

WHEN RECORDED RETURN TO:

Miller Harrison LLC
5292 College Dr Ste 304
Murray, UT 84123

14408720 B: 11585 P: 3817 Total Pages: 4
07/11/2025 04:44 PM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

**SECOND AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CAPRI PARK HOME OWNERS ASSOCIATION**

- A. Certain real property in Salt Lake County, State of Utah, known as Capri Park Homes, was subjected to certain covenants, conditions, and restrictions pursuant to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Capri Park Home Owners Association ("Declaration") recorded on April 30, 2020, as Entry Number 13258243, in the Recorder's Office for Salt Lake County, Utah.
- B. Capri Park Homes was further subjected to certain covenants, conditions, and restrictions pursuant to the "Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Capri Park Home Owners Association" recorded on July 20, 2021, as Entry Number 13722930, in the Recorder's Office for Salt Lake County, Utah.
- C. This amendment shall be binding against the property described in the Declaration and further described herein as **Exhibit A**.
- D. Capri Park Home Owners Association, Inc., (the "Association") deems it in the best interest of the owners to clarify that the Association's Rules and Regulations shall control assignment of parking spaces notwithstanding the Plat or any other document and to make certain other clarifications and/or changes to parking arrangements within the Capri Park Homes community.
- E. Additionally, the Association wishes to change the reinvestment fee charged pursuant to Section 6.2 of the Declaration for the benefit of the Association.
- F. Pursuant to Article XI, Section 11.3 of the Declaration, the undersigned agent of the Association hereby certifies that the requirements to amend the Declaration have been satisfied to adopt this Amendment.
- G. Language deleted from the Declaration is struck out like so and language added to the Declaration is bracketed [like so].

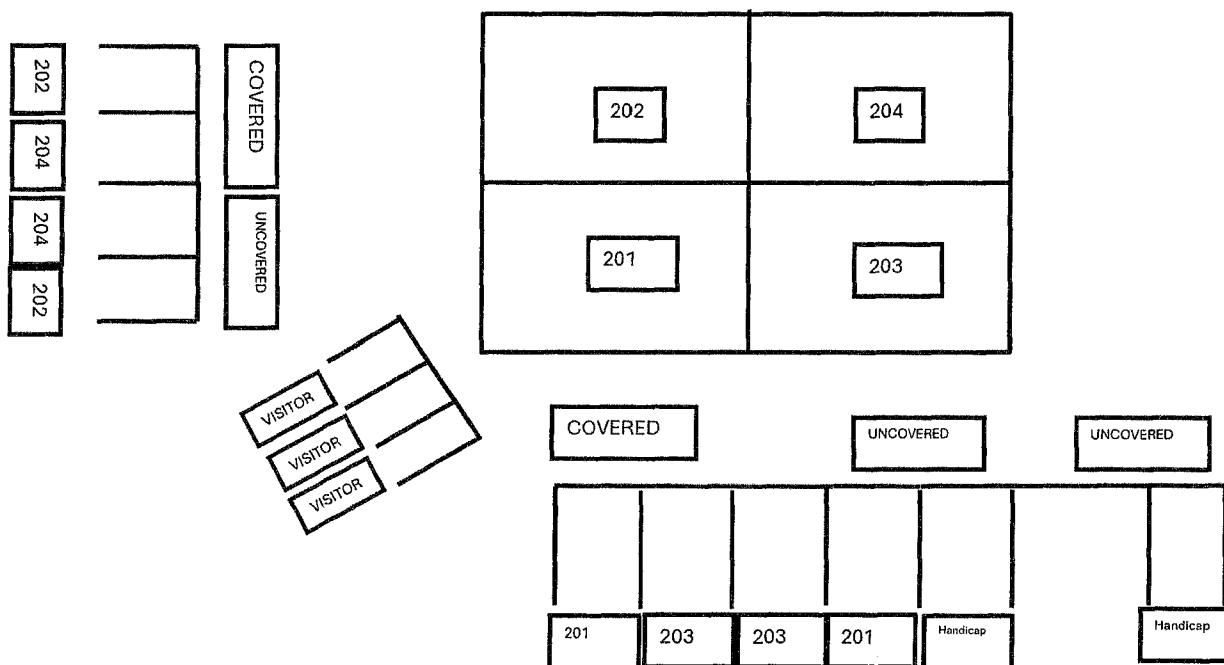
NOW THEREFORE, the Association hereby amends the Declaration as follows:

