

After Recording Return To:
SEB Legal, LLC
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Salt Lake City, UT 84171

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3/2/2021 4:00:00 PM \$40.00
Book - 11128 Pg - 9798-9804
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 7 P.

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COTTONWOOD MEADOWS, P.U.D.**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Cottonwood Meadows, P.U.D. (the “Second Amendment”) is executed on the date set forth below by the Cottonwood Holdings Homeowners Association, Inc. (“Association”).

RECITALS

A. On August 30, 2007, the COTTONWOOD MEADOWS, P.U.D. (hereinafter, the “Project”) was created by the filing for record in the office of the Recorder of Salt Lake County, Utah an instrument entitled “Declaration of Covenants, Conditions and Restrictions for Cottonwood Meadows, P.U.D.” (hereinafter referred to as the “Declaration”) as Entry No. 10209177;

B. On July 22, 2009, the Declaration was amended by an instrument entitled “Amendment to Declaration of Covenants, Conditions and Restrictions for Cottonwood Meadows, P.U.D.” (hereinafter referred to as the “First Amendment”), which was recorded in the office of the County Recorder of Salt Lake County, Utah as Entry No. 10759709;

C. This Amendment shall be binding against the property described in Exhibit A and the Declaration and any annexation or supplement thereto;

D. The purpose of this Amendment is to clarify the definition of “common area” and to alter certain exterior maintenance, repair and replacement obligations;

E. Unless otherwise expressly stated, all capitalized terms in this Amendment shall have the same meaning as given to them in the Declaration; and

F. Pursuant to Section 9.2 of the Declaration, and as permitted by Utah Code § 57-8a-104(1)(a) (2019), the Association now desires to amend the Declaration, and the Board of Directors of the Association hereby certifies by their notarized signatures below that at least sixty-seven percent (67%) of the voting interests of the Association approved this Amendment.



NOW, THEREFORE, the Association hereby amends the Declaration as follows:

Declaration Article I (g) shall be amended in its entirety to read as follows:

(g) “Common Area” shall mean: (i) all land in the Project which is outside a Lot as shown on the Plat; (ii) all private roads; and (iii) the community’s entrance column and immediately surrounding shrubs located on the west side boundary between Lots 5 and 6 adjacent to Mystic Meadow Lane.

Declaration Article I (j) shall be amended in its entirety to read as follows:

(j) “Lot” shall mean any of the twenty-nine (29) separately numbered, individually described parcels shown on the Plat intended for single family homes and private use and ownership.

Declaration Article I (k) shall be amended in its entirety to read as follows:

(k) “Maintenance Charges” shall mean any and all costs assessed against an Owner’s Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2, 5.3 and 5.4 and fines, penalties and collection costs incurred in connection with delinquent Annual Assessment or Special Assessment pursuant to Section 4.6.

Declaration Article V, Section 5.1 shall be amended in its entirety to read as follows:

5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas in the Project. The Association’s maintenance of Common Areas will include the installation of landscaping and the appropriate upkeep and repair of all Common Areas, including, without limitation, the sweeping, mowing, watering, snow removal, repair, replacement and maintenance. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

There is hereby added to the Declaration the following Section 5.4:

5.4 Maintenance, Repair and Replacement Responsibilities of Owners. Unless otherwise assigned to the Association, all maintenance, repair and replacement of each Lot shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in good repair and in accordance with this Declaration and any rules promulgated by the Association pursuant hereto. Such responsibilities shall include, but not be limited to, all components of any structure on a Lot and all responsibilities in regard to any landscaping and park strip contained within a Lot.

The foregoing notwithstanding, the Association shall perform maintenance, repair and replacement in regard to any Lot upon which a residence has not yet been constructed to substantial completion. However, the actual costs of such maintenance, repair and replacement shall be added to and become part of a Maintenance Charge to which such Owner’s Lot is subject and shall be secured by an Assessment Lien.



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Declaration Article V, Section 8.6 shall be amended in its entirety to read as follows:

8.6 Landscaping. Any trees, lawns, shrubs or other planting in the Common Areas shall be properly nurtured and maintained by the Association. No Owner may plant any shrub, tree or other vegetation within, or otherwise modify, alter or add to the landscaping in any portion of the Common Areas without the applicable Board's and the Committee's prior written consent.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas are subject to approval by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

Landscaping shall be installed and maintained by each Owner with respect to such Owner's Lot, with the exception of the Common Areas, and may include a combination of lawns, trees, shrubs or ground cover. Landscaping shall be properly nurtured and maintained by, with the exception of the Common Areas, each applicable Owner. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the Association in keeping with overall landscaping of the Project.

