

When recorded, deliver to:

RESET MIDWAY, LLC
c/o David P. Rose
1020 S. Foothill Drive
Salt Lake City, Utah 84111

SECOND AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LINKS AT THE HOMESTEAD
(a Planned Unit Development)

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LINKS AT THE HOMESTEAD (this "Second Amendment to Declaration") is made and executed as of this 2nd day of February, 2017 by RESET MIDWAY, LLC (the "Declarant"), a Utah limited liability company and the transferee of Utah Home Building Company, a Utah corporation.

RECITALS

A. Description of Land. The planned unit development (the "Project") that is the subject of this Second Amendment to Declaration is situated in and upon that certain real property (the "Subject Land") located in Wasatch County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Recordation of the Declaration. On or about July 12, 2006, Utah Home Building Company ("UHB"), acting as the developer and original Declarant recorded in the office of the County Recorder for Wasatch County, State of Utah (the "Wasatch County Recorder"), the original Declaration of Covenants, Conditions and Restrictions for The Links at the Homestead as Entry No. 304414, Book No. 873 and Page 134 et seq. (the "Original Declaration"). The Original Declaration subsequently was amended on November 6, 2006 by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded with the Wasatch County Recorder as Entry No. 310288, Book No. 905 and Page No. 703 et seq. (the "First Amendment to the Original Declaration"). The Original Declaration and the First Amendment to the Original Declaration were subsequently amended and restated by Declarant, the successor in interest of UHB, on May 15, 2012 and recorded with the Wasatch County Recorder as Entry No. 378847, Book No. 1055, Pp. 1126-1163 (the "Amended and Restated Declaration"). The Amended and Restated Declaration was subsequently amended by Declarant as of September 28, 2016 and recorded with the Wasatch County Recorder as Entry No. 429383,

Book No. 1170, Pp. 1693-1699 (the "*First Amendment to the Amended and Restated Declaration*"). The Amended and Restated Declaration as amended by the First Amendment to the Amended and Restated Declaration is sometimes referred to herein as the "*Declaration*".

D. Association. The Links at The Homestead Owners Association, Inc. (the "*Association*"), was incorporated on the 12th day of July, 2006 by filing Articles of Incorporation therefore with the Utah Division of Corporations and Commercial Code. The Association is the governing body of the Project subject to the Declaration and this Second Amendment to Declaration.

E. Intent and Purpose. Several of the Owners own dogs that may exceed the eighteen inch (18") height restriction currently set forth in Section 7.12 of the Declaration. The Declarant intends by recording this Second Amendment to Declaration to make a minor modification to the Declaration to remove the height restriction for dogs while providing greater controls to the Board to remove dogs that are nuisance due to disturbing barking, lack of control by the Owner of the dog, failure to stay on leash, defecating on the Common Areas without the waste being removed by the Owner, et cetera. This Second Amendment to Declaration also allows Owners to install an electric fences on their respective Units subject to prior written approval by the Board that may be given, conditioned and/or withheld in the Board's sole discretion. This Second Amendment to Declaration shall be governed by the applicable statutes and provisions of the Utah Code (the "*Code*") and the applicable ordinances of Wasatch County (the "*County Ordinances*").

F. Amendment. Pursuant to Section 17.6 of the Declaration Declarant has the unilateral right to amend the Declaration during the current period of administrative control and thus acts in such authority.

AGREEMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 7.12 of the Declaration is amended and replaced by the following:

7.12 "*Pets and Animals*" No animals or birds of any kind shall be raised, bred or kept in or on any Unit or in the Common Areas, except that obedient domestic dogs and cats, and common household birds, may be kept in or on units, subject to rules and regulations (including, without limitation, rules and regulations regarding the number of permitted pet(s) in each Unit) adopted by the Association and provided that they are not kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Project upon ten (10) days' written notice from the Association. For illustration purposes only, the following is a non-exhaustive list of behaviors or activities that the Board may deem to be a nuisance: (i) a single episode of violent behavior by a dog, cat or bird to any Owner, Owner's pet, or visitor to the Project except for the defense of an Owner who is being unlawfully, physically assaulted; (ii) aggressive or threatening

behavior by a dog, cat or bird to any other Owner or visitor to the Project who causes such person to be in fear or anxiety for his or her safety or otherwise unable to comfortably enjoy the Common Areas or the Project; (iii) barking, howling, screeching or making noise by a dog, cat or bird that the Board in its sole discretion determines is unreasonably disruptive or disturbing; (iv) lack of control and/or discipline by the Owner of the dog, cat or bird to the detriment of other Owners and visitors to the Project; (v) failure of the dog, cat or bird to stay on leash (subject to the limited exception for electric fences described below); and (vi) defecating on the Common Areas including, without limitation, a Unit's Limited Common Area, without such waste being properly removed and disposed of by the Owner within a reasonable period of time (as determined by the Board).

Any dog, cat or bird allowed in the Project under this Section may be present on the Common Areas only if on a leash held by a person with the following exception. An Owner may request written authorization from the Board to allow the Owner at its sole cost and expense to install a low voltage, underground, electric fence on its Unit to enclose a non-aggressive, peaceful, well trained dog or cat. The Board in its sole discretion, may approve, condition or withhold its approval of any such request as well as designating where the underground fence may be located. If the Board in its sole discretion approves such request the Owner shall comply with any conditions contained in such approval. The Owner also shall be solely responsible (A) for any and all costs and expenses of installation, maintenance and operation of the electric fence; (B) for such dog or cat; (C) for insuring that the electric fence properly functions at all time; and (D) to indemnify and hold harmless the Board, the Association and the other Owners from any and all damages and liabilities arising from such electric fence and/or the Owner's dog or cat located therein.

