

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KEETLEY STATION TOWNHOUSE HOMES-**

This SECOND AMENDMENT TO DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS OF KEETLEY STATION TOWNHOUSE HOMES (this "Amendment"), is made and executed by The Homes at Keetley Station Homeowners Association, Inc, a Utah nonprofit corporation (the "Association"), is effective upon recording with the Office of Recorder for Wasatch County, Utah.

**RECITALS**

- A. On May 22, 2000, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KEETLEY STATION TOWNHOUSE HOMES was recorded with the Office of Recorder for Wasatch County, Utah as Entry No 00224327 Book 00462, beginning at Page 00763 (the "Declaration").
- B. On August 6, 2003, that certain FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF KEETLEY STATION TOWNHOUSE HOMES was recorded with the Office of Recorder for Wasatch County, Utah as Entry No. 261436, Book 0644, beginning at Page 0782.
- C. Declaration Section 15.8 provides that the Declaration may be amended upon the affirmative vote or written approval of at least sixty-seven percent (67%) of the total votes of the Owners.
- D. The Association, acting by and through its Board of Trustees (the "Board"), desires to amend the Declaration, as previously amended, as set forth herein to conform to changes to applicable law, and to clarify and streamline governance of the Association, and the standards, and procedures for the administration, maintenance, and preservation of Keetley Station Townhouse Homes for the benefit of the Owners and the Association.
- E. As evidenced by this instrument, the Board has obtained the affirmative vote of at least sixty-seven percent (67%) of the Owner as necessary to adopt and record this Amendment.

F. This Amendment is intended to and shall run with the land and shall be binding on the Association and present and future Owners, occupants, Mortgagees, and others acquiring any interest in the Project.

G. Capitalized terms not defined herein are defined in the Declaration.

**NOW, THEREFORE**, pursuant to the recitals above, the Association hereby amends the Declaration as follows:

**AMENDMENT**

1. Declaration section 1.1 shall be and hereby is amended as follows:

"Act" shall mean the Community Association Act, as set forth at Utah Code 57-8a-101 *et seq.*, as amended from time to time.

2. Declaration section 1.8 shall be and hereby is amended as follows:

"Common Areas" shall mean and refer to that part of the Property which is not included within the Lots, including all shared utility lines, fire sprinkler systems serving more than one Lot, and irrigation within the Project serving more than one Lot and all improvements owned by the Association now or hereafter constructed or located thereon together with easements and rights-of-way appurtenant thereto.

3. Declaration section 1.11 shall be and hereby is amended as follows:

"Building" shall mean and refer to a structure containing two (2) or more single family residences, constituting a portion of the Project.

4. Declaration section 1.20 shall be and hereby is deleted in its entirety:

5. Declaration section 3.4 shall be and hereby is amended as follows:

**Maintenance of Building Exteriors.**

The Association shall maintain certain portions of the exteriors of all Buildings as follows: replacement and care of roofs, gutters, downspouts, heat tape, painting and repair of exterior building siding, including siding boards, trim boards, fascia boards, and soffits, and painting and repair of exterior surfaces of garage doors, as well as landscape maintenance of existing trees, shrubs, grass, and irrigation lines and systems located on or around a Lot. All other exterior maintenance on a Lot, including the residence and other improvements thereon, shall be the exclusive responsibility of the Owner, including, but not limited to: foundations, windows, sump pumps, exterior doors, screens, storm doors, exterior lighting, interior surfaces of garage doors (including mechanical operation of garage door and automatic garage door opener systems), decks, patios, railings, stairs, steps, and driveways

located on any Lot. The Association shall have a right of entry to any Lot to perform emergency repairs or do other work necessarily required to perform the maintenance obligations hereunder.

In the event the need for maintenance or repair of the exterior of a Building or Lot landscaping is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants or invitees of an Owner, the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Owner and that Owner's Lot are subject.

6. Declaration Section 4.2 shall be and hereby is amended as follows:

Description and Legal Status of Lots.

