

**THIRD AMENDMENT TO THE NEIGHBORHOOD DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CHOCOLATE HOMES AT WESTGATE**

(REVOKING & VOIDING THE SECOND AMENDMENT)

This Third Amendment to the Neighborhood Declaration of Covenants, Conditions and Restrictions for Chocolate Homes at Westgate (hereinafter "Third Amendment"), hereby revokes and voids that certain Second Amendment to the Neighborhood Declaration of Covenants, Conditions and Restrictions for Chocolate Homes at Westgate, recorded on January 1, 2020, in the Salt Lake County Recorder's Office, as Entry No. 13163493 ("Second Amendment") and is adopted by the Alpine Homes, LLC, the successor Declarant ("Declarant"), and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This Third Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").

(B) On or about June 1, 2016, the Neighborhood Declaration of Covenants, Conditions and Restrictions for Chocolate Homes at Westgate was recorded on in the Salt Lake County Recorder's Office as Entry No. 12291652 ("Declaration").

(C) On or about March 8, 2019, a First Amendment and Supplement to the Neighborhood Declaration of Covenants, Conditions and Restrictions for Chocolate Homes at Westgate was recorded in the Salt Lake County Recorder's Office as Entry No. 12946728 ("First Amendment").

(D) On or about January 6, 2020, a Second Amendment to the Neighborhood Declaration of Covenants, Conditions and Restrictions for Chocolate Homes at Westgate was recorded in the Salt Lake County Recorder's Office as Entry No. 13163493 ("Second Amendment").

(E) The Second Amendment was recorded without authorization from the Chocolate Homes at Westgate Homeowner's Association, Inc. ("Association"), the Board of Directors ("Board"), or the Declarant.

(F) The Second Amendment is invalid and void for a number of reasons including, but not limited to:

1. An individual owner did not possess the requisite authority under the Declaration or Utah law to record an amendment.

2. The requisite approvals and required timelines for an amendment were not provided.
3. The proposed amendment was not presented to the Association, Board of Directors, or Declarant for approval and/or recording.
4. The requirements set forth in the Declaration of amendments were not followed.
5. The language in the Second Amendment itself does not comply with Utah Code §57-8a-209.

(G) Pursuant to Article 12.1.3 of the Declaration, Declarant possesses the unilateral right to amend the Declaration.

CERTIFICATION

By signing below, the Declarant, President and Secretary hereby certify that pursuant to Article 12.1.3 of the Declaration, the Declarant, in its sole authority, approved this Third Amendment, which was recorded by the Association.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.
2. **No Other Changes.** Except as otherwise expressly provided in this Third Amendment, the Declaration and First Amendment remain in full force and effect without modification.
3. **Conflicts.** In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, the provisions of this Third Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.
4. **Revoked & Voided.** For the reasons set forth in the Recitals, the Second Amendment is void, revoked, and hereby removed by the Association as an unauthorized and illegal document. Accordingly, the Second Amendment has no force or effect on the Association, Property or any Owner.

ALPINE HOMES, LLC

BY:

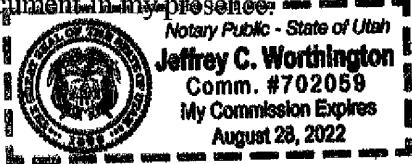
[Handwritten Signature]

Its: Vice President

STATE OF UTAH)

COUNTY OF Salt Lake SS

On this 9 day of April, 2020, before me, personally appeared Ross Mitchell, who, being first duly sworn, did prove on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and did say that he/she is the authorized agent of Alpine Homes, LLC, and who signed the preceding document in my presence.



[Handwritten Signature]
Notary Public

CHOCOLATE HOMES AT WESTGATE HOMEOWNER'S ASSOCIATION, INC.

[Handwritten Signature]

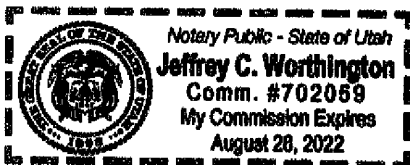
By: Ross Mitchell

Its: President

STATE OF UTAH)

COUNTY OF Salt Lake SS

On this 9 day of April, 2020, personally appeared before me Ross Mitchell, who being by me duly sworn, did say that he/she is the President of Chocolate Homes at Westgate Homeowner's Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



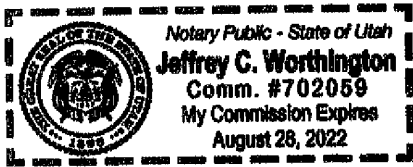
[Handwritten Signature]
Notary Public

CHOCOLATE HOMES AT WESTGATE HOMEOWNER'S ASSOCIATION, INC.

[Signature]
By: Steven Jackson
Its: Secretary

STATE OF UTAH)
COUNTY OF Salt Lake SS

On this 9 day of April, 2020, personally appeared before me Steve Jackson, who being by me duly sworn, did say that he/she is the Secretary of Chocolate Homes at Westgate Homeowner's Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



[Signature]
Notary Public

**Exhibit A
Legal Description**

Lots

LOTS 142 THROUGH 181 OF WESTGATE ACLAIME AT INDEPENDENCE SUBDIVISION AS SAID LOTS ARE SHOWN ON THE OFFICIAL MAP THEREOF, AS AMENDED OR SUPPLEMENTED, ON FILE WITH THE SALT LAKE COUNTY RECORDER, UTAH.

