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SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR HUNTER VILLAS, A CONDOMINIUM PROJECT

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Hunter Villas, A Condominium Project ("Amendment") is executed on the date set forth below, by the Hunter Villas Condominium Owners Association, a Utah non-profit corporation ("Association") and shall become effective against the Project, including the parcels identified in Exhibit A below, when recorded with the Salt Lake County Recorder.

RECITALS

A. Hunter Villas was originally made subject to that certain instrument called the "Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Hunter Villas, which was recorded with the Salt Lake County Recorder on January 17, 2002, as Entry No. 8124678 ("Original Declaration").

B. The Original Declaration was first amended by that certain instrument called the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on April 9, 2002, as Entry No. 819903.

C. The Original Declaration was next amended by that certain instrument called the "Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on April 29, 2003, as Entry No. 8631179.

D. The Original Declaration was next amended by that certain instrument called the "Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on July 6, 2004, as Entry No. 9111886.

E. The Original Declaration was next amended by that certain instrument called the "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on March 18, 2005, as Entry No. 9326566.

F. The Original Declaration was next amended by that certain instrument called the "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas Amended and Restated", which was recorded with the Salt Lake County Recorder on March 1, 2006, as Entry No. 9650546.

G. The Original Declaration was then superseded and replaced by and through that certain instrument called the "Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on April 18, 2016, as Entry No. 12262065 ("Amended Declaration").

H. The Amended Declaration was first amended by that certain instrument called the "Approved Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter Villas", which was recorded with the Salt Lake County Recorder on October 19, 2017, as Entry No. 12639966.

I. The Amended Declaration, as amended from time to time, shall be referred to as the Declaration.

J. The Association desires to further amend certain provisions of the Declaration.

K. Article XXI, Section 21.1 of the Declaration provides that it may be amended with the affirmative vote of at least 75% of the voting power of the Unit Owners. However, the Act at U.C.A. §57-8-39 provides that the Declaration may not require a higher voting threshold than 67%. Therefore at least 67% of the Association's voting power is required to amend the Declaration.

L. At least 67% of the voting power of the Unit Owners have duly approved the amendments listed below.

M. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

N. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

AMENDMENTS

Amendment 1

Article XIV of the Declaration is hereby amended in its entirety and replaced with the following:

ARTICLE XIV
INSURANCE

14.1. Insurance. The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

a) Property Insurance.

(1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Property, including the Common Areas and all buildings including all Units, permanent fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

a. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Area or otherwise permanently part of or affixed to the Common Areas, Units, or Limited Common Area, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

b. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism,

smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

c. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a "Guaranteed Replacement Cost Endorsement" under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a "Replacement Cost Endorsement" under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an "Agreed Amount Endorsement" which must waive or eliminate the requirement for coinsurance.

e. Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Property has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building containing the equipment.

(2) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

a. Except as provided in Subsection (4) below, the Association's policy provides primary insurance coverage;

b. Notwithstanding Subsection a. above, and subject to Subsection c. below:

1. the Owner is responsible for the Association's policy deductible; and

2. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

c. An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of

a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

d. If an Owner does not pay the amount required under Subsection (2) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an individual assessment against the Owner for that amount.

(3) Association's Obligation to Maintain Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy deductible or $10,000, whichever is less. This requirement does not apply to any earthquake or flood insurance deductible.

(4) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(5) Notice Requirement for Deductible. The Association shall provide notice to each Owner of his/her obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

(6) Flood Insurance. If any part of the Project is or comes to be situated in a "Special Flood Hazard Area" as designated on a flood insurance rate map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Areas within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the "National Flood Insurance Program" for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(7) Earthquake Insurance. The Association may purchase earthquake insurance as the Board deems appropriate. If the Board elects not to purchase earthquake insurance, a vote of 67% of the Association's voting interests may veto the decision of the Board. If the Owners veto the decision to not purchase earthquake insurance, the Board shall purchase earthquake insurance within (60) days of the vote. The Board is hereby authorized to levy a special assessment, as needed, to pay for all or a portion of the earthquake insurance policy.

b) Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership, or maintenance of the Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars ($1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a "Severability of Interest" endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

c) Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts and mismanagement (as reasonably available). In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

d) Fidelity Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the dishonest acts on the part of the Board, officers, employees, volunteers, or Manager who handle or who are responsible for handling the funds of the Association. Such insurance shall name the Association as the obligee and shall be written in an amount equal to 150% of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression (if reasonably available).

e) Worker's Compensation Insurance. The Board shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.

f) Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

g) Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

h) Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an "Insurance Trustee" if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration or the Act. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units.

i) Insurance Trustee. In the discretion of the Board or upon written request executed by Owners holding at least 50% of the Association's voting interests, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this Article as the Owners or Board (as the case may be) shall require.

j) Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

k) Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

l) Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, the Board may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Mortgagees in light of the insurance then available and the prevailing practice with respect to other similar multi-family projects. The Board shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report (if any) shall be made available to all Mortgagees and Owners upon request.

m) Applicable Law. This Declaration and the Association are subject to the insurance requirements required by U.C.A. §57-8-43 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to the Association shall apply to this Association.