The Plat shows each Lot number, its location, and dimensions from which its size may be determined. The interest in the Common Areas appurtenant to a Lot may not be partitioned from the balance of the Common Areas or Lots for any reason.

7. Declaration section 4.9 shall be and hereby is amended as follows:

Taxation.

Each Lot shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of any political subdivision or any special improvement district or of any other taxing or assessing authority. All such taxes, assessments and other charges of each respective Lot shall be separately levied against that Lot and the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot.

8. Declaration section 4.11 shall be and hereby is deleted in its entirety:

9. Declaration section 4.19 shall be and hereby is amended as follows:

Easement of Enjoyment.

Each Owner shall have a right and easement of use and enjoyment in and to the Common Areas. Each Owner shall have an unrestricted right of ingress or egress to and from his or her Lot over and across such Common Areas. Such rights and easements shall be appurtenant to and shall pass the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides in such Member's Lot.

10. Declaration section 5.1.2 shall be and hereby is amended as follows:

The maximum annual assessment may be increased above twenty percent (20%) only by a vote of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

11. Declaration section 5.2.1 shall be and hereby is amended as follows:

Common Expense.

Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas, the portion of the Building and Lot exteriors for which the Association has responsibility pursuant to Section 3.4 and furnishings common utility service and other common items to the Lots. Such estimated expenses may include, without limitation, the following: expenses of management, real property taxes and special assessments on the Common Areas (and the Lots until the Lots are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and portions of the Building and Lot exteriors for which the Association has responsibility; landscape maintenance; Association management fees; utility charges, including charges for utility services to the Lots to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, funding of an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and portions of the Buildings and Lot exteriors that must be replaced by the Association on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

The aggregate of all such items shall constitute the Common Expenses and all funds received from assessments under this Section 5.2.1 shall be part of the Common Expense Fund.

12. Declaration section 5.3 shall be and hereby is amended as follows:

Emergency Assessment.

The Board may increase assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any of the following: (i) an extraordinary expense required by an order of the court; (ii) an extraordinary expense necessary to repair or maintain the property or any part of it for which the Association is responsible where a possible threat to property or safety on the Project is discovered; or (iii) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board. However, prior to the imposition or collection of such an emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and such resolution shall be distributed to the Members with the notice of assessment.

13. Declaration section 5.5 shall be and hereby is amended as follows:

Special Assessments.

In addition to the annual assessments authorized by this Article V, the Board of Trustees may, on behalf of the Association, levy at any time, and from time to time, upon the affirmative vote of at least fifty one percent (51%) of the voting power of the Association in person or by proxy at a meeting called for such purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in accordance with the percentages allocated to each Lot, as set forth in Exhibit "B". Notice in writing of the amount of each such special assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any special assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of annual assessments for the aforesaid purposes.

14. Declaration section 5.7 shall be and hereby is amended as follows:

Notice and Quorum for Any Action Authorized Under Section 5.1.

Written notice of any meeting called for the purpose of taking any action authorized under Section 5.1 shall be sent to all Members no less than ten (10) days nor more than sixty (60) days in advance of the meeting. Those Members present at a meeting, in person or by proxies shall constitute a quorum for the transaction of business, subject, however, to any higher percentage approval requirements for particular matters as set forth in this Declaration.

15. Declaration section 5.8 shall be and hereby is amended as follows:

Lien for Assessments.

All sums assessed to Owners of any Lot within the Project pursuant to the provisions of this Article V, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To enforce such lien, the Association may cause a Lot to be sold through nonjudicial foreclosure as though the lien were a deed of trust in the manner provided by Utah law; or foreclose the lien through judicial foreclosure in the manner provided by law for the foreclosure of a mortgage. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorney's fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Lot which shall become due during the period of foreclosure and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at

any foreclosure sale and to hold, lease, mortgage or convey the subject Lot in the name of the Association.

16. Declaration section 5.11 shall be and hereby is amended as follows:

Reserves

In addition to its day-to-day operating funds, the Association shall establish the following funds:

17. Declaration Section 5.11.1 shall be and hereby is amended as follows:

Reserve Fund.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements within the Project which the Association is obligated to maintain, repair, or replace, consistent with applicable law.

