



When recorded please return to:

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**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
FREEDOM VILLAGE AT THE FIELDS**

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Freedom Village at the Fields (the "**Declaration**"), that was recorded August 21, 2017, as Document No. 20170034062 of the records of the Washington County Utah Recorders Office is made and executed this 31 day of Oct, 2018, pursuant to Section 12.2 of the Declaration, as amended by that First Amendment recorded May 10, 2018, as Document No. 20180019452 of the records of the Washington County Utah Recorders Office, and which affects the real property described in **Exhibit "A"** that is attached hereto and incorporated herein by this reference (the "**Property**").

**AMENDMENT**

**A new Section 10.12 is added to Article 10 to read as follows:**

**10.12 Other Provisions for Insurance Policies - Condominium Mortgagee Protections**

10.12.1 The insurance policy described in Section 10.2 shall provide that coverage not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insureds, including any Mortgagee who has a first mortgage lien upon a Condominium Unit (each a "**Condominium Mortgagee**") who have filed a written request for such notice in accordance with Section 14.13.1.

10.12.2 Priority To Proceeds. Nothing in this Article 10 shall be construed to give the Association or Unit Owners priority over a first Mortgagee to proceeds of insurance damage or condemnation claims.

**A new Section 12.3 is added to Article 12 to read as follows:**

12.3 Amendments requiring Condominium Mortgagee Approval. Notwithstanding anything herein to the contrary, any amendment to the Declaration that is materially adverse to

Condominium Mortgagees must be agreed to by Condominium Mortgagees that represent at least 51% of the votes of Condominium Unit Owners whose Condominium Units are subject to mortgages. Moreover, any action to terminate the legal status of the Association or Declaration for any reason including after substantial destruction or condemnation of the Condominium Building, must be agreed to by Condominium Mortgagees that represent at least 51% of the votes of Condominium Unit Owners whose Condominium Units are subject to mortgages. The provisions of this Section 12.3 are in addition to any requirements for amendment in Article 12 or any other provision of the Declaration.

**A new Section 14.13 is added to Article 14 to read as follows:**

14.13 Notification to Condominium Mortgagees.

14.13.1 Notices. A Condominium Mortgagee that provides a written request to the Association, stating the Condominium Mortgagee's name and address and the Unit address to which its mortgage, trust deed, or other encumbrance relates, will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss that affects a material portion of the Condominium Building or which affects any Unit securing its Mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds a Mortgage; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any other matter in this Declaration which authorizes or requires notice to a Condominium Mortgagee.

14.13.1 Failure To Provide Notice. Notwithstanding anything herein to the contrary, in the event a Condominium Mortgagee fails to provide the request as stated in Section 14.13.1, the Condominium Mortgagee shall be deemed to have waived its right to receive any notice required to be sent to Condominium Mortgagees by the provisions of this Declaration.

14.13.3. Notice of Condominium Mortgagee Objections; Implied Approval  
Unless a Condominium Mortgagee provides the Board with written notice of its objection, if any, on any matter that requires Condominium Mortgagee approval within sixty (60) days following the receipt of notice delivered by certified or registered mail, return receipt requested, of such proposed amendment or action, the Condominium Mortgagee shall be deemed conclusively to have approved the proposed amendment or action.

**Exhibit A**

**Property Description**

Parcel No: W-Free-1 through 49

All of Lots (or Units) 1-49, Freedom Village @ The Fields, according to the official plat thereof, on file in the office of the recorder of Washington County, State of Utah.

TOGETHER WITH an undivided interest in the Common Areas as set forth on the official plat thereof on file in the office of the recorder of Washington County, State of Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Declaration has hereunto set its hand this 31 day of October, 2018.

**DECLARANT:**

Freedom Village at the Fields, LLC  
a Utah limited liability company

By: Tincup Creek, LLC

By: LeAnne Hoopes  
LeAnne Hoopes, Manager

By: Dan Hoopes  
Dan Hoopes, Manager

By: Tyler Hoopes  
Tyler Hoopes, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 31<sup>st</sup> day of October, 2018, before me personally appeared LeAnne Hoopes, Dan Hoopes, and Tyler Hoopes whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did each say that he or she is a Manager Tincup Creek, LLC, which is the manager of Freedom Village at the Fields, LLC, a Utah limited liability company, and that the foregoing document was signed by each of them on behalf and as a manager of Tincup Creek, LLC, which is signing as manager of Freedom Village at the Fields, LLC by authority of the governing documents of Freedom Village at the Fields, LLC, and each acknowledged before me that Tincup Creek, LLC executed the document as manager of Freedom Village at the Fields, LLC, and the document was the act of Freedom Village at the Fields, LLC for its stated purpose.

David H. Konold  
NOTARY PUBLIC

