

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR THE LODGES AT SNAKE CREEK**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Lodges at Snake Creek (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Lodges at Snake Creek recorded in the Wasatch County Recorder's Office on November 18, 2014, as Entry No. 406449, as amended ("Declaration"), and is hereby adopted by the Board of Directors ("Board") for The Lodges at Snake Creek Owners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Wasatch Recorder's Office.

**RECITALS:**

- A. This First Amendment affects and concerns the real property located in Wasatch County, Utah, and more particularly described in the attached Exhibit "A" ("Property"):
- B. On or about November 18, 2014, a Declaration of Covenants, Conditions, Restrictions and Easements for The Lodges at Snake Creek was recorded in the Wasatch County Recorder's Office as Entry No. 406449.

**CERTIFICATION**

By signing below, the Board hereby certifies that the Association, pursuant Article 13.2 of the Declaration, obtained the approval or written consent of Owners holding at least 67% of the total voting interest in the Association, approving, and consenting to the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this First 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 First Amendment, the Declaration, and subsequent amendments, remain 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 First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration or any prior amendments, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

**AMENDMENT**

1. Article 6.6 in the Declaration is hereby deleted in its entirety and replaced with the following:
  - a. Reserve Fund & Reinvestment Fee Covenant. Pursuant to Article 6.2, a portion of the Regular Assessments, as determined by the Board, shall be used to fund an adequate Reserve Fund. The Association shall also levy a one-time reinvestment fee to be paid to the Association when a change in ownership or transfer of a Unit occurs in the amount of

one-half of one percent (0.005) of the gross sales price or fair market value of the Unit unless a lesser amount is established by Board from time to time. 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.

THE LODGES AT SNAKE CREEK OWNERS ASSOCIATION, INC.

Bryan Holcomb  
Signature

Bryan Holcomb  
Printed Name

BOARD PRESIDENT  
Position

10/23/23  
Date

STATE OF UTAH )  
 ) : ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 23rd day of October, 2023, Bryan Holcomb, who by me being duly sworn, did say that they are the Board President for The Lodges at Snake Creek Owners Association, Inc.

Jennifer Lynn Booth  
Notary Public

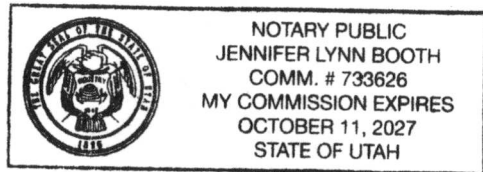


Exhibit "A"

(Legal Description)

BEGINNING AT A POINT LOCATED NORTH 89°20'05" EAST ALONG THE SECTION LINE 31.82 FEET AND SOUTH 1744.64 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°28'17" EAST 96.16 FEET; THENCE SOUTH 89°50'56" EAST 15.46 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 194.00 FEET TO THE LEFT 56.78 FEET, (SOUTH 26°46'57" EAST 56.58 FEET); THENCE SOUTH 35°2'13" EAST 260.30 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 206.00 FEET TO THE RIGHT 36.98 FEET, (SOUTH 30°03'41" EAST 36.93 FEET); THENCE NORTH 89°58'33" WEST 40.16 FEET; THENCE SOUTH 32°40'16" EAST 109.58 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 206.00 FEET TO THE RIGHT 10.84 FEET, (SOUTH 03°11'51" WEST 10.84 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 66.50 FEET TO THE LEFT 61.30 FEET, (SOUTH 21°42'10" EAST 59.15 FEET); THENCE NORTH 89°25'27" WEST 660.79 FEET; THENCE SOUTH 00°50'36" EAST 0.78 FEET; THENCE NORTH 89°25'27" WEST 78.32 FEET; THENCE SOUTH 00°59'11" EAST 1.59 FEET; THENCE NORTH 89°25'27" WEST 64.01 FEET; THENCE NORTH 01°39'40" EAST 28.64 FEET; THENCE NORTH 00°24'43" EAST 89.60 FEET; THENCE SOUTH 87°36'06" WEST 104.75 FEET; THENCE NORTH 04°47'34" WEST 87.43 FEET; THENCE NORTH 00°07'37" WEST 82.44 FEET; THENCE SOUTH 89°52'22" WEST 36.93 FEET; THENCE NORTH 00°07'25" WEST 9.27 FEET; THENCE SOUTH 89°52'25" WEST 171.03 FEET; THENCE SOUTH 07°22'52" WEST 83.98 FEET; THENCE SOUTH 83°08'13" EAST 109.97 FEET; THENCE SOUTH 05°50'20" WEST 19.19 FEET; THENCE NORTH 85°32'22" WEST 20.55 FEET; THENCE SOUTH 31°03'32" WEST 69.32 FEET; THENCE SOUTH 09°53'41" WEST 20.51 FEET; THENCE SOUTH 14°41'20" EAST 10.13 FEET; THENCE SOUTH 32°37'03" EAST 10.00 FEET; THENCE SOUTH 44°20'02" EAST 20.18 FEET; THENCE SOUTH 61°02'48" EAST 20.12 FEET; THENCE SOUTH 76°25'40" EAST 13.32 FEET; THENCE SOUTH 00°00'24" EAST 22.50 FEET; THENCE SOUTH 00°00'35" WEST 37.53 FEET; THENCE WEST 310.41 FEET; THENCE NORTH 49°11'05" WEST 62.40 FEET; THENCE NORTH 47°34'00" WEST 228.39 FEET; THENCE NORTH 08°47'06" WEST 131.20 FEET; THENCE NORTH 13°30'57" WEST 220.72 FEET; THENCE NORTH 12°24'36" WEST 11.61 FEET; THENCE SOUTH 89°59'57" EAST 1382.17 FEET TO THE POINT OF BEGINNING.

AREA = 711,945 SQUARE FEET OR 16.34 ACRES

Lots 1 thru 42, The Lodges At Snake Creek  
(An Amendment to the Lodges at Snake Creek  
Condominium Plat)

Parcel #s 21-0674 through 21-0737