18. Declaration Section 5.11.2 shall be and hereby is deleted in its entirety.

19. Declaration section 5.12 shall be and hereby is amended as follows:

Evidence of Payment of Annual and Special Assessments.

Upon receipt of a written request by a Member, and payment of a reasonable fee in the amount of Ten Dollars (\$10.00) or such other amount as the Association may determine and allowed under law, the Association shall within ten (10) days issue to such Member or other person a written statement indicating any unpaid assessment (including any unpaid fines, late charges and fees, and attorneys' fees and costs) with respect to a Lot covered by the written request. Such written statement shall be binding in favor of any person who relies in good faith on the written statement upon the remaining Owners, manager, and Board.

20. Declaration section 5.12.1. shall be and hereby is deleted in its entirety.

21. Declaration section 5.12.2 shall be and hereby is deleted in its entirety.

22. Declaration section 6.1 shall be and hereby is amended as follows:

Maintenance of Lots by Owners.

The Owner of each Lot shall take all actions and pay all costs necessary to maintain the home interior and the exterior of that Lot (exclusive of the portions of the Building exterior maintenance and repair and landscape maintenance assumed by the Association pursuant to Section 3.4) in good and clean condition and repair and so as not to adversely impact the appearance, value or use of any portion of the Project. If the interior of any home or Lot or any portion of the Lot exterior for which an Owner is responsible shall develop an unclean or unsanitary condition or fall into a state of disrepair, and the Owner of that Lot

fails to correct that condition or disrepair promptly following delivery of written notice to that Owner, the Association shall have the right, but not the obligation, at the expense of the Owner and without liability by the Owner for trespass or otherwise, to enter that Lot and correct or eliminate the unsanitary or unclean condition or state of disrepair. The Association shall have the irrevocable right to access and inspect each Lot at reasonable times following reasonable notice to ensure that the Owner is in compliance with this Section and all other covenants under this Declaration.

23. Declaration section 6.2 shall be and hereby is deleted in its entirety:
24. Declaration section 6.3 shall be and hereby is deleted in its entirety.
25. Declaration section 6.4 shall be and hereby is amended as follows:

Utilities.

The Owner shall pay for all utility services furnished to each Lot except utility services which are not separately billed or metered to individual Lots by the utility or other party furnishing such service. The Association shall pay such bills which are not separately metered as part of the Common Expenses.

Wherever utility connections, including, without limitation, sanitary sewer house connections, water hose connections, drainage facilities, and electricity, gas, telephone and cable television lines are installed within the Project, which connections, lines or facilities, or any portion thereof, lie in or upon areas of the Project owned by persons other than the Owner of a Lot served by said connections, the Owner of any Lot served by said connections, lines or facilities shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon, or to have utility companies enter upon, the areas within the Project in or upon which said connection, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

Wherever utility connections are installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service that Owner's Lot.

26. Declaration section 7.1 shall be and hereby is amended as follows:

Hazard Insurance.

Consistent with Part 4 of the Act, the Association shall maintain blanket property insurance or guaranteed replacement cost insurance on the physical structures of all attached residences and Common Areas in the Project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, but excluding land, foundations, excavations and other items normally not covered by such policies. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than one hundred percent (100%) of the full replacement costs of the insured property at the time the insurance is purchased and at each

renewal date, excluding items normally excluded from property insurance policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to an attached residence, whether installed in the original construction or in a remodel or later alteration, including floor coverings, cabinets, lighting, electrical, heating and plumbing fixtures, paint, wall coverings, windows and any other item permanently affixed to an attached residence. Each Lot Owner is an insured person a such property insurance policy. Subject to the Act, if a loss occurs that is covered by the Association's property insurance and another properly insurance policy of a Lot Owner, the Association's policy shall be primary and the Lot Owner shall be responsible for the Association's policy deductible. The Association shall set aside an amount equal to the amount of the Association's property insurance deductible, or if the policy deductible exceeds Ten Thousand Dollars (\$10,000.00), an amount not less than \$10,000.00. The Association shall provide notice to each Lot Owner of the Lot Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

27. Declaration section 7.1.1 shall be and hereby is deleted in its entirety.
28. Declaration section 7.1.2 shall be and hereby is deleted in its entirety.
29. Declaration Section 8.6 shall be and hereby is deleted in its entirety.
30. Declaration Section 10.1 shall be and hereby is amended as follows:

Required Vote.

