

ENT83818:2020 PG 1 of 8
Jeffery Smith
Utah County Recorder
2020 Jun 17 02:46 PM FEE 116.00 BY MA
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**Restated Second AMENDMENT TO
DECLARATION OF CONDOMINIUM
(Including Owner Association Bylaws)**

**SPRING CREEK CONDOMINIUMS
An Expandable Condominium Project
Provo City, Utah County, Utah**

THIS SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM (the "Second Amendment to Declaration") is made this 16th day of June 2020, by Slate Creek Condominiums, L.L.C., ("Declarant"), pursuant to the provisions of Sections 57-8-1 *et seq.* of the *Utah Code (1953)*, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

- a) All defined terms as used in the Second Amendment to Declaration shall have the meanings ascribed to them herein or, as the case may be, in the Condominium Project's Declaration of Condominium, recorded by the Declarant in the Public Records as Entry # 114601:2019 recorded Nov. 4, 2019.
- b) Declarant is the developer of the Project and recorded a Record of Survey Map Filing # 16801 therefore in the Public Records as Entry # 2019-114600.
- c) Pursuant to ARTICLE II of the Declaration and Sections 57-8-13 (3) and 57-8-13.4 of the Act, Declarant has caused a Second Supplemental Record of Survey map and the Second Amendment to Declaration to be prepared for simultaneous recordation in the Public Records in order to convert certain Convertible Land in the Project into additional Units as reflected on the Second Supplemental Record of Survey Map.
- d) The real property to which this Second Amendment to Declaration and the Second Supplemental Record of Survey Map are applicable is located in Provo City, Utah County, Utah and is described as follows:

Overall Legal Description:

Commencing at a point located South 00°44'47" East along the Section line 433.21 feet and East 116.92 feet from the Northeast corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian: thence South 29°12'13" East along State Road 89, 126.08 feet; thence South 60°47'47" West 8.00 feet; thence South 29°12'13" East 18.00 feet; thence along 1320 South Street as follows: South 60°45'00" West 109.25 feet, along the arc of a 164.16 foot radius curve to the right 86.67 feet (chord bears South 75°52'30" West 85.67 feet), North 89°00'00" West 335.82 feet; thence North 00°15'00" West 197.95 feet; thence South 89°42'38" East 412.81; thence North 86°43'16" east 38.97 feet to the point of beginning.

Note: " All areas not covered by buildings to be a Public Utility Easement."

- 1 A. Section 2.02 of the Declaration is amended in its entirety to read as follows:

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into an expandable Condominium project as set forth on the Plat. The project has the option to record supplemental amendments, each such Unit consisting of a Unit and an appurtenant undivided, but equal, interest in and to the Common Areas and Facilities. Such Units comprise the minimum number of Units in the Project and give each Owner an undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant Sections 2.03 and 2.04, the maximum number of Units in the Project will be 64 and each Unit Owner will have a undivided interest in the Common Areas and Facilities

2. Except as amended by the provisions of this Second Amendment to Declaration, the Declaration shall remain unchanged and shall constitute the entire Declaration of Condominium for the Project, reflecting the conversion of portions of the Convertible Land as described on the Second Supplemental record of Survey Map and the attached Exhibit "A".

3. This Second Amendment to Declaration shall be recorded in the Public Records simultaneously with the Project's Second Supplemental Record of Survey Map, consisting of three sheets prepared by Roger D. Dudley, a Utah registered land surveyor holding Certificate No. 147089. Both such instruments shall be effective upon recordation.

4. All bedrooms, hallways and other living areas within each unit shall be carpeted. Alternative flooring may be used only in the kitchen, laundry room, bathroom and entry.

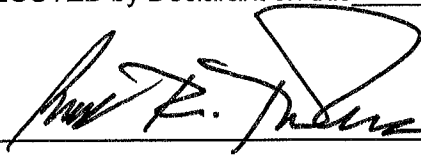
5. There shall be a ¼ of 1% reinvestment fee paid on each sale of all units thereafter and in the future to be paid to the HOA for the funding of reserves and all fees deemed necessary by the Board as referenced in 12.06 of the CCR's.

