

When Recorded mail to:  
Nathan K. Fisher  
444 East Tabernacle B-201  
St. George Utah 84770

DOC # 20150004329

Restrictive Page 1 of 5  
Russell Shirts Washington County Recorder  
02/09/2015 04:40:23 PM Fee \$ 18.00  
By FISHER & HUNTER



## FIRST AMENDMENT TO DECLARATION

### OF MILLCREEK SPRINGS TOWNHOMES AMENDED

This First Amendment to Declaration of Millcreek Springs Townhomes is made this 14<sup>th</sup> day of January, 2015, by the undersigned Management Committee of Millcreek Springs Townhomes.

#### RECITALS

- A. On March 21, 2007, Declarant caused to be filed for record in the office of the County Recorder of Washington County, Utah, the Declaration of Millcreek Springs Townhomes, (the "Declaration"), which was recorded as Doc # 20070014114, of the Official Records of Washington County.
- B. On January 21, 2014, a meeting of the Owners was held, in which, pursuant to the Agenda, the issue of rental restrictions was discussed and voted upon.
- C. The Owners have determined that to provide for the preservation and enhancement of the property value that said Declaration be amended as hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, the Owners hereby amend said Declaration as follows:

ARTICLE II COVENANTS, CONDITIONS, AND RESTRICTIONS shall be amended to insert the following provision as Section 39 of ARTICLE II:

39. Rental Restrictions. No more than Forty Nine Percent (49%) of the Units or Lots in the Association may be leased or rented at any given time to a Third Party. Any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until said Unit or Lot is sold or conveyed to a Third Party. Any Unit or Lot Owner engaged in leasing or renting activities must, upon the sale or conveyance of said Unit or Lot, notify any potential buyer or person taking title that no more than Forty Nine Percent (49%) of the Units or Lots in the Association may be leased or rented at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person or entity who is not an Owner as that term is defined in the Declaration.

Notwithstanding the foregoing, and pursuant to Utah Code Ann. Section 57-8a-209, the following lot owner and lot owner's lot shall be exempt from the rental restrictions:

- i. a lot owner in the military for the period of the lot owner's deployment;

- ii. a lot occupied by a lot owner's parent, child, or sibling;
- iii. a lot owner whose employer has relocated the lot owner for no less than two years; or
- iv. a lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
  - a. the estate of a current resident of the lot; or
  - b. the parent, child, or sibling of the current resident of the lot.

Notwithstanding the foregoing, and pursuant to Utah Code Ann. Section 57-8a-209, each Owner who has a rental in the association before the time the rental restriction described in Subsection (2)(a) is recorded with the county recorder of the county in which the association is located to continue renting until:

- a. the lot owner occupies the lot; or
- b. an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot.

The Association shall create, by rule or resolution, procedures to:

- a. determine and track the number of rentals and lots in the Association subject to the provisions described herein; and
- b. ensure consistent administration and enforcement of the rental restrictions.

**Effective Date.** The Management Committee hereby certifies that a meeting of Owners was held on January 21, 2014, at which a quorum was present and during which the amendment was approved by a vote of at least 67% of the Owners. This First Amendment to the Declaration was effective January 21, 2014, except as otherwise set forth herein to the contrary. Except as amended by the foregoing provision, all other terms, covenants, conditions and restrictions set forth in the Millcreek Springs Townhomes, shall remain in full force and effect.

EXECUTED the day and year set forth below.

**SIGNATURES BEGIN ON NEXT PAGE**

MILLCREEK SPRINGS TOWNHOMES,  
MANAGEMENT COMMITTEE

By:   
Robbie Barrus, Chairman & President  
Management Committee

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 14<sup>th</sup> day of January, 2015, personally appeared before me Robbie Barrus, known to me to be the person subscribed to the foregoing First Amendment to Declaration of Millcreek Springs Townhomes who duly acknowledged to me that he executed the same.

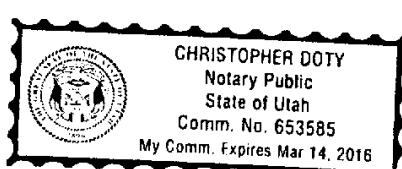
  
\_\_\_\_\_  
NOTARY PUBLIC  


MILLCREEK SPRINGS TOWNHOMES,  
MANAGEMENT COMMITTEE

By: Susan Strang  
Susan Strang, Vice President  
Management Committee

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 21 day of January, 2015, personally appeared before me Susan Strang, known to me to be the person subscribed to the foregoing First Amendment to Declaration of Millcreek Springs Townhomes who duly acknowledged to me that she executed the same.



Christopher Doty  
NOTARY PUBLIC

MILLCREEK SPRINGS TOWNHOMES,  
MANAGEMENT COMMITTEE

By: Jamie Bahlmann  
Jamie Bahlmann, Secretary  
Management Committee

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 10 day of January, 2015, personally appeared before me Jamie Bahlmann,  
known to me to be the person subscribed to the foregoing First Amendment to Declaration of  
Millcreek Springs Townhomes who duly acknowledged to me that she executed the same.

Susan H. Strong  
NOTARY PUBLIC