This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect until terminated as provided herein. Except as otherwise provided in Articles VIII and IX, the Project may be terminated only by agreement of Owners entitled to vote at least sixty seven percent (67%) of the votes attributable to all Lots.

31. Declaration section 11.8 shall be and hereby is amended as follows:

Trash.

No rubbish, trash or garbage or other waste material shall be kept or permitted on or within any Lot, Building, Common Areas or otherwise within the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four (24) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever except barbecue fires contained within appropriate receptacles therefor.

32. Declaration section 11.15 shall be and hereby is amended as follows:  
Improvements and Alterations.

To preserve and protect the design scheme of the Project and to maintain uniformity in appearance of the Buildings and the residences within a Building, there shall be no excavation, construction or alteration or use of differing replacement materials or colors which in any way alters the exterior appearance or structure of any Improvement within the Project, no alteration of any structural component of any Lot, no plumbing or electrical work outside the Lot, no removal of any Lot or other Improvement within the Project (other than repairs or rebuilding) without the prior written approval of the Architectural Committee. All improvements, modifications, and/or alteration on a Lot which affects the appearance of the Lot or the home thereon shall be subject to design guidelines, if any, adopted by the Board for the Association, as well as to any applicable master association design guidelines.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee and consistent with Association's design guidelines, if any. All Improvements and alterations shall be performed in compliance with all applicable laws. No Owner shall perform any work or make any alterations or changes which would jeopardize the soundness or safety of any portion of the Project, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Owners being first obtained.

33. Declaration section 11.16 shall be and hereby is amended as follows:

Outside Installations. Subject to applicable law governing over the air reception devices, all antennas, aerials, reception devices, satellite dishes, and similar equipment installed on the exterior of a home or elsewhere on a Lot shall require the prior written approval of the Architectural Committee, provided, however, that such review may not materially delay installation Owners are requested to affix any antennas, aerials, reception devices, satellite dishes or similar equipment on the home or Lot so that it is not visible from the road.

34. Declaration section 12.2 shall be and hereby is amended as follows:

Matters Requiring Prior Eligible Mortgagee Approval.

Except as provided elsewhere in this Declaration, the prior written consent of Eligible Mortgagees holding more than sixty seven percent (67%) of the First Mortgages in the Association shall be required to:

35. Declaration section 12.2.5 shall be and hereby is amended as follows;

To materially change the Percentage Interests or obligations of any Lot.

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall

be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

36. Declaration section 12.3 shall be and hereby is amended as follows:

Availability of Project Documents and Financial Statements.

The Association shall maintain and shall make current copies of the Declaration, Articles, Bylaws, and rules, the current reserve study, and certificates of insurance, and such other books, records and financial statements available for inspection by the Owners or by holders, insurers and guarantors of First Mortgages that are secured by Lots in the Project as required by law.

37. Declaration section 12.7 shall be and hereby is amended as follows:

Implied Approval.

In the event that the approval of an Eligible Mortgagee is required under this Declaration, that Mortgagee's approval shall be deemed given if the party requesting that approval does not receive any written disapproval from the Mortgagee within sixty (60) days after delivering to that Mortgagee a written request for the same.

38. Declaration section 13.1 shall be and hereby is amended as follows:

Members of Committee.

