

WHEN RECORDED, PLEASE MAIL TO:

Millcreek Village Townhomes, L.L.C.  
4014 South Highland Drive  
Salt Lake City, UT 84124

14054468 B: 11391 P: 8418 Total Pages: 13  
12/19/2022 02:58 PM By: ggasca Fees: \$46.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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1326 SOUTH 900 EASTSALT LAKE CITY, UT 84105

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLCREEK VILLAGE TOWNHOMES A PLANNED RESIDENTIAL UNIT  
DEVELOPMENT**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MILLCREEK VILLAGE TOWNHOMES A PLANNED RESIDENTIAL UNIT DEVELOPMENT (this "*Amendment*") is made and entered into as of the 16th day of December, 2022 by Millcreek Village Townhomes, L.L.C., a Utah limited liability company ("*Declarant*").

**RECITALS**

A. Millcreek Land Company, LLC, a Utah limited liability company (the "*MLC*") previously recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Hidden Springs Subdivision in the office of the Salt Lake County Recorder on November 18, 2021, as Entry No. 13827206 (the "*Declaration*"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Declaration.

B. MLC subsequently assigned all of its rights, title, interest, claims and benefits to Declarant in accordance with that certain Assignment of Declarant Rights dated December 14, 2022 and recorded in the office of the Salt Lake County Recorder on December 14, 2022, as Entry No. 14053014.

C. Declarant now desires to amend the Declaration to further clarify maintenance obligations of Owners, restrictions on signage and animals, and other amendments as detailed below all subject to the terms and conditions of this Amendment.

D. As of the date this Amendment is recorded with the Salt Lake County Recorder's Office, no Units have been sold or closed. Consequently, Declarant alone, has unilateral authority to amend the Declaration pursuant to Article 10.3 of the same.

**AMENDMENT**

**NOW, THEREFORE**, Declarant hereby amends the Declaration as follows.

1. **Article 1 Definitions**. Definition (k) "Limited Common Areas" shall be amended in its entirety to read as follows:
  - a. Shall mean any portion of the Common Areas or other area reserved for the exclusive use of an Owner of a Unit, whether or not indicated on the Plat, including the driveway, sidewalk, patio, balcony, porches and rooftop decks adjacent to each Unit. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit and each Unit Owner is granted an irrevocable and exclusive license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area.

2. **Article 5.1 Common Area; Common Elements.** This Article shall be amended as per the below removing in its entirety the first sentence of this Article to be replaced with the below:

a. The Association shall have the duty of maintaining and repairing all of the Common Area and Common Elements on the Townhomes within the Project and the cost of said maintenance and repair shall be a Common Expense of all of the Owners. Said maintenance and repair obligations shall include, but not be limited to: (i) the common landscaped areas surrounding the Units; (ii) the exterior walls, roofs, gutters, down spouts, soffits, and fascia of the Units; (iii) private utility lines owned or controlled by the Association that serve more than one Unit as detailed in Article 5.4; (iv) fences and other improvements installed for the benefit of all Owners, and (v) personal property owned by the Association. The Association shall maintain, replace, and repair the private roads and sidewalks in the Project including the performance of all snow removal. A maintenance allocation chart has been attached hereto as Exhibit A, which further defines and clarifies Association and Owner maintenance, repair, and replacement responsibilities. The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any interior Unit maintenance and/or repair any part of the interior of a Unit, Limited Common Area, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance. For the avoidance of doubt, each Owner shall be responsible for any and all maintenance and repair obligations and for all costs and expenses as it relates to each Owner's Limited Common Area as defined herein.

3. **Article 9.3 Nuisances.** This Article shall be amended to include the following:

a. Smoking of any tobacco product, marijuana, vape or illegal substance ("smoking") in a Unit or within 25 feet of any Unit on the Project is a noxious and offensive activity creating a nuisance and is strictly prohibited.

4. **Article 9.4 Signs.** This Article is amended in its entirety to read as follows:

a. No signs, flags, or advertising devices of any nature shall be erected, displayed or maintained on any part of the Project (including placement of signs within a Unit or other location of the Project which are visible from the Common Area or Limited Common Area) without the prior written approval of the Board, except (i) as may be necessary temporarily to caution or warn of danger or to provide directions as required by law or signs required by legal proceedings and (ii) such signs as Declarant may erect or maintain incident to sale or lease of Units. In further explanation of the foregoing, no "for sale", "for rent", or similar signs (private or of a real estate brokerage) shall be displayed within a Unit or within the Project unless previously approved by the Board, which approval may be withheld in the sole and absolute discretion of the Board. If the Board consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Board and any and all damage to the Common Area or Limited Common Area caused by the placement of any such signage shall be directly billed back to the Unit owner upon removal of said signage.