Amendment 2

Article XVII, Section 17.1 of the Declaration is hereby amended to read as follows:

17.1 OWNER'S RESPONSIBILITY: An Owner is responsible for the maintenance, repair, and replacement of his/her Unit as described in Section 5.2.1. For purposes of maintenance, alteration, and remodeling, an Owner shall maintain, repair, and replace and be permitted to alter or remodel the Unit. An Owner's responsibility includes, without limitation, interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and flooring) making up the finished surfaces of the perimeter walls, ceilings, and floors within the Unit, including any non-exterior Unit doors and non-exterior windows. The Unit Owner shall also maintain the surface of the interior supporting/bearing walls, and the Association shall maintain the structural integrity of interior supporting/bearing walls. The Owner shall maintain lines, pipes, wires, conduits, or systems (which for brevity are herein and hereafter referred to as utilities) which serve only his Unit, regardless of location, including any pipes going to or from the Unit's water heater. The Owner shall not alter utilities which serve one or more other Units. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board of Trustees. Such right to repair, alter, and remodel is coupled with the obligation to replace any materials removed with similar types or kinds of materials. An Owner shall maintain and keep in good repair the interior of his Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall

do no act and shall perform no work that will or may impair the structural soundness or integrity of the Building in which it is located, impair any easement or hereditament, or violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, or any other agency or entity which may then have jurisdiction over said Unit. Any expense to the Association for investigation under this Article shall be borne by the Owner if such investigation establishes a violation of this Section. Each Owner shall also keep the Limited Common Areas appurtenant to his Unit in a clean and sanitary condition and free and clear of ice and snow, dirt, debris, and any accumulation of water. In addition, Owners shall maintain the landscaping within the fenced-in patio areas appurtenant to their Unit, as well as the flower bed areas immediately adjacent to their Units as determined and directed by the Board. Owners are also responsible for the remediation of any radon affecting their Unit. Other general repair and replacement of the Limited Common Areas shall be the responsibility of the Association, unless specifically set forth via resolution of the Board. Each Owner shall be obligated to reimburse the Association upon notice by the Association of expenses incurred in repairing or replacing Common Area or Limited Common Area damaged by an act or failure to act of the Unit Owner, his tenants, guests, invitees, or agents.

Amendment 3

The opening sentence of Section 17.2 of the Declaration is hereby amended to read as follows:

17.2 ASSOCIATION'S RESPONSIBILITY: Except as otherwise provided in Section 17.1 or elsewhere in this Declaration, the Association shall have the duty to maintain and repair all of the Common Areas and Limited Common Areas within the Project including the structural integrity of interior structural walls of Units, and the cost of said maintenance and repairs shall be a Common Expense of all of the Owners.

Section 17.2.1 of the Declaration is also hereby amended to read as follows:

17.2.1 maintain the Common Areas and Limited Common Areas, including the parking areas, the sidewalks, and the landscaping, but excepting any landscaping within a fenced-in Limited Common backyard area appurtenant to a Unit or flowerbeds immediately adjacent to the Unit as set forth in Section 17.1.

Amendment 4

Article XXII is hereby amended and supplemented with the addition of following Section 23.9:

23.9 GENERAL NOTICE TO OWNERS: Notwithstanding anything to the contrary, any notice that the Association is required to provide to an Owner under the Declaration, Bylaws, or the Act may be delivered personally, by email, or placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit or posted on the front door of the Unit. Notice may also be delivered as allowed by the Act. Any notice so deposited in the mail shall be deemed delivered when deposited in the United States mail. Any notice delivered by email shall be deemed delivered when sent to an email address registered with the Association. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

CERTIFICATION

We, the undersigned officers of the Association, hereby certify, to the best of our knowledge, that the foregoing amendments were duly approved by at least 67% of the voting power of the Unit Owners pursuant to the requirements of Article XXI, Section 21.1 of the Declaration, as modified by the Act at U.C.A. §57-8-39. We are duly authorized by the Board to execute this document on the Association's behalf.

HUNTER VILLAS CONDOMINIUM OWNERS ASSOCIATION
A UTAH NON-PROFIT CORPORATION

Officer 1

ACKNOWLEDGEMENT

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2023, by Joleen Robinson, the President of the Hunter Villas Condominium Owners Association, A Utah non-profit Corporation.

COLIBRI CRUZ PAGNI
Notary Public, State of Utah
Commission # 732397
My Commission Expires
07/28/2027

Notary Public

Officer 2

ACKNOWLEDGEMENT

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2023, by Elizabeth Duffin, the Secretary of the Hunter Villas Condominium Owners Association, a Utah non-profit Corporation.

Notary Public

COLIBRI CRUZ PAGNI
Notary Public, State of Utah
Commission # 732397
My Commission Expires
07/28/2027

EXHIBIT A
(Legal Description)
96 Units + 1 Common Area = 97 total parcels

All Units (48 total units) and Common Areas of the **HUNTER VILLAS PHASE 1** condominium development according to the plat on file with the Salt Lake County Recorder's Office as **Entry No. 8124677** in Book 2002p on page 21.

Parcel Numbers: **14-27-329-001-0000** through **14-27-329-048-0000**; and

14-27-329-107-0000 (Common Area)

All Units (48 total units) and Common Areas of the **HUNTER VILLAS PHASE 2** condominium development according to the plat on file with the Salt Lake County Recorder's Office as **Entry No. 8631178** in Book 2003p on page 109.

Parcel Numbers: **14-27-329-050-0000** through **14-27-329-053-0000**; and
14-27-329-058-0000 through **14-27-329-065-0000**; and
14-27-329-070-0000 through **14-27-329-097-0000**; and
14-27-329-099-0000 through **14-27-329-106-0000**

14-27-329-107-0000 (Common Area)