The Architectural Committee shall consist of not less than three (3) members but not more than five (5) members as shall be determined by the Board. If no such Architectural Committee appointments are made, the Board shall assume the responsibility and authority of the Architectural Committee. The Architectural Committee shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Project. The Architectural Committee may designate and appoint a representative who is a licensed architect and a majority of the members of said Architectural Committee may, from time to time, remove or replace such representative. The designated representative of the Architectural Committee may be, but need not be, a Member of the Architectural Committee. Nothing in this Section shall be construed to modify the design review authority of the master association to which the Association and the Lots there are subject to and bound by.

39. Declaration section 13.2 shall be and hereby is amended as follows:

Review of Plans and Specifications. The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to ensure its conformance with plans approved by the Architectural Committee. No construction, alteration, addition, modification, decoration, redecoration or reconstruction of an improvement in the Project shall be commenced maintained, painted, erected or otherwise altered until the plans and

specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee may adopt rules governing plan and specification submissions and the deadlines and review fees applicable to the same. The Architectural Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area of Project as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Areas or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. The Architectural Committee may condition its approval of proposals or plans and specifications for any Improvement on such changes therein as the Architectural Committee deems appropriate, upon the agreement by the Person (referred to in this Section as "Applicant") submitting the same to grant appropriate easements to the Association for the maintenance of the Improvement, or upon the agreement of the applicant to reimburse the Association for the cost of such maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, require a fee payable to the Association to accompany each application for approval, or require any additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may provide that the amount of such fee shall be uniform or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings or descriptions or samples of exterior material and colors. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval within thirty (30) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. Any application submitted pursuant to this Section shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Architectural Committee of such application or additional information.

40. Declaration section 13.7.3 shall be and hereby is amended as follows;

If, upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. After affording such Owner notice and hearing, the Board shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board

ruling within such period, the Board, at its option, may record a notice of noncompliance in the Office of the County recorder and may remove the noncomplying Improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all architectural review expenses, including legal fees, actually incurred by the Association in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special Reimbursement Assessment against such Owner for reimbursement.

41. Declaration section 14.1 shall be and hereby is amended as follows:

Default.

An "Event of Default" shall occur under this Declaration if any party governed hereby fails to perform its obligations under this Declaration where those obligations are due and that party has not performed the delinquent obligations within forty-eight hours following delivery to that party of written notice of such default or such other time as the Board may establish (the "Notice of Default"). These provisions shall not supersede more restrictive requirements set forth elsewhere in this Declaration.

42. Declaration section 14.2.1 shall be and hereby is amended as follows:

General.

Upon the occurrence of an Event of Default, the Association shall have the right to exercise all rights and remedies available in this Declaration, at law and in equity, including injunctive relief and specific performance and the imposition of fines. The Owners acknowledge that their obligations under this Declaration are unique and defaults may not be compensated by purely monetary damages. Those rights and remedies shall be cumulative. Under no circumstances, even an Event of Default, shall any Owner have the right to terminate this Declaration or take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the other Owners or their respective portions of the Project that are not in default under this Declaration.

43. Declaration section 14.2.6 shall be and hereby is deleted in its entirety.

44. Declaration section 15.16 shall be and hereby is amended as follows:

A copy of any notice of default and a copy of any notice of sale under any mortgage, deed of trust, or other lien or encumbrance filed for record against any Lot shall be mailed to the Association at the address on file with the state of Utah consistent with applicable law.

45. Declaration section 15.17 shall be and hereby is amended as follows:

Notices.

Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if emailed to an Owner at an email address provided to the Association by such Owner or used by such Owner in communicating with the Association, or if mailed postage prepaid to the person who

appears as an Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing. In no event shall the Association be required to provide more than one notice per Lot.

46. Declaration Section 15.18 shall be and hereby is amended as follows:

Amendment.

Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote or written approval of at least fifty one percent (51%) of the total votes of the Owners. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the official records of the County of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

47. Declaration section 15.23 shall be and hereby is amended as follows:

List of Owners

The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him or her; In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the official records of the County. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Board is otherwise advised.

