



WHEN RECORDED RETURN TO:  
**Warner Gateway Homeowner's Association**  
Shon Colarusso  
3961 Pinetree Dr.  
Salt Lake City, UT 84124

Recorded against the property  
Described in Exhibit A

**AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WARNER GATEWAY  
SUBDIVISION**

As more particularly stated herein, this Amendment to the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Warner Gateway Subdivision (hereinafter "Amendment"), amends the following:

- (i) First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Warner Gateway Subdivision, recorded with the Washington County Recorder on July 12, 2018, as Doc No. 20180028662 ("Declaration"); and
- (ii) Any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Declaration").

This Amendment is undertaken pursuant to Article 12 of the Declaration which provides that the Declarant has the unilateral right to amend the Declaration and/or pursuant to Article 12 of the Declaration which provides that the Declaration may be amended by the affirmative vote of sixty seven percent of the voting rights of the Warner Gateway Homeowner's Association ("Association"). This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder. All the Property know as the Warner Gateway Subdivision (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

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**Section 1.6**

The following amends, wholly replaces, and substitutes for Section 1.6 of the Declaration:

**1.6 Common Areas**

Common Areas mean the private roads, if any; all open spaces; and any other areas shown or described on the Map as Common Areas or open space. The Common Areas may

consist of landscaping, irrigation equipment, walkways, paving, and other improvements. The Association owns all Common Areas. Streets and sidewalks are dedicated to Washington City. However, use of the streets and sidewalks are subject to the Governing Documents.

### **Section 1.9**

The following amends, wholly replaces, and substitutes for Section 1.9 of the Declaration:

#### **1.9 Declarant**

Declarant means STC HOLDINGS, LLC, a Utah limited liability company, its successors and any Person or entity to which it shall have assigned any rights under this Declaration. A Person or entity that acquires all or substantially all of the right, titles and interest of Declarant, or in the Property by foreclosure, judicial sale, bankruptcy proceedings, or by other similar involuntary transfer, shall automatically be deemed a successor and assign of the Declarant under this Declaration.

### **Section 3.2.3**

The following amends, wholly replaces, and substitutes for Section 3.2.3 of the Declaration:

#### **3.2.3 Utility Easements**

The Association and any public utility provider shall have an easement over all Lots for the installation, maintenance, and development of utilities and drainage facilities as set forth in the Map(s). The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

### **Section 5.1**

The following amends, wholly replaces, and substitutes for Section 5.1 of the Declaration:

#### **5.1 Association Responsibility**

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore, and maintain the Common Areas.

The Association, in its sole discretion, may maintain the front yard landscaping (weeding, mowing, trimming (trees to 10 feet), raking, etc.) to the front foundation line of the Living Unit. All other landscaping maintenance, repair, and replacement on a Lot shall be the responsibility of the Owner.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Living Unit, if, in the

opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

#### **Section 6.20**

The following amends Section 6.20 of the Declaration:

##### **6.20 Reinvestment Fee**

In addition to all other assessments and upon the conveyance of a Lot, a reinvestment fee shall be charged to the buyer or seller upon and as a result of a transfer of a Lot, for the purposes of enabling the Association to pay for one or more of the items identified in Utah Code §57-1-46(1)(i)(ii)(A)-(H), as amended or supplemented from time to time. Notwithstanding the foregoing, no reinvestment fee shall be imposed on the transfer of a Lot from Declarant to Visionary Homes 2020, LLC, or on the transfer of a Lot from Visionary Homes 2020, LLC to Declarant.

#### **Section 7.1**

The following amends, wholly replaces, and substitutes for Section 7.1 of the Declaration:

##### **Section 7.1 Use of Lots - Residential Use**

Each of the Lots in the Property are for single-family use and also limited to those use allowed by municipal zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions). No portion of any Lot shall be sublet, nor shall any Lot be used for transient, vacation, or hotel purposes. A lease for a period of less than 12 months shall be deemed to be for transient purposes.

#### **Section 7.8**

The following amends, wholly replaces, and substitutes for Section 7.8 of the Declaration:

##### **Section 7.8 Signs**

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. Only one professionally made "For Sale" or "For Rent" sign, not to exceed three square feet in size, may be placed on a Lot.

