

3595577
BK 8629 PG 752

E 3595577 B 8629 P 752-759
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/18/2024 02:54:38 PM
FEE: \$214.00 Pgs: 8
DEP eCASH REC'D FOR: SMITH KNOWLES PC

When recorded return to:
Smith Knowles, PLLC
2225 Washington Blvd., Suite 200
Ogden, Utah 84401

COVER SHEET

for
SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR
CRYSTAL CREEK PHASE 1 SUBDIVISION

Parcel Nos.:

Phase 1 - 12-594-0101 through 12-594-0140

Phase 2 - Parcels 12-636-0201 through 12-636-0214 and 12-636-0216 through 12-636-0228
(12-636-0228 NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR
I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Phase 3 - 12-655-0301 through 12-655-0326

Parcel A - 12-594-0141

Parcel B – 12-594-0142

Parcel C – 12-594-0143

Parcel D – 12-594-0144 (NOTE, THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR
REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY
TAXABLE PARCEL OF LAND.)

Parcel E – 12-594-0145

Parcel F – 12-594-0146

Parcel G – 12-594-0147

Parcel H – 12-594-0148

**SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR
CRYSTAL CREEK PHASE 1 SUBDIVISION**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRYSTAL CREEK PHASE 1 SUBDIVISION (this "Second Amendment") is hereby adopted by the Crystal Creek Phase 1 Homeowners Association. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

In the event of conflict between this Second Amendment shall control with regard to the Lots and Owners within the Association.

RECITALS:

- (A) This Second Amendment affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto ("Property").
- (B) On or about April 14, 2005, a Plat Map depicting Phase 1 of Crystal Creek Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2066166 ("Crystal Creek Phase 1 Plat").
- (C) On or about August 26, 2005, the Declaration of Protective Covenants for Crystal Creek Phase 1 Subdivision was recorded in the Davis County Recorder's Office, as Entry No. 2100199.
- (D) On or about March 3, 2006, a Plat Map depicting Phase 2 of Crystal Creek Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2149566 ("Crystal Creek Phase 2 Plat").
- (E) On or about December 7, 2006, the First Supplement to the Declaration of Protective Covenants for Crystal Creek Phase 2 was recorded in the Davis County Recorder's Office as Entry No. 2225801. ("Phase 2 First Supplement")
- (F) On or about March 29, 2007 a First Supplement to the Declaration of Covenants, Conditions and Restrictions for Crystal Creek Phase 2 Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2256791 ("First Amendment and First Supplement").
- (G) On or about July 19, 2006, a Plat Map depicting Phase 3 of Crystal Creek Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2185704 ("Crystal Creek Phase 3 Plat").
- (H) On or about March 29, 2007 a First Supplement to the Declaration of Covenants, Conditions and Restrictions for Crystal Creek Phase 2 Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2256791 ("Second Supplement").

- (I) On or about March 29, 2007 a First Supplement to the Declaration of Covenants, Conditions and Restrictions for Crystal Creek Phase 3 Subdivision was recorded in the Davis County Recorder's Office as Entry No. 2256885 ("Phase 3 First Supplement").
- (J) Both documents referenced in Recital E and G are titled "First Supplement". However, the document in Recital E contains language both annexing land into the Association and language amending the existing Declaration, therefore, for purposes of providing clarity regarding the nature of the recorded documents, the document in Recital E shall be referenced as the First Amendment and First Supplement while the document referenced in Recital G shall be referenced as the Second Supplement because it does not modify any existing language in the Declaration beyond the annexation the Second Supplement effectuated.
- (K) The Association and its Members, consistent with the Declaration and any subsequent supplements (including any not referenced herein), hereby adopt this Second Amendment. It is the intent of this Second Amendment to replace or add certain sections of the Declaration.
- (L) Pursuant to the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Second Amendment.

CERTIFICATION

By signing below, the Board hereby certifies that the above-described approvals were obtained, approving, and consenting to the recording of this Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Association hereby makes and executes this Second Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

- 1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
- 2. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Declaration, as amended, remains in full force and effect without modification.
- 3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.
- 4. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, or any prior amendment or supplements, the provisions of this Second Amendment shall in all respects govern and control the Property. In the

case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment. It is the intent of this Second Amendment that rentals on the Property shall be prohibited except as stated herein.

AMENDMENTS

6. Article IV(15) and Paragraph 5(a)(3)(k) of the Phase 2 First Supplement are hereby deleted in their entirety and replaced with the following new Article IV(15):

15. **Fencing.** No fence or enclosing structure shall be placed in any front yard whether the fence creates a total enclosure or not. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet in height. Vinyl fencing is allowed without additional approval required. Wood, masonry and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied at the discretion of the ARC or Board. Chain link, field fencing, barbed wire, and split rail or split log fencing is not permitted. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, bonding and conclusive.