Any failure by the Owner of any dog, cat or bird to comply with the provisions of this Section shall constitute a breach of the Declaration. In such event, the Owner of the dog, cat or bird shall be subject to all of the financial and equitable remedies provided for a breach of the Declaration including, without limitation, the obligation to promptly and permanently remove the subject dog, cat or bird from the entire Project (including the Owner's Unit) as directed by the Board.

2. The terms and provisions of this Second Amendment to Declaration shall take precedence over and amend and replace any contradictory terms or provisions contained in the Declaration. Except as amended herein, the Declaration shall remain unchanged and in full force and effect. In the event that any of the provisions of this Second Amendment to Declaration are held to be invalid or unenforceable by a court of law, such provisions shall be struck from this Second Amendment to Declaration and the Declaration, as amended herein, shall continue to be enforceable and interpreted in such a way as to reflect the parties written agreement expressed herein as nearly as possible. The recital paragraphs are incorporated herein and made a part of this Second Amendment to Declaration.

EXHIBIT "A"

LINKS AT THE HOMESTEAD P.U.D.

SUBJECT LAND

PLAT A:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 128.41 FEET; THENCE EAST 45.09 FEET; THENCE SOUTH 159.05 FEET; THENCE SOUTH 87°41'17" WEST 105.99 FEET; THENCE SOUTH 07°27'47" EAST 67.93 FEET; THENCE SOUTH 09°37'28" WEST 98.71 FEET; THENCE SOUTH 39°08'37" WEST 73.11 FEET; THENCE SOUTH 73°32'10" WEST 100.06 FEET; THENCE NORTH 68°34'46" WEST 35.22 FEET; THENCE SOUTH 89°00'36" WEST 234.77 FEET; THENCE NORTH 01°38'04" EAST 611.49 FEET; THENCE SOUTH 89°58'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°58'24" EAST 148.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.070 ACRES.

PLAT B:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°58'24" EAST 412.67 FEET; THENCE NORTH 87°39'07" EAST 129.07 FEET; THENCE NORTH 09°20'30" EAST 895.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 197.77 FEET; THENCE SOUTH 699.74 FEET; THENCE SOUTH 29°15'03" WEST 325.39 FEET; THENCE SOUTH 09°01'36" WEST 408.50 FEET; THENCE NORTH 86°58'36" EAST 277.55 FEET; THENCE SOUTH 03°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'58" WEST 458.40 FEET; THENCE NORTH 68°55'56" WEST 292.29 FEET; THENCE NORTH 68°34'46" WEST 525.16 FEET; THENCE NORTH 73°32'10" EAST 100.06 FEET; THENCE NORTH 39°08'37" EAST 73.11 FEET; THENCE NORTH 09°37'28" EAST 98.71 FEET; THENCE NORTH 07°27'47" WEST 67.93 FEET; THENCE NORTH 87°41'17" EAST 105.99

FEET; THENCE NORTH 159.05 FEET; THENCE WEST 45.09 FEET; THENCE NORTH 128.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.072 ACRES.

Parcel Nos. 00-0020-4848, 00-0020-4850, 00-0020-4854, 00-0020-4855, 00-0020-4856, 00-0020-4858, 00-0020-4861, 00-0020-4862, 00-0020-4863, 00-0020-6676, 00-0020-6677, 00-0020-6679, 00-0020-6680, 00-0020-6682, 00-0020-6683, 00-0020-6684, 00-0020-6685, 00-0020-6686, 00-0020-6687, 00-0020-6688, 00-0020-6689, 00-0020-6690, 00-0020-6691, 00-0020-6692, 00-0020-6693, 00-0020-6694, 00-0020-6695, 00-0020-6696, 00-0020-6698, 00-0020-6699, 00-0020-6700, 00-0020-6701, 00-0020-6702, 00-0020-6703, 00-0020-6704, 00-0020-6705, 00-0020-6706, 00-0020-6707, 00-0020-6708, 00-0020-6709, 00-0020-6710, 00-0020-6711, 00-0020-6712.

[NOTE, THIS PROPERTY WAS PREVIOUSLY DESCRIBED PRIOR TO THE RECORDATION OF PLAT A OF THE SUBDIVISION FOR THE LINKS AT THE HOMESTEAD ON OR ABOUT JUNE 29, 2006 AND PLAT B OF THE SUBDIVISION FOR THE LINKS AT THE HOMESTEAD ON OR ABOUT AUGUST 2, 2007 AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 89°58'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°58'24" EAST 560.99 FEET; THENCE NORTH 87°39'07" EAST 129.07 FEET; THENCE NORTH 09°20'30" EAST 895.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 197.77 FEET; THENCE SOUTH 699.74 FEET; THENCE SOUTH 29°15'03" WEST 325.39 FEET; THENCE SOUTH 09°01'36" WEST 408.50 FEET; THENCE NORTH 86°58'36" EAST 277.55 FEET; THENCE SOUTH 03°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'58" WEST 458.40 FEET; THENCE NORTH 68°55'56" WEST 292.29 FEET; THENCE NORTH 68°34'46" WEST 560.39 FEET; THENCE SOUTH 89°00'36" WEST 234.77 FEET; THENCE NORTH 01°38'04" EAST 611.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.14 AC]