5. **Article 9.5 Animals.** This Article shall be amended to include the following:

a. Subject to this Article, up to two (2) domestic pets per Unit are allowed. All Owners must immediately collect and properly dispose of all solid droppings from their pet on the Property. Pets must not bark unreasonably or make other unreasonable noises (either in volume or duration). Pets are not to be tied or left anywhere on the Project except in a Unit. Any pet found running loose or left anywhere on the Project without direct supervision may be turned into animal control. No pet may charge, attack, or otherwise intimidate or frighten any person on the Project. If a pet becomes a

nuisance, the Board will give notice to the Owner of the Unit in which the pet resides to cause such annoyance to be discontinued. If such annoyance is not discontinued and corrected, the Board may revoke its permission to keep the pet on the Project and the pet shall be removed therefrom. The following acts, among others, of an animal may constitute a nuisance: (i) it causes damage to property of anyone other than its owner; (ii) it causes unreasonable fouling of the air by odors; (iii) it cause unsanitary conditions; (iv) it defecates on any Common Area or the Unit of another Owner and the feces are not immediately cleaned up by the responsible party; (v) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (vi) it molests or harasses a passerby by lunging at them or chasing passing vehicles.

6. **Article 9.10 Parking and Storage**. This Article shall be amended to include the following:
  - a. Nothing may be stored in a Unit Owner's garage which might increase the insurance liability of the Association, including, but not limited to, gasoline or similarly volatile or flammable materials.
7. **Article 11. 1 Common Elements of Townhomes**. This Article shall be amended to include the following in (i):
  - a. “. . . floors and ceilings (except the interior surfaces thereof), and roofs, excluding the Limited Common Areas which includes any and all rooftop decks and/or balconies.”
8. **Article 11.2 Townhome Unit**. This Article shall be amended to include the following in (a) below and exclude the following in (b) below of this Article:
  - a. Each Unit shall also include any mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designed to serve only that Unit, such as appliances, electrical receptables and outlets, air condition compressors, furnaces, water heaters, apparatus, exterior and interior doors, door jams, windows, window sills, window frames and all components therein, skylights, garages and garage doors, systems or equipment, fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Unit is located shall be deemed to be a part of the Unit.
  - b. The last sentence of Article 11.2 shall be removed in its entirety.
9. **Article 11.4 Restrictions on Use of Units**. This Article shall be amended to remove the word “hot tubs” from the first sentence of 11.4(i). Hot tubs are not permitted in, on or about a Unit or Units.
10. **Article 11.5 Maintenance Responsibility Of Unit Owner**. This Article is amended in its entirety to read as follows:
  - a. For purposes of maintenance, repair, alteration and remodeling, each Owner shall have the obligation to provide interior maintenance of the Unit including, but not limited to, the maintenance, repair, and replacement of interior structural elements of the Unit, foundations, and utility lines that solely service the Unit. Owners shall also be responsible for the maintenance, repair and replacement of Limited Common Areas serving each Unit including the driveway, sidewalk, patio, balcony, porches and rooftop decks adjacent to each Unit. The Limited Common Area for the rooftop decks is outlined on Exhibit B attached hereto and incorporated herein by reference. Owners shall also be responsible for the maintenance, repair and replacement of all exterior and interior doors, door jams, windows, window sills, window frames and all components therein, skylights, fire lines and all components therein, garages and garage doors that solely service the Unit. Each Owner shall paint, repair, and otherwise maintain the interior of its Unit and shall maintain, repair, and replace all

mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air condition systems. The Owner shall not be deemed to own lines, pipes, wires, conduits, or systems (which for brevity are hereinafter referred to as utilities) which serve one or more other Units except as tenant in common with the other Owners. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board. Such right to repair, alter, and remodel is coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner, including any equipment or appurtenance located without said Unit but designed to serve only that Unit such as appliances, electrical receptables and outlets, air condition compressors, furnaces, water heaters, systems or equipment, fixtures and the like. Owner shall not affect the structural soundness or integrity of the Building, impair any easement or hereditament, nor violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, the City of Millcreek, or any other agency or entity which may then have jurisdiction over said Unit, without the written consent of the Board after first proving to the satisfaction of the Board that compliance with this section's requirements will be maintained during and after any such act or work shall be done or performed. Any expense to the Board for investigation under this Article shall be borne by the relevant Owner. However, nothing herein contained shall be construed to permit structural modification and any decision relating thereto shall be in the absolute discretion of the Board, including, but not limited to the engaging of a structural engineer at the Owner's expense for the purpose of obtaining an opinion. An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement of any expenditures incurred by it in repairing or replacing any Unit elements or Limited Common Areas in a Townhome for which the Owner is responsible, or for the repairs of another's Unit or any Common Element of a Unit damaged by any act or failure to act of the Unit Owner, his tenants, guests, invitees or agents.

11. **Article 11.5(a) Party Wall and Shared Roof Easement.** The following shall be added to the Declaration:
  - a. Each Owner hereby grants to the Association, and the adjoining Owner of the adjacent Unit that shares the Party Wall, or shared roof, an easement over and upon its Unit for the purpose of maintaining the Party Wall and shared roof. By accepting a deed to a Unit, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Party Wall and shared roof and the performance of each Owner's obligation to maintain and repair the Unit.

12. **Release of Liability; Indemnification.** Each Owner, for such Owner and on behalf of such Owner's immediate and extended family members, spouse, partner, heirs, assigns, successors, and any person now or in the future living in or otherwise occupying such Owner's Unit (collectively, the "***Owner Parties***"), hereby voluntarily releases, discharges, waives, and forever relinquishes any and all claims, actions or causes of action, whether in law or in equity, against the Board, the Association, and Declarant and their respective officers, managers, directors, members, shareholders agents, representatives, employees and staff (collectively, the "***Released Parties***"), including, but not limited to, any and all claims, actions, or causes of action for personal injury, property damage, death, or loss of any kind whatsoever arising as a result of or in connection with the construction, installation, or use of any Fire Sprinklers located within the Project. This release of liability described in this Article is in addition to and not a replacement of the provisions of the Declaration or any other similar provisions in the same. Furthermore, to the fullest extent permitted by law, each Owner agrees to indemnify, save, and hold

harmless the Released Parties from any loss, liability, damage, or cost they may incur arising out of or in any way related to any loss, damage, or injury, including death, that may be sustained by Owner, the Owner Parties, or any third parties arising out of or related to the construction, installation, or use of any Fire Sprinklers.

13. **Conflict.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same. This Amendment shall be recorded in the Office of the Salt Lake County Recorder against the Project and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Units within the Project.

14. **Effective Date.** This Amendment shall be effective upon recording of this Amendment in the records of the Office of the Recorder of Salt Lake County, Utah.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Declarant, acting pursuant to authority granted under the Declaration, has executed this Amendment as of the date first set forth above.

**DECLARANT:**

MILLCREEK VILLAGE TOWNHOMES, L.L.C.,  
a Utah limited liability company

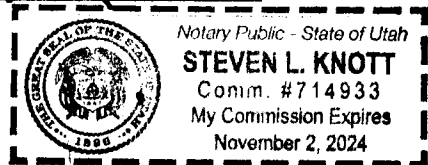
By: [Signature]  
Name: Taylor Mulcock  
Its: Manager

By: [Signature]  
Name: Tyler Healey  
Its: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On this 19th day of December, 2022, before me, a Notary Public in and for said state, personally appeared Taylor Mulcock, known or identified to me, who executed the above instrument as the Manager of Millcreek Village Townhomes, L.L.C., a Utah limited liability company.

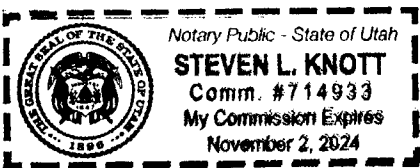
[Signature]  
Notary Public



STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On this 19th day of December, 2022, before me, a Notary Public in and for said state, personally appeared Tyler Healey, known or identified to me, who executed the above instrument as the Manager of Millcreek Village Townhomes, L.L.C., a Utah limited liability company.