12.06 Reinvestment Fee Covenant.

- a) With respect to each and every conveyance of title of a Unit to a new Owner, a fee in an amount equal to 0.25% of the fair market value of the applicable Unit, as reasonably determined by the Board (the "Reinvestment Fee"), shall be paid by the buyer of the Unit to the Association. The Board shall have authority, by written resolution, to modify the amount of the Reinvestment Fee, according to the financial needs of the Association, subject to the limitations in Section 57-1-46 of the Utah Code. To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by the title company, escrow company, or other persons involved with the transaction and paid directly to the Association.
- b) The Association shall have a lien against the Unit of the new Owner to secure payment and collection of the Reinvestment Fee. The lien securing payment of the Reinvestment Fee shall be enforceable in the same manner and in all respects as the lien securing payment of assessments as provided in the provisions of the Section 12.
- c) The obligation to pay the Reinvestment Fee shall be a personal and continuing obligation of the new Owner, regardless of whether the new Owner acquired title to the Unit by regular conveyance, pursuant to a foreclosure sale (judicial or non-judicial) or otherwise. Notwithstanding the foregoing, the Reinvestment Fee shall not be imposed on any transfer described in Section 57-1-46(8) of the Utah Code.
- d) The Association shall use the funds obtained from the payment of all Reinvestment Fees to maintain, repair and/or replace the Common Areas and Facilities of the Project for the benefit of all Units within the Project.
- e) The provisions of this Section 12.06 shall be interpreted and enforced in a manner that complies with the provisions pertaining to "reinvestment fee covenants" in Section 57-1-46 eq seq. of the Utah Code, as the same may be amended. The provisions of this Section 21 are intended to run with the land of the Units, and to be binding upon all successors and assigns, and insure to the benefit of the Association.

6. Rental units can be owner occupied units and owner units cannot be rental units.

EXECUTED by Declarant on this 16th day in the year June 2020 first above written.



Bruce R Dickerson, Manager of Slate Creek Condominiums, L.L.C.

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 14 day of January, 2020
[Signature] by Bruce R. Dickerson, Manager of Slate Creek Condominiums,
L.L.C. in the capacity indicated.

[Signature]

Notary Signature

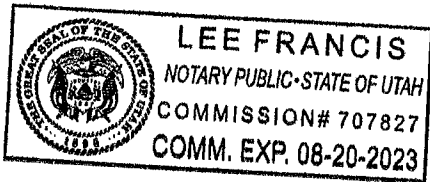


Exhibit "A"

DECLARATION OF CONDOMINIUM
(Including Owner Association Bylaws)

OF

SPRING CREEK RESIDENTIAL CONDOMINIUMS
(A Expandable Land Condominium Project)
Provo City, Utah County, Utah

Unit No.	Interest in Common Area (Percentage)	Votes
Building A		
A101	2.0833	1
A102	2.0833	1
A103	2.0833	1
A104	2.0833	1
A201	2.0833	1
A202	2.0833	1
A203	2.0833	1
A204	2.0833	1
A301	2.0833	1
A302	2.0833	1
A303	2.0833	1
A304	2.0833	1
A401	2.0833	1
A402	2.0833	1
A403	2.0833	1

A404	2.0833	1
Building B		
B101	2.0833	1
B102	2.0833	1
B103	2.0833	1
B104	2.0833	1
B201	2.0833	1
B202	2.0833	1
B203	2.0833	1
B204	2.0833	1
B301	2.0833	1
B302	2.0833	1
B303	2.0833	1
B304	2.0833	1
B401	2.0833	1
B402	2.0833	1
B403	2.0833	1
B404	2.0833	1
Building C		
C101	2.0833	1
C102	2.0833	1
C103	2.0833	1
C104	2.0833	1
C201	2.0833	1

Totals	100%	48

*Percentages may be adjusted by one-thousandth of a percentage point in order to provide for a total of one hundred percent (100%).