48. There shall be and hereby is added to the Declaration the following Article XVII Section 17.1 enacting a Reinvestment Fee Covenant:

17.1 Reinvestment Fee Covenant upon Sale or Transfer of Unit.

The Association may require the transferor/seller or transferee/buyer of a Lot to pay a fee related to the transfer (a "Reinvestment Fee") as provided for in Utah Code §57-1-46 in an amount to be determined by the Board but not to exceed one half percent (0.5%) of the value of the Lot (including the residence and other improvements constructed thereon) at the time of transfer of title. For purposes of this Section, a transfer is any change in the ownership of the Unit as reflected in the records of the Wasatch County Recorder, regardless of whether it is pursuant to the sale of the Lot or not but shall not include (a) an involuntary transfer, such as a transfer as part of a condemnation proceeding or sale in lieu of condemnation, (c) a transfer that results from a court order, (d) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, (e) a transfer or change in interest due to death, provided in a will, trust or decree of distribution, or (f) the transfer of a burdened property

by a financial institution, except to the extent the reinvestment fee covenant requires a payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.00. Consistent with Utah Code §57-1-46, the Association shall record a Notice of Reinvestment Fee Covenant with the Wasatch County Recorder. The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code Ann. §57-1-46. The Association shall have the authority to enact Rules that may include requirements for Owners to provide sales and transfer documents, and other procedural requirements and rules as the Board of Directors deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner

HOMES AT KEETLEY STATION HOMEOWNERS ASSOCIATION, INC.

By:



Sean M. Udell, M.D.

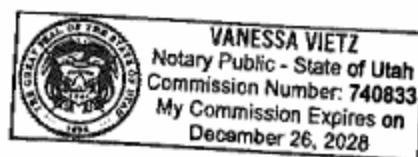
Its: President

Date: January 15, 2025

STATE OF UTAH )  
 )  
COUNTY OF Summit )

On this 15<sup>th</sup> day of January, 2025, personally appeared before me, a notary public, Sean M. Udell, M.D., whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that that said document was signed by him on behalf of said corporation with all necessary authority, and acknowledged to me that said corporation executed the same.

NOTARY PUBLIC



CERTIFICATION

The undersigned hereby certifies that the foregoing SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KEETLEY STATION TOWNHOMES HOMES has been approved by at least sixty-seven percent (67%) of the Owners by written ballot without a meeting consistent with Utah Code 16-6a-709.

By: Sean M Udell MD

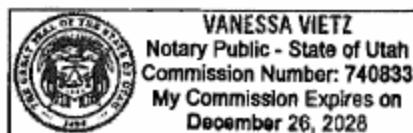
Printed Name: Sean M. Udell, M.D

Its: President

Date: January 15, 2025

STATE OF UTAH )  
 )  
 ):ss  
COUNTY OF Summit )

On this 15th day of January, 2025, personally appeared before me, a notary public, Sean M. Udell, M.D., whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the President of The Homes at Keetley Station Homeowners Association, Inc , and that said document was signed by him on behalf of said corporation with all necessary authority.



**EXHIBIT A**  
**LEGAL DESCRIPTION**

The real property subject to the foregoing SECOND AMENDMENT TO DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS OF KEETLEY STATION TOWNHOUSE HOMES is located in Wasatch County, Utah and is more fully described as follows:

Lot numbers T10-T18, T64-T72, and T76-T81 Keetley Station Townhouse Homes within Plat Two Deer Mountain Resort Subdivision, according to the official Plat recorded in the Wasatch County Recorder's office.

Parcel Nos.: T10(00-0020-0075), T11(00-0020-0076), T12(00-0020-0077), T13(00-0020-0078), T14(00-0020-0079), T15(00-0020-0080), T16(00-0020-0081), T17(00-0020-0082), T18(00-0020-0083), T64(00-0020-0130), T65(00-0020-0131), T66(00-0020-0132), T67(00-0020-0613), T68(00-0020-0614), T69(00-0020-0615), T70(00-0020-0616), T71(00-0020-0617), T72(00-0020-0618), T76(00-0020-0629), T77(00-0020-0630), T78(00-0020-0631), T79(00-0020-0632), T80(00-0020-0633), T81(00-0020-0634).