Parcel Nos. 33-11-379-120 through 33-11-379-150

Wildcat Ridge Drive/Kanarra Creek Lane/Parking Lot

BEG N 89°40'00" E 1919.10 FT & N 343.07 FT FR THE SW COR OF SEC 11, T4S, RIW, SLM; NE'LY ALGA 23.00 FT RADIUS CURVE TO THE L 13.63 FT (CHD N 16°58'53" E 13.43 FT); N 342.70 FT; NE'LY ALGA 66.08 FT RADIUS CURVE TO THE R 19.29 FT (CHD N 08°20'44" E 19.22 FT); N 89°32'43" E 4.84 FT; NW'LY ALGA 15.00 FT RADIUS CURVE TO THE L 17.00 FT (CHD N 29°04'18" W 16.10 FT); NW'LY ALGA 35.00 FT RADIUS CURVE TO THE L 14.26 FT (CHD N 73°12'04" W 14.16 FT); S 00°27'17" E 18.33 FT; S 89°32'43" W 47.50 FT; N 00°27'17" W 18.50 FT; S 89°32'43" W 30.86 FT; S 00°27'56" E 17.99 FT; S 89°31'53" W 32.00 FT; N 00°27'17" W 18.00 FT; S 89°32'43" W 11.50 FT; N 00°27'17" W 30.00 FT; N 89°32'43" E 16.99 FT; N 00°27'17" W 18.00 FT; N 89°32'43" E 87.00 FT; S 00°27'27" E 18.00 FT; N 89°32'43" E 14.41 FT; SE'LY ALGA 65.00 FT RADIUS CURVE TO THE R 41.41 FT (CHD S 72°14'51" E 40.71 FT); SE'LY ALGA 15.00 FT RADIUS CURVE TO THE L 16.75 FT (CHD S 85°58'39" E 15.89 FT); NE'LY ALGA 61.00 FT RADIUS CURVE TO THE R 29.27 FT (CHD N 75°47'18" E 28.99 FT); N 89°32'07" E 68.30 FT; NE'LY ALGA 4.50 FT RADIUS CURVE TO THE L 7.07 FT (CHD N 44°32'47" E 6.36 FT); N 00°26'33" W 15.55 FT; N 89°33'27" E 131.00 FT; S 00°26'33" E 15.49 FT; SE'LY ALGA 4.50 FT RADIUS CURVE TO THE L 7.07 FT (CHD S 45°27'13" E 6.37 FT); N 89°32'07" E 161.65 FT; NE'LY ALGA 28.00 FT RADIUS CURVE TO THE L 13.29 FT (CHD N 75°56'08" E 13.17 FT); S 51.18 FT; NW'LY ALGA 10.00 FT RADIUS CURVE TO THE L 15.98 FT (CHD N 45°46'20" W 14.33 FT); S 89°32'07" W 388.11 FT; SW'LY ALGA 28.00 FT RADIUS CURVE TO THE L 26.51 FT (CHD S 27°07'13" W 25.53 FT); S 342.09 FT; SE'LY ALGA 28.00 FT RADIUS CURVE TO THE L 13.74 FT (CHD S 14°03'34" E 13.60 FT); S 89°32'43" W 45.23 FT TO BEG. (BEING THE PRIVATE STREETS WILDCAT RIDGE LN & KANARRA CREEK LN WITHIN WESTGATE ACLAIME AT INDEPENDENCE SUBDIVISION) 0.94 ACM OR L.

Parcel No. 33-11-379-162

Private Driveway for Lots 162-181

BEG N 89°40'00" E 1961.03 FT & N 626.17 FT FR THE SW COR OF SEC 11, T4S, RIW, SLM; N 20.00 FT; N 89°32'43" E 410.01 FT; S 20.00 FT; S 89°32'43" W 410.01 FT TO BEG. (BEING A PRIVATE DRIVEWAY WITHIN WESTGATE ACLAIME AT INDEPENDENCE SUBDIVISION). 0.19 ACM OR L.

Parcel No. 33-11-379-163

Albion Meadow Way

BEG N 89°40'00" E 1961.03 FT & N 485.39 FT FR THE SW COR OF SEC 11, T4S, RIW, SLM; N 89.00 FT; SE'LY ALGA 28.00 FT RADIUS CURVE TO THE L 27.21 FT (CHD'S 27°50'29" E 26.15 FT); N 89°32'43" E 384.98 FT; NE'LY ALG A 23.00 FT RADIUS CURVE TO THE L 13.63 FT (CHD N 72°33'50" E 13.43 FT); S 45.23 FT; NW'LY ALGA 28.00 FT RADIUS CURVE TO THE L 13.74 FT (CHD N 76°23'43" W 13.60 FT); S 89°32'43" W 369.01 FT; SW'LY ALGA 28.00 FT RADIUS CURVE TO THE L 43.76 FT (CHD S 44°46'22" W 39.44 FT) TO BEG. (BEING THE PRIVATE STREET ALBION MEADOW WY WITHIN WESTGATE ACCLAME AT INDEPENDENCE SUBDIVISION). 0.36 ACM OR L.

Parcel No. 33-11-379-164