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5/24/2016 12:46:00 PM \$122.00
Book - 10434 Pg - 3992-3996
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED RETURN TO:
126 Segoe Lily Drive, Suite 250
Sandy, UT 84070

AMENDMENT TO THE NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WESTGATE TOWNS

This Amendment to the Declaration ("Declaration") that established a project known as Westgate Towns is executed on the date set forth below by Holmes Westgate Towns, Inc. ("Declarant").

RECITALS

A. Real Property known as Westgate Towns in Salt Lake County, Utah, was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded April 27, 2016, as Entry No. 12267674, records of Salt Lake County, Utah;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. The purpose of this amendment is to revise the description of Common Area and maintenance to match the Master Declaration;

D. In accordance with Declaration Article 12, Section 12.1.3 this Amendment was adopted by Declarant;

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

Article 1, Section 1.5 of the Declaration is hereby amended in its entirety to state the following:

Common Areas mean the open space and any improvements constructed thereon as shown on the Map. The Common Areas may consist of landscaping, entry monument, irrigation equipment, walkways, private streets, parking areas, and other improvements. The Common Areas include: Parcels G, H, I, J, K, L, and P as such parcels are labeled on the Map, Parcel 33-11-377-060 [Queens Garden Lane/Painted Horse Lane], Parcel 33-11-379-161 [White Rock Lane/Narrows Lane/Echo Canyon Lane], and an undivided 1/3 interest in Parcel 33-11-379-162 [Wildcat Ridge Drive/Kanarra Creek Lane/Parking Lot], as such Parcels are labeled on the Map. The Association owns all Common Areas.

Article 5, Section 5.1 of the Declaration is hereby amended in its entirety to state the following:

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas. The Association shall be responsible for the following: (i) 33% of the maintenance, repair and upkeep of, and 33% of the property taxes/assessments pertaining to, Parcel 33-11-379-162 [Wildcat Ridge Drive/Kanarra Creek Lane/Parking Lot]; (ii) 100% of the landscaping and irrigation maintenance, repair and upkeep of the portion of the park-strip that runs along the western boundary of Noell Nelson Drive from Coyote Gulch Way on the south to Harmon Day Drive on the north; (iii) 100% of the maintenance, repair and upkeep of, and 100% of the property

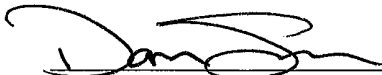
taxes/assessments pertaining to, Parcels G, H, I, J, K, L and P; (iv) 100% of the maintenance, repair and upkeep of the monument signage and surrounding entry way landscaping on the northwest corner of Noell Nelson Drive and Harmon Day Drive; and (v) 100% of the maintenance, repair and upkeep of, and 100% of the property taxes/assessments pertaining to, Parcel 33-11-377-060 [Queens Garden Lane/Painted Horse Lane], and Parcel 33-11-379-161 [White Rock Lane/Narrows Lane/Echo Canyon Lane].

The Association shall also maintain, repair, and replace the exterior finished surfaces of the walls, soffit, facia, and roofs of the Living Units. The Association shall also maintain all Limited Common Areas not located within a fenced rear yard area.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

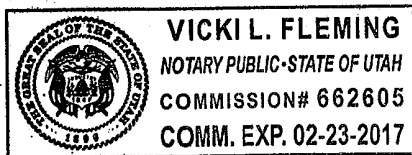
IN WITNESS WHEREOF, the Declarant, has executed this Amendment as of the 24 day of May, 2016.

DECLARANT:
Holmes Westgate Towns, LLC


By: DARON SMITH
Its: SECRETARY

STATE OF UTAH)
County of Salt Lake)ss.

On this 24th day of May, 2016, personally appeared before me Daron Smith who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute this Declaration and did certify that this Declaration was approved by Declarant's members.



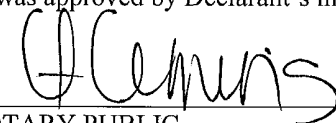

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOTS T/234 THROUGH T/336 AND PARCELS P AND I WESTGATE ACLAIMS AT INDEPENDENCE SUBDIVISION AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

	L	T/234	33-11-379-118-0000	N
	L	T/235	33-11-379-117-0000	N
	L	T/236	33-11-379-116-0000	N
	L	T/237	33-11-379-115-0000	N
	L	T/238	33-11-379-114-0000	N
	L	T/239	33-11-379-113-0000	N
	L	T/240	33-11-379-112-0000	N
	L	T/241	33-11-379-111-0000	N
	L	T/242	33-11-379-110-0000	N
	L	T/243	33-11-379-101-0000	N
	L	T/244	33-11-379-102-0000	N
	L	T/245	33-11-379-103-0000	N
	L	T/246	33-11-379-104-0000	N
	L	T/247	33-11-379-105-0000	N
	L	T/248	33-11-379-106-0000	N
	L	T/249	33-11-379-107-0000	N
	L	T/250	33-11-379-108-0000	N
	L	T/251	33-11-379-109-0000	N
	L	T/252	33-11-379-099-0000	N
	L	T/253	33-11-379-098-0000	N
	L	T/254	33-11-379-097-0000	N
	L	T/255	33-11-379-096-0000	N
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	L	T/257	33-11-379-094-0000	N
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	L	T/274	33-11-379-076-0000	N
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	L	T/304	33-11-377-045-0000	N
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	L	T/307	33-11-377-042-0000	N
	L	T/308	33-11-377-041-0000	N
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	L	T/311	33-11-377-038-0000	N
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	L	T/314	33-11-377-016-0000	N
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	L	T/332	33-11-377-032-0000	N
	L	T/333	33-11-377-033-0000	N
	L	T/334	33-11-377-034-0000	N
	L	T/335	33-11-377-035-0000	N
	L	T/336	33-11-377-036-0000	N
	P	I	33-11-377-057-0000	N
	P	P	33-11-381-001-0000	N