Declaration Article V, Section 8.10 shall be amended in its entirety to read as follows:

8.10 Nuisances; Construction Activities. Prior to commencing construction on a Lot an Owner shall post with the Association a Three Thousand Five Hundred Dollar (\$3,500.00) cash construction bond to cover any damage done by Owner or their contractors, subcontractors and materialmen to streets, sidewalks, curbs, storm drains and systems, and utilities' lines and pipes, or any clean-up expense caused by such construction activities. Each Owner shall follow the applicable city and county storm water pollution prevention plan requirements and shall keep the streets, sidewalks, curbs, storm drains and systems, and utilities' lines and pipes, unobstructed and free and clear of debris. If no damage is done, and no repairs or clean up is required from such Owner's construction activities, the bond, or the remaining portion thereof, shall be refunded to Owner within sixty (60) days of completion of construction activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud



noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street location within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four (24) hours). Overnight parking of such vehicles should generally be restricted to driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying or mining operations of any kind shall be permitted upon any Lot.

The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

IN WITNESS WHEREOF, the Association, by and through its Board of Directors has executed this Amendment as of the 2nd day of March, 2021.

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COTTONWOOD HOLDINGS HOMEOWNERS ASSOCIATION, INC.

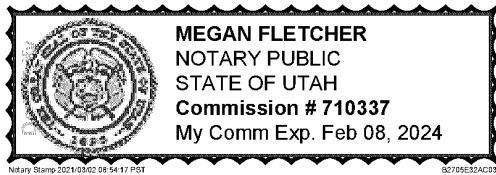
Stephen Frank Johansen
Signed on 2021/03/02 07:54:17 -8:00

President

Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 2nd day of ____March _____, 2021, personally appeared Stephen Johansen who, being first duly sworn, did that say that they are the **President** of the Association, certified that all requirements of the Declaration, Article IX, Section 2, as the same are circumscribed by Utah law, have been met, and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed. This notarization was performed electronically via the use of electronic devices.



Megan Fletcher
Signed on 2021/03/02 07:54:17 -8:00

Notary Public for Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On the ____ day of _____, 2021, personally appeared Jason Hardin who, being first duly sworn, did that say that they are the **Secretary** of the Association, certified that all requirements of the Declaration, Article IX, Section 2, as the same are circumscribed by Utah law, have been met, and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah



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COTTONWOOD HOLDINGS HOMEOWNERS ASSOCIATION, INC.

[Handwritten signature]
Secretary

President

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2021, personally appeared Stephen Johansen who, being first duly sworn, did that say that they are the **President** of the Association, certified that all requirements of the Declaration, Article IX, Section 2, as the same are circumscribed by Utah law, have been met, and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 23rd day of February, 2021, personally appeared Jason Hardin who, being first duly sworn, did that say that they are the **Secretary** of the Association, certified that all requirements of the Declaration, Article IX, Section 2, as the same are circumscribed by Utah law, have been met, and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.

[Handwritten signature: Sonja Burdash]

Notary Public for Utah

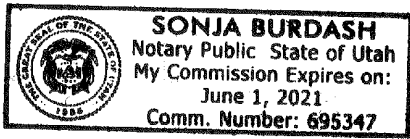


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL OF LOTS 1-29, COTTONWOOD MEADOWS P.U.D., A PLANNED UNIT DEVELOPMENT, AS SHOWN ON THE SUBDIVISION PLAT THEREFOR, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 328.12 FEET AND WEST 667.42 FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 5°25' WEST 537.14 FEET TO A FENCE; THENCE ALONG A FENCE LINE WEST 288.6 FEET; THENCE SOUTH 79°18' WEST 101.6 FEET; THENCE SOUTH 69°27' WEST 213.66 FEET; THENCE WEST 20.0 FEET; THENCE NORTH 14.9 FEET; THENCE SOUTH 56°35' WEST 198.87 FEET; THENCE NORTH 7°30' EAST 560.59 FEET; THENCE WEST 283.05 FEET; THENCE NORTH 39° WEST 7.33 FEET TO THE EAST LINE OF CABALLERO RANCHES SUBDIVISION; THENCE ALONG THE EAST LINE OF CABALLERO RANCHES SUBDIVISION NORTH 552.75 FEET; THENCE SOUTH 67°30' EAST 206.25 FEET; THENCE NORTH 400.03 FEET, MORE OR LESS, TO THE SOUTH LINE OF SIESTA DRIVE; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SIESTA DRIVE, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 19.410 ACRES ON 29 LOTS.

