

When Recorded Return to:
The Cove at Rock Creek LLC
95 S. River Bend Way Ste. A
North Salt Lake, UT 84054

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
THE COVE AT ROCK CREEK**

This Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for The Cove at Rock Creek (the "**Second Amendment**") is executed and adopted by The Cove at Rock Creek LLC, a Utah limited liability company ("**Declarant**") on behalf of The Cove at Rock Creek Owners Association, a Utah non-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions, Easements and Restrictions for The Cove at Rock Creek was recorded on April 23, 2015 as Entry No. 33964:2015 in the office of the Utah County Recorder (hereinafter the "**Declaration**").

B. The First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for The Cove at Rock Creek was recorded on February 24, 2016 as Entry No. 14847:2016 in the office of the Utah County Recorder.

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

D. The Association desires to amend the Declaration as set forth in this Second Amendment to further define and clarify the Declarant's easement rights in the Project.

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

F. Pursuant to Section 5.8 of the Declaration, Declarant is a Class B Member of the Association, holding ten (10) votes for each Building Pad or Lot held by Declarant, while other Owners of Building Pads, which qualify as Assessable Property, hold one (1) vote per Building Pad owned.

G. Pursuant to Section 11.3 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by the Declarant pursuant to its Class B Membership and accompanying unilateral amendment power.

AMENDMENT

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

(1) Amendment No. 1. Section 4.4.1 of the Declaration shall be deleted in its entirety and replaced by the following:

4.4.1 Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and models throughout the Project, including all Common Areas, Building Pads, Townhouses, or any other property in the Project. Declarant reserves the right to place model homes, management offices, and sales and leasing offices on any Building Pad or other property owned by Declarant or a Declarant Affiliate and on any portion of the Project, including without limitation on the Common Areas, in such number, of such size and in such locations as Declarant deems appropriate. The Declarant shall have a permanent right and easement to install signage on any Common Area within the Project in Declarant's sole discretion, and on any Building Pad or Townhome owned by Declarant or its affiliates. Declarant installed signage shall not be subject to any sign restrictions contained within the Declaration, other Governing Documents, or any amendments thereto. Declarant shall have a permanent easement for access over, upon, and across the Common Areas for the installation and ongoing maintenance, repair, updating, modification, and replacement of Declarant's signage. Declarant may transfer, convey, or assign its rights created under this Section to any person or entity. A contract transferring Declarant's permanent easement and right to maintain signs may, but shall not be required to, be recorded in the office of the Utah County Recorder. The easements and rights in this Section shall not be amended or removed without the written consent of the Declarant until at least twenty (20) years have passed after Declarant's Class B Membership has ended, at which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant under this Section without the consent of the Declarant.

(2) Conflicts. All provisions of the Declaration not specifically amended in this Second 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.

(3) **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 Declarant has executed this Second Amendment on behalf of the Association on the date set forth below.

DATED this 30 day of January, 2018.

The Cove at Rock Creek LLC
a Utah limited liability company

By: **Westates Partners, LLC**
a Utah limited liability company, its Member

By: [Signature]

Name: Stan T. Rowlan

Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 30th day of JANUARY, 2018, personally appeared before me STAN T. ROWLAN who by me being duly sworn, did say that she/he is an authorized representative of Westates Partners, LLC, as a member of The Cove at Rock Creek LLC and that the foregoing instrument is signed on behalf of said companies and executed with all necessary authority.

[Signature]
Notary Public

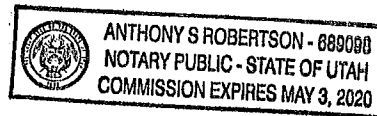


EXHIBIT A
Legal Description

All property located within **The Cove at Rock Creek Phase 1 AMD**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including the following parcels:

65:421:0001 through **65:421:0024**

All property located within **The Cove at Rock Creek Phase 2 AMD**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including the following parcels:

65:463:0201 through **65:463:0225**

All property located within **The Cove at Rock Creek Phase 3**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including the following parcels:

65:474:0301 through **65:474:0339**