

14029964 B: 11379 P: 5111 Total Pages: 4
10/14/2022 03:27 PM By: ECarter Fees: \$140.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MILLER HARRISON LLC
5292 SO COLLEGE DR MURRAY, UT 84123

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
WILLOW BEND HOMEOWNERS ASSOCIATION
A PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOW BEND HOMEOWNERS ASSOCIATION, A PLANNED UNIT DEVELOPMENT ("First Amendment") is effective when recorded with the Salt Lake County Recorder's Office by Willow Bend Homeowners Association ("Association").

RECITALS

- A. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Willow Bend Homeowners Association, a Planned Unit Development was recorded on April 27, 2010 as Entry No. 10941054 in the Office of the Salt Lake County Recorder ("Declaration").
- B. This First Amendment affects the real property situated in Draper, Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this First Amendment by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- C. Pursuant to Section 14.04 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by at least fifty-one percent (51%) of the total votes of the Association.
- D. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- E. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- F. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

FIRST AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 9.02 (Maintenance Obligation of Association) of the Declaration is hereby deleted in its entirety and shall be replaced with the following:

Section 9.02 Maintenance Obligation of Association

In addition to the provisions of Section 9.01, the Association shall maintain in good order and repair all of the Common Area and any Improvement thereon, and the perimeter fence. In addition to the maintenance and repairs set forth above, the Association shall provide necessary landscaping and gardening to properly maintain and periodically replace when necessary, street side trees, flowering trees and pines, shrubs, plants, lawn, and other vegetation which is on the Common Area. For individual lots, the Association will maintain lawn, weeding flower beds, trimming of shrubs in front, side, and back yards on lot. Items not included: all residential lot trees, rose bushes, or any landscaping put in by home owners or their agent. Home owner may opt out of the maintenance by the Association, however, there shall be no reduction in assessments. The owner shall maintain the property to the satisfaction of the Officer and the Board. Failure to do so the additional costs incurred to bring the property up to requirements as set forth in the landscaper contract may be assessed to owner. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area. HOA Landscape maintenance items can be added or deleted from HOA Landscape Maintenance requirements by Trustee Action. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Trustees shall determine in its judgment to be appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATION

IN WITNESS WHEREOF, this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Willow Bend Homeowners Association, a Planned Unit Development was duly approved by at least fifty-one percent (51%) of the total votes of the Association.

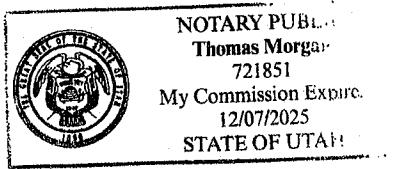
DATED as of the 14 day of October, 2022.

Willow Bend Homeowners Association A Utah Nonprofit Corporation

CHRISTINE R KEYSER
By: Christine R. Keyser

Its: President

State of Utah)
County of Salt Lake) ss.



On the 14th day of Oct., 2022, personally appeared before me
Christine Reeser who by me being duly sworn, did say that she/he is the
President of Willow Bend Homeowners Association and that the foregoing instrument is
signed on behalf of said corporation and executed with all necessary authority.

Notary Public

EXHIBIT A

Legal Description and Parcel Numbers

All Lots (101-118) and Common Area as shown on the Willow Bend Phase 1 Plat on file in the Salt Lake County Recorder's Office.

Parcel Numbers: **28:28:354:010:0000 (Common Area)**
28:28:354:011:0000 through 28:28:354:013:0000
28:28:355:001:0000 through 28:28:355:004:0000
28:28:356:001:0000 through 28:28:356:007:0000
28:28:357:001:0000 through 28:28:357:004:0000

All Lots (201-219) and Common Area as shown on the Willow Bend Phase 2 Plat on file in the Salt Lake County Recorder's Office.

Parcel Numbers: **28:28:355:005:0000 through 28:28:355:013:0000**
28:28:356:008:0000 through 28:28:356:013:0000
28:28:357:006:0000 through 28:28:357:009:0000
28:28:357:010:0000 (Common Area)

All Lots (301-320) and Common Area as shown on the Willow Bend Phase 3 Plat on file in the Salt Lake County Recorder's Office.

Parcel Numbers: **28:28:355:014:0000 through 28:28:355:027:0000**
28:28:357:011:0000 (Common Area)
28:28:357:012:0000 through 28:28:357:017:0000

(60 Total Parcels)