[Signature]  
Notary Public



**EXHIBIT A**

**MAINTENANCE ALLOCATION CHART**

*[See Attached]*

**Maintenance Allocation Chart**

ITEM	HOA	OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item.
A/C Box & Unit		X	
Address Numbers		X	
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities (fire pit, tables, etc.)	X		
Door and Door Frames - Exterior		X	Subject to Board approval upon replacement
Door and Door Frames – Interior		X	
Door Hardware/doorbell		X	
Door steps/stoops/porch		X	
Drains – Unit Interior		X	
Dryer Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Brick/Stucco/Siding)	X		
Fence – Perimeter	X		
Floor Coverings		X	
Fire Line - Exterior	X		
Fire Line – Interior repair & replacement		X	
Foundation – Structural		X	
Foundation – Cracks, cosmetic		X	
Furnace		X	
Garage Door Openers, Keypads, Springs, Hinges, Parts		X	
Garage Doors – repair & replacement		X	Subject to Board approval upon replacement
Gas Pipes (from outside 90 degree to inside Unit)		X	
Hot Water Heater		X	
Insurance Coverage - Property	X		
Insurance Coverage – HO6 Policy		X	
Insurance Coverage – Loss Assessment		X	
Irrigation Lines / Heads	X		
Landscape	X		
Landscape Drains around Townhomes	X		
Lights – eaves, porch, balcony, garage, fixtures, bulbs to match Project		X	Subject to Board approval upon replacement
Limited Common Areas – driveway, patios, sidewalk, balcony, porches, rooftop decks repair and replacement		X	
Limited Common Areas – driveway, patios, balcony, sidewalk, porches, rooftop decks clean and snow removal		X	
Mailbox & Stand/Structure			USPS
Mailbox Lock & Key		X	USPS
Paint – Exterior wall surfaces and trim finishes	X		
Paint – Exterior doors, garage doors, windows	X		
Paint – Interior		X	
Pest Control – Interior		X	
Pesto Control – Exterior	X		
Phone Lines		X	

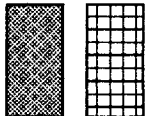
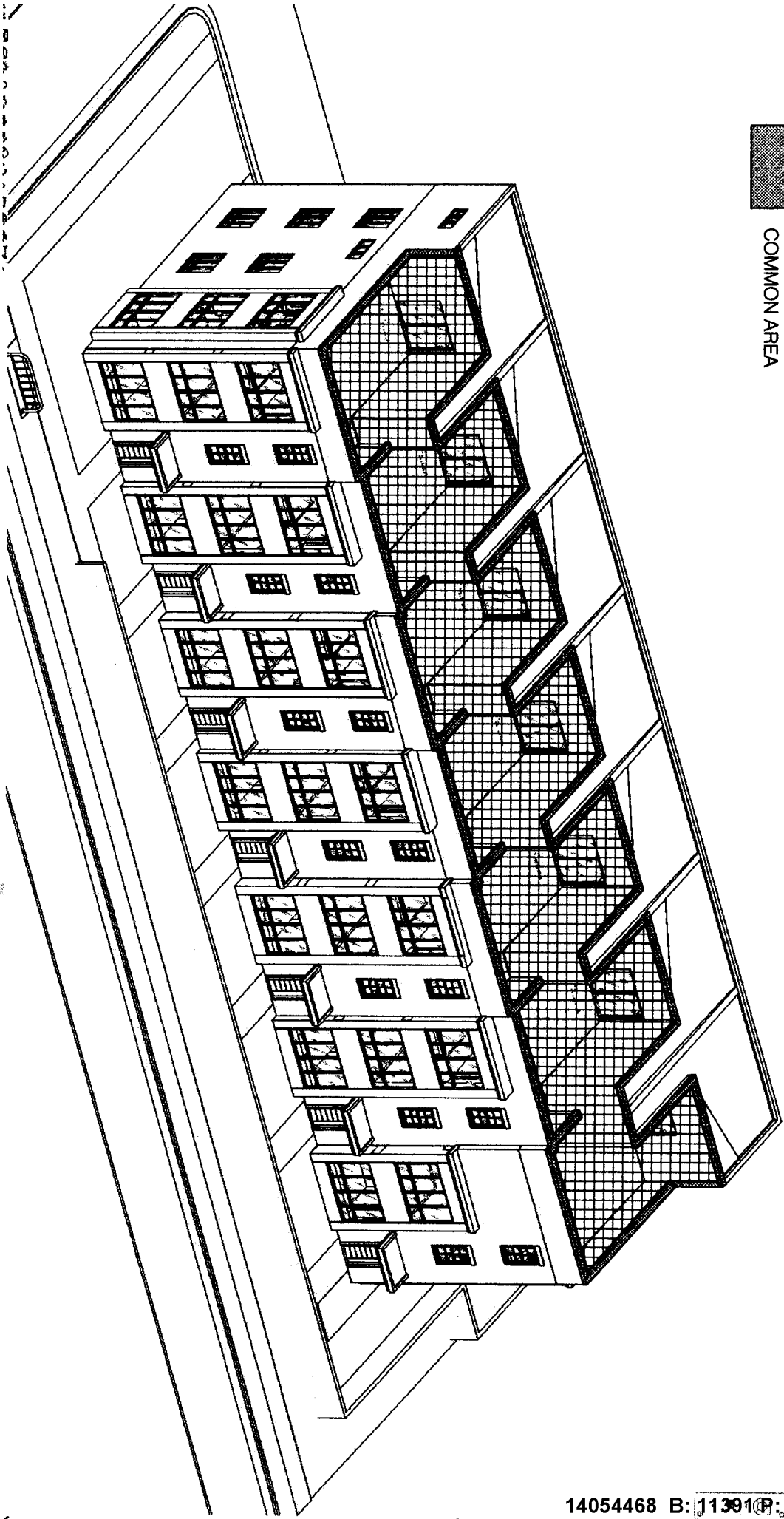


