

WHEN RECORDED RETURN TO:

Shamrock Village, LLC  
14034 S. 145 E. Suite 204  
Draper, UT 84020

06-395-0101 through 06-395-0109  
06-399-0201 through 06-399-0215  
06-407-0301 through 06-407-0318  
06-414-0401 through 06-414-0437  
06-419-0501 through 06-419-0536  
06-422-0601 through 06-422-0634

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHAMROCK VILLAGE**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Shamrock Village (the "Second Amendment") is executed and adopted by Shamrock Village, LLC (the "Declarant") on behalf of the Shamrock Homeowners Association, Inc. a Utah non-profit corporation (the "Association").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for Shamrock Village was recorded in the office of the Davis County Recorder on June 26, 2018 as Entry No. 3101319, in Book 7044, at Pages 351-403 (hereinafter the "Declaration").

B. The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Shamrock Village was recorded in the office of the Davis County Recorder on April 11, 2019 as Entry No. 3153268, in Book 7239, at Pages 768-771.

C. This Second Amendment affects the real property located in Davis County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Declarant and Association desire to amend the Declaration as set forth in this Second Amendment to incorporate restrictions and regulations governing crawl spaces within Residences in the Project and to clarify the allocation of maintenance responsibilities between the Owners and the Association for landscaping and storm drains.

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

F. As of the date of this Second Amendment, the Declarant remains an owner of Lots within the Project.

G. Pursuant to Article XV, Section 15.1 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by the Declarant pursuant to its unilateral amendment power.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this Second Amendment, which shall be effective as of its recording date with the Davis County Recorder's office.

(1) **Amendment No. 1.** Article VII, Section 7.7 shall be added to the Declaration as follows:

7.7. **Crawl Space.** Certain Residences within the Project may be built with crawl space areas in lieu of a full basement. By acceptance of a deed to a Lot containing a Residence constructed with a crawl space, each Owner hereby acknowledges, agrees, and understands that the crawl space areas are not intended for residential use or occupancy. Owners agree that they will not finish, use, or occupy any crawl space areas for any type of residential purpose. Crawl spaces should only contain utility lines, pipes, and necessary mechanical equipment. Owners may also use crawl space areas for storage of personal property. Owners are responsible for maintaining their crawl space areas and all utilities located within their crawl space, and shall install screens and other components to prevent the entry of rodents and pests into the crawl space. Owners shall also be required to take all precautions and make all necessary installations to prevent the accumulation of water in the crawl space, which may include the need to install a sump pump system. If a sump pump is used, then Owners are required to discharge water into their own yards.

(2) **Amendment No. 2.** Article VII, Section 7.8 shall be added to the Declaration as follows:

7.8 **Water Drainage Systems and Improvements.** Unless specifically provided herein, Owners shall be responsible for all landscape grading, pipes, drains, and related facilities located on their Lots.

(a) The Association shall be responsible to maintain the main line of the storm water drain systems located within Shamrock Village Phase 4 and Shamrock Village Phase 6 plats and any similar storm drain systems that may be installed in future phases of the Project. The Association shall keep the main lateral storm drain lines clear of debris and shall check such line at least every 3 years and perform any necessary maintenance, clearing or repairs.

(b) The Association shall be responsible for maintaining all bubble up structures for the main line of the storm drain system (if any). Such maintenance shall include routine clearing of trapped debris and sediment as necessary for the proper operation of the bubble up structures.

(c) Owners are responsible for any alterations made to the grading and/or swale located on their Lot. Owners shall be responsible to keep swales clear of debris to ensure proper drainage. Owners shall be liable for all damages and claims that may arise from alterations in the grading and/or swale located on their Lot.

(d) Landscaping plans submitted to Association are for aesthetics only. The approval of landscaping plans by the Association shall not be interpreted as giving approval (either direct or implied) for any changes or alterations to the grading and/or swale located of Owners Lots. Any modification or alteration of the grading, swale, and water drainage pattern of a Lot shall be at the sole risk of Owners conducting such alterations. Owners shall be responsible to defend and indemnify the Association for any claims that may arise for any alterations to the grading or swale of a Lot and subsequent water drainage.

(e) Owners are responsible to keep all drain grates of the storm water system that are located on their Lot clear of debris, dirt, and vegetation. Owners shall be responsible for any costs incurred by the Association for any necessary clearing of debris from the drain grates.



**EXHIBIT A**

[Legal Description]

All of **SHAMROCK VILLAGE PHASE 1**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3101318.

Including Lots 101 through 106 and Parcels A, B & C

**Serial Numbers: 06-395-0101 through 06-395-0109**

All of **SHAMROCK VILLAGE PHASE 2**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3101320.

Including Lots 201 through 214 and Parcel A

**Serial Numbers: 06-399-0201 through 06-399-0215**

All of **SHAMROCK VILLAGE PHASE 3**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3140362.

Including Lots 301 through 315, Parcel A, Private Street 1995 S., and Private Street 2030 S.

**Serial Numbers: 06-407-0301 through 06-407-0318**

All of **SHAMROCK VILLAGE PHASE 4**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3174425.

Including Lots 401 through 436 and Parcel E

**Serial Numbers: 06-414-0401 through 06-414-0437**

All of **SHAMROCK VILLAGE PHASE 5**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3220412.

Including Lots 501 through 532, Parcels A & B, and Private Streets

**Serial Numbers: 06-419-0501 through 06-419-0536**

All of **SHAMROCK VILLAGE PHASE 6**, according to the official plat on file in the office of the Davis County Recorder.

Including Lots 601 through 634

**Serial Numbers: 06-422-0601 through 06-422-0634**

More particularly described as:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WOODS CROSS CITY, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES NORTH 00°23'18" WEST 2628.07 FEET AND NORTH 89°48'15" WEST 1122.46 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING THE NORTH WEST CORNER OF SHAMROCK VILLAGE PHASE 2 SUBDIVISION; THENCE ALONG SAID PHASE 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES: (1) SOUTH 00°27'42" WEST 101.46 FEET, (2) SOUTH 31°11'52" WEST 65.27 FEET, (3) SOUTH 28°09'19" WEST 390.90 FEET, (4) SOUTH 11°06'26" WEST 171.25 FEET, (5) SOUTH 89°48'15" EAST 150.25 FEET, (6) SOUTH 00°11'45" WEST 170.80 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 228.00 FEET, (7) THENCE ALONG SAID CURVE 38.07 FEET (CHORD BEARS NORTH 83°02'11" EAST 38.02 FEET, (8) SOUTH 12°13'50" EAST 122.82 FEET TO A POINT ALONG THE NORTHERLY LINE OF SHAMROCK VILLAGE PHASE 4 SUBDIVISION; THENCE ALONG SAID PHASE 4 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) NORTH 89°48'15" WEST 432.09 FEET, (2) SOUTH 23°09'41" WEST 39.38 FEET, (3) NORTH 82°48'18" WEST 101.48 TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 172.00 FEET, (4) THENCE ALONG SAID CURVE 15.06 FEET (CHORD BEARS NORTH 25°38'50" EAST 15.05 FEET), (5) NORTH 61°50'41" WEST 171.00 FEET; THENCE NORTH 28°09'19" EAST 1004.16 FEET TO A POINT ALONG THE SOUTHERLY LINE OF MOUNTAIN VIEW PHASE 2 SUBDIVISION, ON RECORD WITH THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY #2268555; THENCE ALONG SAID PHASE 2 BOUNDARY SOUTH 89°48'15" EAST 257.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 380,484 SQ. FT. OR 8.735 ACRES, MORE OR LESS