7. Article IV(35)(d)-(e) is hereby deleted in its entirety.

8. Article IV(17)(d) is hereby deleted in its entirety and replaced with the following:

- (d). Notwithstanding any screen or enclosure requirements set forth in Article IV Section 17(c), the Association has recently allowed some Owners to park trailers in their side yard without requiring fencing or screening. Any Owner parking trailers or boats consistent with the Declaration, except for the lack of fencing or screening, must first obtain written ACC approval to park a trailer or boat on their Lot without having an existing fence or screen that meets the requirements of the community. Any Owner that is currently parking a trailer or boat on their lot without having a fence or screen shall need to request written approval from the ACC within 60 days of the recording of this Second Amendment. The ACC may deny any application which does not comply with setback requirements.

8. Article IV(38) is hereby added as follows:

38. **Accent Lighting.** Owners may, with prior written ACC approval, install permanent accent lighting to the roofline of their home. Any such lighting shall be maintained in a manner consistent with the product used and not designed to produce light in excess of what is reasonably acceptable according to industry standards for permanent accent light installers. The Board may adopt rules regarding the acceptable hours during the day in which such lights may be used.

8. Article IV(17)(d) is hereby deleted in its entirety and replaced with the following:

- (d). Notwithstanding any screen or enclosure requirements set forth in Article IV Section 17(c), the Association has recently allowed some Owners to park trailers in their side yard without requiring fencing or screening. Any Owner parking trailers or boats consistent with the Declaration, except for the lack of fencing or screening, must first obtain written ACC approval to park a trailer or boat on their Lot without having an existing fence or screen that meets the requirements of the community. Any Owner that is currently parking a trailer or boat on their lot without having a fence or screen shall need to request written approval from the ACC within 60 days of the recording of this Second Amendment. The ACC may deny any application which does not comply with setback requirements.

9. Article XIII(7) is hereby added as follows:

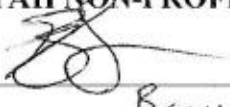
7. Amendment. Any amendment to the Declaration or Bylaws of the Association requires 51% of the votes allocated to the Owners to be cast in favor of the amendment under any voting method allowed under the Utah Revised Nonprofit Corporation Act (U.C.A. §16-6a-101 et seq).

10. Article IV(36) ("Transfer Fee") is deleted in its entirety and replaced with the following:

36. Reinvestment Fee. Reinvestment Fee Covenant. A one-time reinvestment fee shall be paid to the Association when a change in ownership or transfer of a Lot occurs in the amount up to one-half of one percent (0.005) of the gross sales price of a Lot. The actual fee amount shall be set by the Board and a separate notice of the approved fee shall be recorded against all lots. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities, and Association expenses.

SIGNATURES ON NEXT PAGE

**CRYSTAL CREEK PHASE 1 HOMEOWNERS ASSOCIATION,
A UTAH NON-PROFIT CORPORATION**

By: 
Its: President


STATE OF UTAH)
 : ss
COUNTY OF)

On this 16th day of September, 2024, personally appeared before me
BRANDON LOFTUS, who being by me duly sworn, did say that he/she is the
President of Crystal Creek Phase 1 Homeowners Association, a Utah non-profit corporation and
that the within and foregoing instrument was signed on behalf of said corporation by authority and
said individual duly acknowledged to me that said corporation approved the same.




Notary Public

**CRYSTAL CREEK PHASE 1 HOMEOWNERS ASSOCIATION,
A UTAH NON-PROFIT CORPORATION**

By: 
Its: Secretary

STATE OF UTAH)
 : ss
COUNTY OF)

On this 16th day of September, 2024, personally appeared before me
KRISTEN MCKINNON, who being by me duly sworn, did say that he/she is the
President of Crystal Creek Phase 1 Homeowners Association, a Utah non-profit corporation and
that the within and foregoing instrument was signed on behalf of said corporation by authority and
said individual duly acknowledged to me that said corporation approved the same.




Notary Public

Exhibit "A"
Legal Description

PHASE 1: Lots 101 through 140, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcels 12-594-0101 through 12-594-0140

PHASE 2: Lots 201 through 226, Crystal Creek Phase 2 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcels 12-636-0201 through 12-636-0214
and 12-636-0216 through 12-636-0228

(12-636-0228 NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

PHASE 3: Lots 301 through 326, Crystal Creek Phase 3 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcels 12-655-0301 through 12-655-0326

Parcel A: All of Parcel A, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0141

Parcel B: All of Parcel B, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0142

Parcel C: All of Parcel C, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0143

Parcel D: All of Parcel D, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0144 (NOTE, THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY TAXABLE PARCEL OF LAND.)

Parcel E: All of Parcel E, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0145

Parcel F: All of Parcel F, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0146

Parcel G: All of Parcel G, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0147

Parcel H: All of Parcel H, Crystal Creek Phase 1 Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Parcel 12-594-0148