2.2 Description of Improvements. Project consists of 2 Phases developed over time. The Improvements within the Project are described in **Exhibit A [C]**, and all such improvements are described on the appropriate Plat Map[, except that assignment of parking spaces shall be conclusively determined and updated pursuant to the Association's Rules and Regulations, pursuant to Sections 2.5 and 3.4(c)]. The significant improvements contained in the Project include covered parking stalls for the Owners and uncovered parking stalls for visitors[, assignment of the rights to use such covered parking stalls shall be conclusively determined and updated pursuant to the Association's Rules and Regulations, pursuant to Sections 2.5 and 3.4(c)]. The Project also contains other improvements such as outdoor lighting and landscaping.

3.4 *Vehicles; Parking*

...
(c) Each Unit will be assigned parking spaces as established and set forth in the Association's Rules and Regulations by the Management Committee [which shall control parking assignments notwithstanding the Plat or any other document.], ~~parking assignments shall be assigned pursuant to a recorded deed.~~ The parking of additional vehicles, if any, shall be established by rules and regulations of the Committee.

...
[(e) Though the Management Committee retains the rights to assign parking spaces (both covered and uncovered) in accordance with its Rules and Regulations as permitted by this Declaration, the initial assignment of parking spaces in the area near Units 201-04 shall be as shown in Figure 1 below, anything to the contrary in the Plat notwithstanding.



The Management Committee shall have the power to charge a fee established by rule to any Unit using more than a single space or leasing a space, even if such additional space has been previously assigned to that Unit by the Management Committee or assigned to that Unit via the Plat.]
...

6.2 *Reinvestment Fee Covenant.* Upon the transfer of title to each Unit, a reinvestment fee, [in an amount to be determined by the Management Committee (by resolution or by the Rules and Regulations) but in no event to exceed .5% of the burdened property,] ~~not to exceed \$500 per transfer,~~ shall be charged and payable to the Association. A separate Notice of Reinvestment Fee will be recorded providing additional notice. The parties to the transaction are responsible to negotiate

who pays this fee. [The initial amount established for this reinvestment fee shall be \$1,500, unless such amount exceeds the value of .5% of the burdened property, in which case the fee shall be the maximum amount permitted by law. As stated above, the amount of the reinvestment fee shown herein may be changed by the Management Committee.]

IN WITNESS WHEREOF, the CAPRI PARK HOME OWNERS ASSOCIATION, INC. has executed this Second Amendment to the Declaration this 10 day of July, 2025.

CAPRI PARK HOME OWNERS
ASSOCIATION, INC.

By: Capri HOA President
Name: Debra Hunt
Its: DH

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 10 day of July 20, 2025, personally appeared before me
Debra S. Hunt, who by me being duly sworn, did say that they are an authorized representative of the Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public:



EXHIBIT A

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 900 EAST STREET RUNNING THENCE SOUTH 00°11'03" WEST 57.57 FEET ALONG SAID RIGHT OF WAY LINE OF 900 EAST STREET; THENCE SOUTH 89°58'47" WEST 300.00 FEET; THENCE SOUTH 00°11'03" WEST 805.86 FEET TO THE NORTH LINE OF 3685 SOUTH STREET; THENCE NORTH 89°59'45" WEST 464.90 FEET ALONG THE NORTH LINE OF SAID 3685 SOUTH STREET; THENCE NORTH 00°11'21" EAST 575.48 FEET; THENCE SOUTH 89°59'13" WEST 305.94 FEET; THENCE NORTH 00°11'29" EAST 287.69 FEET; THENCE NORTH 89°58'42" EAST 305.93 FEET; THENCE NORTH 00°11'21" EAST 282.75 FEET; THENCE NORTH 89°58'10" EAST 562.92 FEET; THENCE SOUTH 00°11'12" WEST 167.79 FEET; THENCE NORTH 89°58'30" EAST 19.52 FEET; THENCE SOUTH 00°11'07" WEST 47.11 FEET; THENCE NORTH 89°58'36" EAST 5.31 FEET; THENCE SOUTH 00°11'12" WEST 65.53 FEET; THENCE NORTH 89°58'50" EAST 177.06 (177.00 REC) FEET; THENCE SOUTH 00°11'03" WEST 2.40 (2.43 REC) FEET TO THE POINT OF BEGINNING.

CONTAINING 668,838 SQ FT OR 15.354 ACRES MORE OR LESS.