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WHEN RECORDED, MAIL TO:

791 NORTH 100 EAST
LEHI UTAH 84043

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05/18/2017 01:15 PM \$136.00
Book - 10558 Pg - 6607-6610
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LEISURE VILLAS
791 N 100 E
LEHI, UT 84043
BY: MSP, DEPUTY - WI 4 P.

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
MIDAS CREEK VILLAS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MIDAS CREEK VILLAS ("Amendment"), dated as of May 12, 2017, is made and executed by Whale Pass, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Declarant executed that certain Declaration of Covenants, Conditions, Easements and Restrictions for Midas Creek Villas, recorded in the Official Records of Salt Lake County on August 5, 2016 as Entry No. 12336226 ("Declaration").

B. Pursuant to Section 12.3 of the Declaration, Declarant has the unilateral right to amend the Declaration for any purpose prior to the closing of a sale of the first Lot. As of the date of this Amendment, Declarant has not closed on the sale of any Lot.

C. Declarant desires to exercise its unilateral right to amend the Declaration by adopting this Amendment and revising the Declaration as set forth herein.

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Amendment and are hereby incorporated by this reference.

2. No Private Roads. The Community does not include any private roads, and all references in the Declaration to private roads shall be removed. Any public roads within the Community shall not be considered part of the Common Area, and the Association shall have no obligation for the maintenance thereof. In furtherance, and not in limitation of, the foregoing, the following specific sections of the Declaration shall be revised:

2.1. The phrase “parking areas (including those located within a public right of way),” shall be added to Section 1.12 immediately after the phrase “all land, and the Improvements situated thereon, within the Community that Declarant designates as Common Areas on the Plat or other Recorded instrument and the other real property which the Owners now or hereafter own in common for the benefit of all Owners, which may include without limitation”;

2.2. The phrase “(wherever such parking area may be located within the Community, including within a public right of way)” shall be added to Section 1.21 immediately after the phrase “(b) any walkway, garage, road, driveway or parking area”;

2.3. The phrase “parking areas,” shall be added to Section 2.16 immediately after the words “covered porches, courtyards,”;

2.4. Section 4.2 of the Declaration is hereby deleted in its entirety;

2.5. The phrase “private street and” shall be deleted from Section 4.4;

2.6. The phrase “and speed limits on the private roads within the Community” shall be deleted from Section 5.5.1(b);

2.7. The phrase “private roads,” shall be deleted from Section 5.8.9;

2.8. The phrase “private roads,” shall be deleted from Section 8.1.4.1; and

2.9. The phrase “(wherever such parking areas may be located within the Community)” shall be added to Section 8.1.4.1 immediately after the phrase “maintain the Common Areas, including without limitation the parking areas”.

3. Declaration Remains in Effect. This Amendment shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Amendment.

4. Declarant Rights. Declarant shall retain all rights of Declarant as set forth in the Declaration, and this Amendment shall neither amend nor abrogate such rights.

[Signature on Following Page.]

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Midas Creek Villas as of the day first above written.

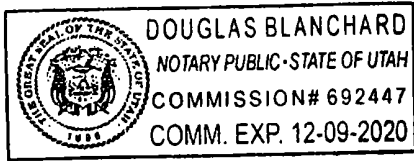
DECLARANT:

WHALE PASS, LLC,
a Utah limited liability company

By: [Signature] (BRENT LINDSTROM)
Its: MEMBER/MANAGER

STATE OF UTAH)
):ss.
County of Utah)

The foregoing instrument was acknowledged before me this 12 day of May, 2017, by Brent Lindstrom, the Member/Manager of Whale Pass, LLC, a Utah limited liability company, on behalf of such entity.



[Signature]
NOTARY PUBLIC
Residing at: Orem, UT
My Commission Expires: 12-9-2020

EXHIBIT A

Community Legal Description

All of Lots 1-120 of MIDAS CREEK VILLAS, as recorded at the Salt Lake County Recorder's Office as Entry No. 12336204 in Book 2016P at Page 0184.