#### **Section 7.9**

The following amends, wholly replaces, and substitutes for Section 7.9 of the Declaration:

#### **Section 7.9 Pets**

No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two domesticated dogs or cats shall be allowed as long as those animals do not unreasonably bother or constitute a nuisance to others, are immediately cleaned up after, kept on a leash when outside (except in fenced rear yards and provided such animals are otherwise kept in compliance with the Rules and Regulations). Kennels or outdoor enclosures for animals are prohibited unless approved by the Board. If a pet owner violates any of the pet Rules & Regulations, the Board shall have the express authority to issue citations or levy assessments and fines, and collect these by judgment, lien, or foreclosure. In extreme cases, the Board may require that the Owner or Resident remove his pet from the premises.

#### **Section 9.1**

The following amends, wholly replaces, and substitutes for Section 9.1 of the Declaration:

##### **9.1**

Declarant has full administrative control of the Association through an appointed interim Board, which shall serve until the Turnover Meeting. Notwithstanding any contrary provision in the Governing Documents, the interim Board may consist of any number of Board members as determined by Declarant. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three years from the date the last Lot to be developed in the Property is sold by the Declarant. Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners, and the Turnover Meeting shall be held within 90 days of such notice.

#### **Section 13.9**

The following amends, wholly replaces, and substitutes for Section 13.9 of the Declaration:

##### **13.9 Conflicts**


If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Bylaws, Articles, or Rules & Regulations, the Declaration shall control.

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All other provisions of the Declaration shall remain in full force and effect as written and shall not be affected by this Amendment.

STC HOLDINGS, LLC hereby certifies that it is the Declarant and/or the holder of more than 67% of the voting right of the Association.

STC HOLDINGS, LLC

  
\_\_\_\_\_  
Shon Colarusso, President

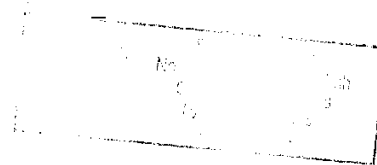
STATE OF UTAH

)  
:SS

COUNTY OF WASHINGTON )

On this 23 day of December, 2020, personally appeared before me Shun Colarusso who being by me duly sworn, did say that he is the President of STC HOLDINGS, LLC, and this Amendment was signed by him on behalf of STC HOLDINGS, LLC as Declarant, and that he is authorized by STC HOLDINGS, LLC as Declarant, to execute this Amendment.

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



The President of Warner Gateway Homeowner's Association, a Utah nonprofit corporation, hereby certifies that STC HOLDINGS, LLC is the Declarant and/or the holder of more than 67% of the voting right of the Association.

WARNER GATEWAY HOMEOWNER'S ASSOCIATION

  
\_\_\_\_\_  
Shon Colarusso, President

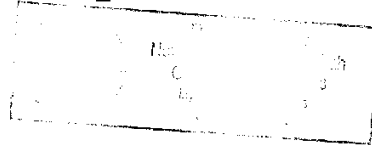
STATE OF UTAH

)  
:SS

COUNTY OF WASHINGTON )

On this 23 day of December, 2020, personally appeared before me Shun Colarusso who being by me duly sworn, did say that he is the President of the WARNER GATEWAY HOMEOWNER'S ASSOCIATION, A Utah nonprofit corporation, and that this Amendment was signed by him on behalf of the Association, and that he is authorized by the Association to execute this Amendment.

Reed D. Scott  
NOTARY PUBLIC



**Exhibit A**  
**Legal Description**

ALL OF SECTION LOT 15 OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 15 WEST,  
SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 43  
SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING  
THENCE N 88°50'54" W ALONG THE SOUTH LINE OF SAID SECTION 1320.06 FEET TO  
THE WEST 1/16 CORNER OF SAID SECTION; THENCE N 1°05'33" E ALONG SAID  
WEST 1/16 LINE 1368.20 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION;  
THENCE S 88°07'56" E ALONG SAID SOUTHWEST 1/16 LINE 1321.37 FEET TO THE  
SOUTH CENTER 1/16 CORNER OF SAID SECTION; THENCE S 1°08'34" E ALONG SAID  
CENTER SECTION LINE 1351.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE SOUTHERN PARKWAY RIGHT OF WAY.

CONTAINS 34.84 ACRES

W-5-3-1-320