

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

This SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOW BEND HOMEOWNERS ASSOCIATION, A PLANNED UNIT DEVELOPMENT ("Second 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. The First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Willow Bend Homeowners Association, a Planned Unit Development was recorded on October 14, 2022 as Entry No. 14029964 in the Office of the Salt Lake County Recorder.
- C. This Second 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 Second 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.
- D. Pursuant to Section 14.04 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by at least fifty-one percent (51%) of the total votes of the Association.
- E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

- F. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration, the provisions of this Second Amendment shall control.
- G. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

SECOND AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. **Section 14.11 is hereby added to the Declaration and shall read as follows:**

Section 14.11 Attorney's Fees

If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration, Articles of Incorporation, By-Laws, rules and regulations, or any other governing document of the Association, the Association may assess all reasonable attorney's fees, fines, and costs associated with such legal counsel to the party against whom enforcement is sought as an Individual Assessment, regardless of whether a lawsuit is initiated. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

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CERTIFICATION

IN WITNESS WHEREOF, this Second 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 30th day of May, 2024.

Willow Bend Homeowners Association

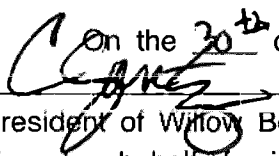
A Utah Nonprofit Corporation

Cindy Gantz

By: 

Its: President

State of Utah)
) ss.
County of Salt Lake

 On the 30th day of May, 2024, personally appeared before me _____ 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 

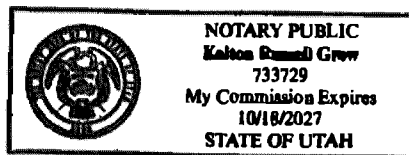


EXHIBIT A

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)