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

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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PRC 21-11391

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

THIS SECOND 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 ___th day of March, 2023 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 the Millcreek Village Townhomes in the office of the Salt Lake County Recorder on November 18, 2021, as Entry No. 13827206 (the "*Original Declaration*") as amended by that certain First Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Millcreek Village Townhomes a Planned Residential Unit Development (the "*First Amendment*") and together with the Original Declaration shall be the "*Declaration*") and recorded same in the office of the Salt Lake County Recorder on December 19, 2022, as Entry No. 14054468. 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 and the Association and other amendments as detailed below all subject to the terms and conditions of this Amendment.

D. In accordance with Article 10.3 of the Declaration, Declarant is unilaterally amending the Declaration as such amendment does not materially and adversely affect title to any Unit as detailed in the Declaration.

AMENDMENT

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

1. **Recital A First Amendment.** The First Amendment shall hereby be amended to revise Recital A to remove "Hidden Springs Subdivision" and replace same with "Millcreek Village Townhomes."

2. **Maintenance Allocation Chart.** The Maintenance Allocation Chart attached as Exhibit A to the First Amendment shall be revised with the Maintenance Allocation Chart attached hereto and

incorporated herein by reference as Exhibit A such that the “Foundation – Structural” and “Foundation – Cracks, Cosmetic” shall be the responsibility of the Association and not the Unit Owner with all other responsibilities to remain the same.

3. **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.


4. **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.

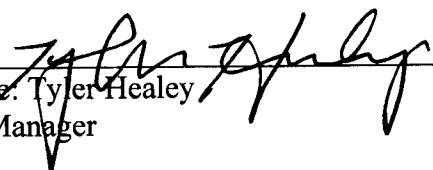
[Signature Page Follows]

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: 
Name: Taylor Mulcock
Its: Manager

By: 
Name: Tyler Healey
Its: Manager

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

On this 10th day of March, 2023, 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.

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



On this 10th day of March, 2023, 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.

Notary Public

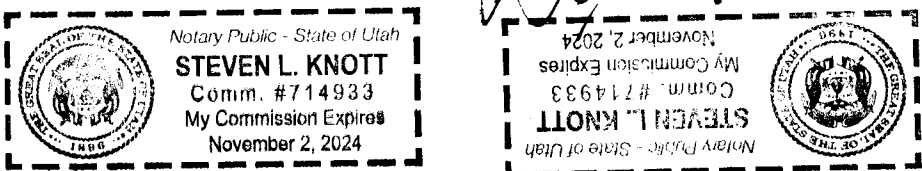


EXHIBIT A

MAINTENANCE ALLOCATION CHART

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 Recorded November 18, 2021, as Entry No. 13827206, in Book 11270 at pages 7905-7934, and as further identified on the Recorded Plat for said development, all as recorded in the Office of the County Recorder, County of Salt Lake, State of Utah.

Units 16-28-430-049, 50, 051, 052, 053, 054,
055, 056, 057, 058, 059, 060 & 061,
& 062 ;

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