

When Recorded mail to:
Nathan K. Fisher
444 East Tabernacle B-201
St. George Utah 84770

DOC # 20150004154

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
02/06/2015 04:11:15 PM Fee \$ 20.00
By FISHER & HUNTER

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR MILLCREEK SPRINGS SUBDIVISION PHASE 2

This First Amendment to Declaration Of Covenants, Conditions, And Restrictions For Millcreek Springs Subdivision Phase 2 is made this 14th day of January, 2015, by the undersigned Management Committee of Millcreek Springs Subdivision Phase 2.

RECITALS

- A. On August 2, 2012, Declarant caused to be filed for record in the office of the County Recorder of Washington County, Utah, the Declaration Of Covenants, Conditions, And Restrictions For Millcreek Springs Subdivision Phase 2, (the "Declaration"), which was recorded as Doc # 20120025470, of the Official Records of Washington County.
- B. On January 21, 2014, a meeting of the Owners was held, in which, pursuant to the Agenda, the issue of rental restrictions was discussed and voted upon.
- C. The Owners have determined that to provide for the preservation and enhancement of the property value that said Declaration be amended as hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, the Owners hereby amend said Declaration as follows:

Section 2.18 of ARTICLE 2 USE RESTRICTIONS AND REQUIREMENTS shall be amended and replaced in its entirety with the following:

39. Rental Restrictions. No more than Forty Nine Percent (49%) of the Units or Lots in the Association may be leased or rented at any given time to a Third Party. Any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until said Unit or Lot is sold or conveyed to a Third Party. Any Unit or Lot Owner engaged in leasing or renting activities must, upon the sale or conveyance of said Unit or Lot, notify any potential buyer or person taking title that no more than Forty Nine Percent (49%) of the Units or Lots in the Association may be leased or rented at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person or entity who is not an Owner as that term is defined in the Declaration.

Notwithstanding the foregoing, and pursuant to Utah Code Ann. Section 97-8a-209, the following lot owner and lot owner's lot shall be exempt from the rental restrictions:

- i. a lot owner in the military for the period of the lot owner's deployment;
- ii. a lot occupied by a lot owner's parent, child, or sibling;

- iii. a lot owner whose employer has relocated the lot owner for no less than two years; or
- iv. a lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - a. the estate of a current resident of the lot; or
 - b. the parent, child, or sibling of the current resident of the lot.

Notwithstanding the foregoing, and pursuant to Utah Code Ann. Section 57-8a-209, each Owner who has a rental in the association before the time the rental restriction described in Subsection (2)(a) is recorded with the county recorder of the county in which the association is located to continue renting until:

- a. the lot owner occupies the lot; or
- b. an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot.

The Association shall create, by rule or resolution, procedures to:

- a. determine and track the number of rentals and lots in the Association subject to the provisions described herein; and
- b. ensure consistent administration and enforcement of the rental restrictions.

Effective Date. A meeting of Owners was held on January 21, 2014, at which a quorum was present and during which the amendment was approved by a vote, in writing, of at least 75% of the Owners. This First Amendment to the Declaration is effective upon recording. Except as amended by the foregoing provision, all other terms, covenants, conditions and restrictions set forth in the Millcreek Springs Subdivision Phase 2, shall remain in full force and effect.

EXECUTED the day and year set forth below.

SIGNATURES BEGIN ON NEXT PAGE

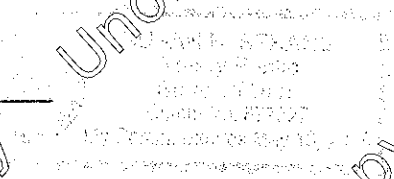
MILLCREEK SPRINGS SUBDIVISION
PHASE 2 MANAGEMENT COMMITTEE

By: [Signature]
Robbie Barrus, Chairman & President
Management Committee

STATE OF UTAH)
)
) : ss.
)
COUNTY OF WASHINGTON)

On the 14th day of January, 2015, personally appeared before me Robbie Barrus, known to me to be the person subscribed to the foregoing First Amendment to Declaration Of Covenants, Conditions, And Restrictions For Millcreek Springs Subdivision Phase 2 who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC

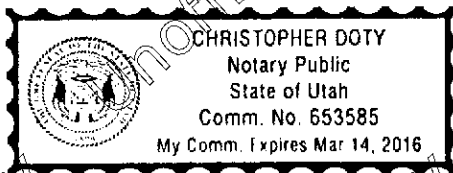


MILLCREEK SPRINGS SUBDIVISION
PHASE 2 MANAGEMENT COMMITTEE

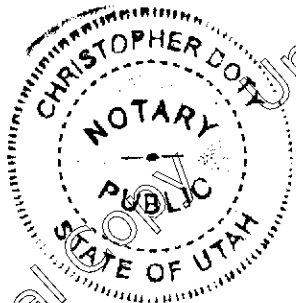
By: Susan Strang
Susan Strang, Vice President
Management Committee

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON)

On the 21 day of January, 2015, personally appeared before me Susan Strang, known to me to be the person subscribed to the foregoing First Amendment to Declaration of Covenants, Conditions, And Restrictions for Millcreek Springs Subdivision Phase 2 who duly acknowledged to me that she executed the same.



Christopher Doty
NOTARY PUBLIC



MILLCREEK SPRINGS SUBDIVISION
PHASE 2, MANAGEMENT COMMITTEE

By: Jamie Bahlmann
Jamie Bahlmann, Secretary
Management Committee

STATE OF UTAH)
) : ss.
COUNTY OF WASHINGTON)

On the 21st day of January, 2015, personally appeared before me Jamie Bahlmann,
known to me to be the person subscribed to the foregoing First Amendment to Declaration Of
Covenants, Conditions, And Restrictions For Millcreek Springs Subdivision Phase 2 who duly
acknowledged to me that she executed the same.

Susan H. Strong
NOTARY PUBLIC