Plumbing Valves, Pressure Regulator		X	Point of connection/Meter to the Unit – Owner; Before point of connection/Meter - HOA
Plumbing Main Line		X	Point of connection/Meter to the Unit – Owner; Before point of connection/Meter - HOA
Plumbing Leak		X	Point of connection/Meter to the Unit – Owner; Before point of connection/Meter - HOA
Plumbing – Clogging/Stoppage		X	Point of connection/Meter to the Unit – Owner; Before point of connection/Meter - HOA
Plumbing Pipes Inside Unit		X	Point of connection/Meter to the Unit – Owner; Before point of connection/Meter - HOA
Rooftop Drains – clean-out, repair, replacement (6-plex)	X		
Rooftop Drains – clean-out, repair, replacement (7-plex)	X		
Rain Gutters – drains away from Building	X		
Roof – repair & replacement	X		
Sewer Pipes – serving Unit		X	
Sewer Pipes – portion to more than one Unit	X		
Sidewalks and paths on Common Areas	X		
Sliding Glass Doors		X	
Snow Removal – Limited Common Area driveway/porches		X	
Snow Removal – road, parking lot, common sidewalks	X		
Storm Drains	X		
Street Lights	X		
Streets – Private	X		
Termites, pests, rodents, insects, etc. – Interior		X	
Termites, pests, rodents, insects, etc. – Exterior	X		
Trash		X	Individual Unit Owner cans to street
Vent covers – Exterior	X		
Wall – Bearing Interior Wall		X	
Wall – Partition Interior Wall		X	
Water – Culinary		X	
Water – Landscape	X		Unless metered to the individual Unit
Weather stripping		X	
Windows – Glass, Screen, frames, boxes		X	Subject to Board approval upon replacement

