

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

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Lodges at Snake Creek (hereinafter "Third 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 Third 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 Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this Third 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 Third 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 Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Third 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 Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.

AMENDMENT

1. Article 8.1 in the Declaration is hereby deleted in its entirety and replaced with the following:

8.1 Use of Individual Dwellings:

No Dwelling shall be occupied and used except for single-family residential purposes by the Owners, their Occupants, and social guests, and no trade or business shall be conducted therein. An Owner shall have the right to rent out his or her Unit to a tenant pursuant to the terms as dictated in Section 8.18 of this Declaration.

2. The following is hereby added to Article VIII Residence and Use Restrictions:

8.18 Restrictions on Leases.

No Owner shall be permitted to rent a Lot or Dwelling for an initial period of less than six (6) months except that the following shall be exempt from this lease restriction:

- a. any Owner in the military for the period of the Owner's deployment;
- b. any Owner renting to the Owner's parent, child, or sibling;
- c. any Owner whose employer has relocated the Owner for two years or less;
- d. any Lot or Dwelling owned by an entity that is rented to an individual who:
 - i. has voting rights under the entity's organizing documents; and
 - ii. has 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- e. any Lot or Dwelling owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - i. the person renting the Lot or Dwelling; or
 - ii. the parent, child, or sibling of the person renting the Lot or Dwelling.

An Owner who is renting his or her Lot or Dwelling pursuant to a rental agreement of less than six (6) months at the time that this rental restriction passes may continue under the rental agreement until the term of the agreement expires. The Board shall create procedures by rule or resolution to track and ensure consistent administration and enforcement of this rental restriction.

No Owner shall lease less than the entire Lot. Any violation of local ordinances, statutes, or laws with regards to leasing of property shall also constitute a violation of this Declaration. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws, and Association Rules. All leases shall be in writing. No Dwelling shall be subjected to time interval ownership.

No further restrictions on leases shall be imposed upon the Owners unless included in the Association's Declaration.

THE LODGES AT SNAKE CREEK OWNERS ASSOCIATION, INC.

<p><u>Bryan Holcomb</u> Signature</p>	<p><u>Bryan Holcomb</u> Printed Name</p>
<p><u>BOARD PRESIDENT</u> Position</p>	<p><u>10/23/23</u> Date</p>

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

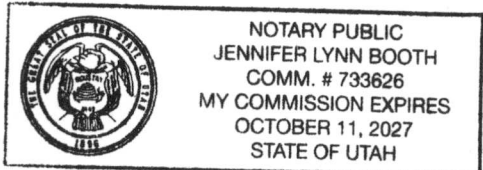


Exhibit "A"

(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