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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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RETURNED  
JUN 17 2022

**AMENDMENT NO. 1**  
**TO THE**  
**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS,**  
**AND RESERVATION OF EASEMENTS**  
**FOR**  
**MILL CREEK HOLLOW**  
**A UTAH SUBDIVISION**

*11-648-0001 thru 0010*

**JUNE 2022**

**AMENDMENT NO. 1**

**TO**

**Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Mill Creek Hollow, a Utah subdivision**

**This Amendment No. 1 to the Declarations of Covenants, Conditions and Restrictions, and Reservations of Easements for Mill Creek Hollow, a Utah subdivision ("Amendment No. 1) is made and executed on the date shown below after a vote of approval by the members of Mill Creek Hollow, LLC (the "Association"), a Utah limited liability company.**

**RECITALS**

**WHEREAS, the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Mill Creek Hollow, a Utah subdivision (the "Declaration") was recorded in the Office of the Davis County Recorder on the 27th day of March, 2008, as entry number 2352243; and**

**WHEREAS, the Declaration, and any amendments thereto shall collectively be referred to herein as the "Governing Documents"; and**

**WHEREAS, the members of the Association desire to adopt this Amendment No. 1 to the Declaration and record the same against the real property located in Davis County, Utah, known as "Mill Creek Hollow Subdivision" and more fully described on Exhibit "A" attached hereto; and**

**WHEREAS, each Lot Owner in the Subdivision has constructed a Single-Family Residence on his Lot, leaving no undeveloped Lots in the Subdivision; and**

**WHEREAS, the final sentence of subsection c.8. of the Declaration, entitled "Leases", which reads as follows: "Each Owner agrees, by acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, to pay to the Association a sum equal to five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold or if he enters into a lease/option or other similar agreement on the Lot without the express prior written consent of the Board of Directors.",**

was designed and intended to apply only to a sale, lease/option or similar agreement affecting an unimproved Lot;

WHEREAS, since no undeveloped Lots remain in the Subdivision, the Residential Lot Owners desire to delete the above-referenced final sentence from subsection c.8. of the Declaration to avoid any future claim that the sentence applies to a sale, lease/option or other similar agreement affecting a developed Lot (i.e., a Lot on which a Single-Family Residence has been constructed).

NOW THEREFORE, to accomplish the Owner's objectives, the following Amendment No. 1 of the Declaration is adopted. If there is any conflict between this Amendment No. 1 and any provision of the Governing Documents, this Amendment No. 1 shall prevail. This Amendment No. 1 shall become effective upon recording. The terms defined in Article I of the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. The Declaration and Governing Documents are amended by this Amendment No. 1 as follows:

Subsection c.8. of the Declaration, entitled Leases, which begins on page 18 of the Declaration, is deleted, and in lieu thereof, the following is substituted:

**"c. 8. Leases. In order to maintain the value of the purchased property and subdivision, each Home must be owner-occupied, unless the Owner is granted upon application in writing a hardship exemption. The term "owner-occupied" shall mean a Home occupied by one of the following: (a) The vested owner as shown on the records of the County Recorder; (b) The vested owner and/or his spouse, children or parents; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner, provided, the occupant holds a beneficial interest in such legal entity of at least 50.0% and/or his spouse, children or parents. The Board of Directors is hereby empowered but not required to allow the leasing of a Home upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which: (i) An Owner must relocate his residence and cannot, within ninety (90) days from the date the Home was placed on the market, sell the Home while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) The Owner dies and the Home is being administered by his estate; (iii) The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Home; or (iv) The Home is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouse. Rental rules and regulations may be adopted by the Board of Directors. No Owner may lease or rent his Home for a period of one (1) year from the date of closing. No Owner shall be permitted to lease his Home for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term**



"short term" shall be considered to be any rental with an initial term of less than one (1) year. No Home may be rented more than one time in any twelve (12) month period. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Home, including by way of illustration but not limitation letting a room-to domestic help or a caretaker, without the prior express written consent of the Board of Directors. "For Rent" or "For Lease" signs are prohibited. The Board of Directors must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "nonconforming" and, as such, voidable by the Board of Directors. The Board of Directors may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Drug Free Addendum, approved by the Association (or include specific terms in their leases)."

### CERTIFICATION

It is hereby certified that Lot Owners holding more that 67% of the undivided ownership interests in the common areas and Lots in Mill Creek Hollow, a Utah subdivision, have voted to approve Amendment No. 1 and that all of the voting requirements for amending the Declaration have been satisfied.

IN WITNESS WHEREOF, we have affixed our signatures this 1 day June 2022.

MILL CREEK HOLLOW, LLC,

a Utah limited liability company

By: Kim Chatterton 5/1/2022

Name: Kim Chatterton

Title: President

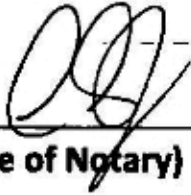
By: Kathy Carver 6/1/2022

Name: Kathy Carver

Title: Secretary

STATE OF UTAH )  
 ) SS.  
COUNTY OF DAVIS )

On this 1 day of June 2022, personally appeared before me Kim Chatterton and Kathy Carver, who, being by me duly sworn, did say that they are the President and Secretary (officers) of Mill Creek Hollow, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said Company, sometimes also referred to as the Association, and they duly acknowledged to me they executed the same.



(Signature of Notary)



**LEGAL DESCRIPTION OF TRACT  
EXHIBIT "A"  
PHASE 1 OF MILL CREEK HOLLOW**

The Land described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

**BOUNDARY DESCRIPTION**

*A part of the Northeast Quarter of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey;  
Beginning at the Southeast corner of Lot 18, Sanders Lane Subdivision No. 2 in Kayville City, Davis County, Utah; said point is 2057.90 feet South 0°23'40" West along the Section line and 709.80 feet West from the Northeast corner of said Quarter Section; and running thence South 8°04'02" East 326.68 feet along the West boundary line of Mill Creek Estates, No. 3, a subdivision in Kayville City, Davis County, Utah to the North boundary of Barker Subdivision in Kayville City, Davis County, Utah; thence three (3) courses along said North boundary as follows: South 85°53'04" West 138.54 feet; South 9°14'18" East 95.04 feet and South 44°10'04" West 89.90 feet; thence South 78°13'04" West 89.96 feet; thence North 84°49'36" West 52.36 feet; thence South 0°34'04" West 42.71 feet to said North boundary; thence North 89°25'56" West 436.50 feet along said North boundary to the East right-of-way line of Fairfield Road; thence North 0°34'04" East 124.92 feet along said East right-of-way line to the South right-of-way line of Sanders Lane; thence three (3) courses along said South right-of-way line as follows: Northeastery along the arc of a 354.11 foot radius curve to the left a distance of 107.58 feet (Long Chord bears North 81°51'51" East 107.17 feet); Northeastery along the arc of a 105.68 foot radius curve to the left a distance of 133.89 feet (Long Chord bears North 38°51'51" East 125.11 feet); and North 0°34'04" East 64.13 feet to the Southwest corner of Lot 10, Sanders Lane Subdivision in Kayville City, Davis County, Utah; thence South 89°25'56" East 163.20 feet along the South line of said Lot 10 to the East boundary of said Sanders Lane Subdivision; thence two (2) courses along said East and the South boundaries of said Sanders Lane Subdivision as follows: North 16°52'07" West 124.84 feet and North 72°46'52" East 404.87 feet and along the South boundary of said Sanders Lane Subdivision No. 2 to the point of beginning.*

*Contains 5.298 Acres*