**EXHIBIT B**

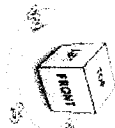
ROOFTOP DECK LIMITED COMMON AREA

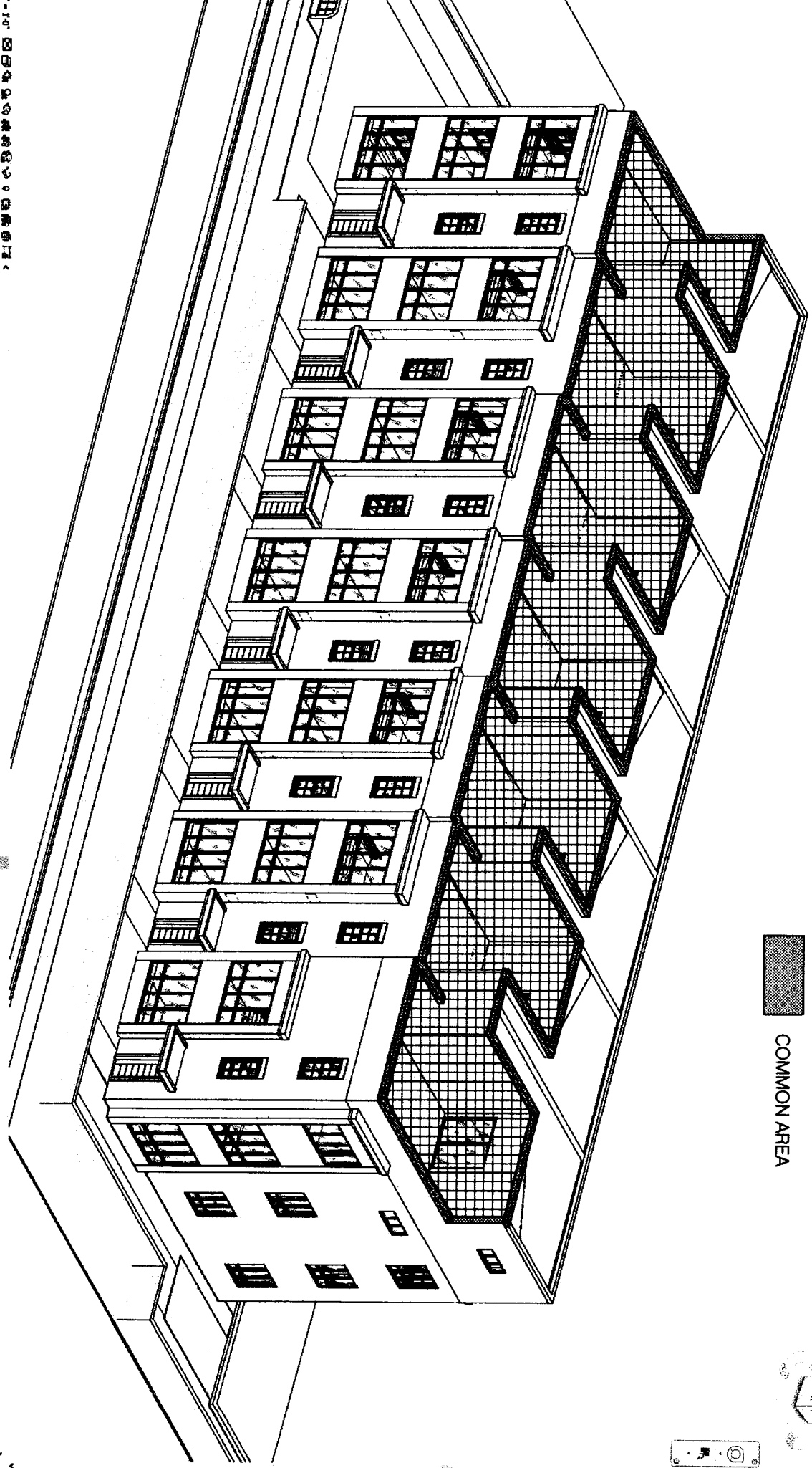
*[See Attached]*



COMMON AREA

LIMITED COMMON AREA





LIMITED COMMON AREA  
COMMON AREA



14054468 B: 11391 P: 8429  
Alan Model

EXHIBIT "C"

**Legal Description of the Property**

The Property is located in the City of Millcreek, Salt Lake County, State of Utah, and is more particularly described as follows:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3300 SOUTH STREET, SAID POINT BEING 1490.11 FEET SOUTH 00°04'00" EAST AND 300.47 FEET SOUTH 89°56'00" WEST FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING 302.95 FEET NORTH 89°21'59" WEST ALONG THE CENTER LINE OF 3300 SOUTH STREET AND 33.00 FEET NORTH 00°38'01" EAST FROM THE MONUMENT AT THE INTERSECTION OF 3300 SOUTH STREET AND 2000 EAST STREET AND RUNNING THENCE NORTH 89°21'59" WEST 175.81 FEET ALONG SAID RIGHT OF WAY LINE OF 3300 SOUTH STREET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF 1940 EAST STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00°04'00" EAST 166.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 7, WASATCH GARDENS SUBDIVISION; THENCE ALONG SAID SOUTH LINE SOUTH 89°56'00" EAST 175.80 FEET; THENCE SOUTH 00°04'00" WEST 167.99 FEET, MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF SAID 3300 SOUTH STREET AND THE POINT OF BEGINNING.

CONTAINING 29,380 SQUARE FEET OR 0.674 ACRES, MORE OR LESS

Being now described as:

**Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, MILLCREEK VILLAGE TOWNHOMES, according to the official plat thereof, recorded in the office of the County Recorder, November 10, 2021, as Entry No.13820654 in Plat Book 2021 at page 284, Together with any and all undivided ownership interest in the "Common Areas and Facilities", as set forth and described in the Declaration of Covenants, Conditions and Restrictions, and as identified on the Recorded Plat, in the Office of the County Recorder, County of Salt Lake, State of Utah.**

**(Being all of said Millcreek Village Townhomes).**

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