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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2595 E 3300 S  
SLC UT 84109  
BY: KRA, DEPUTY - WI 12 P.

**WHEN RECORDED RETURN TO:**  
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**AMENDMENT  
TO  
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING HOLLOW ON THE JORDAN RIVER PARKWAY DEVELOPMENT  
DATED October 26, 2007**

**SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION**

This Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007 is executed by the Spring Hollow on the Jordan River Parkway Homeowners Association, of P. O. Box 1241, Riverton, Utah 84065 (the "Association").

**RECITALS**

- A. The Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007 was recorded in the office of the County Recorder of Salt Lake County, Utah on November 20, 2007 as Entry No. 10280703 in Book 9539 at Pages 4504-4557A of the official records (the "Declaration").
- B. The Association is the managing agent of all of the owners of the real property located in Salt Lake County, Utah subject to the Declaration, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").
- C. The owners desire to make certain changes to the Declaration.
- D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the Association hereby executes this Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Spring Hollow on the Jordan River Parkway Development Dated October 26, 2007.

1. Article III, Section 5(f)(8) of the Declaration is hereby modified to read as follows:

(8) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti, within the Project is prohibited; provided, however, lawful holiday fireworks -- limited to ground displays only -- are permitted and subject to the fireworks rules and regulations adopted by the City of West Jordan as they may be supplemented and amended from time to time (the "West Jordan Fireworks Rules"). In the event of a conflict between the West Jordan Fireworks Rules and the governing documents regarding fireworks, the former shall in all respects govern and control. The term firearms includes, but is not limited to, all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, paint guns, sling shots, writs-rockets, blow dart guns, and other firearms of all types regardless of size.

2. Article III, Section 5(f)(10) of the Declaration is hereby modified to read as follows:

(10) Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, change or alteration therein be made, nor shall any such structure be painted other than its original color until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing, including but not limited to as the harmony of external design, size and location in relation to surrounding structures and topography, by the Board or by an Architectural Committee comprised of three (3) or more representatives as may be appointed by the Board (the "Homeowners Improvement Permit"). This is the procedure to obtain a Homeowners Improvement Permit. It is a staged process.

(a) The owner shall personally deliver the proposed plans and specifications to one (1) of the Members of the Architectural Committee or if such Committee is not then in existence to the President, Treasurer or Secretary of the Association.

(b) The Architectural Committee or Board shall have ten (10) days to review the proposed general concept for change.

(c) Prior to the expiration of the review period the Architectural Committee or Board shall notify the owner in writing if the proposal has been approved or rejected. In the event written notice is not provided prior to the expiration of the review period the proposal shall be considered rejected.

(d) If the general concept for change is approved, then the owner shall personally deliver to the Architectural Committee or the Board a detailed description together with all other support documentation required by the Architectural Committee or Board for the proposed change.

(e) The Architectural Committee or Board shall have an additional ten (10) days to review the proposed detailed description, plans and specifications for change.

(f) Prior to the expiration of the second review period the Architectural Committee or Board shall notify the owner in writing if the specific proposal has been approved or rejected. In the event written notice is not provided prior to the expiration of the review period the specific proposal shall be considered rejected.

(g) A written Homeowners Improvement permit will be issued following approval of the specific proposed change.

(h) No work may commence prior to the issuance of a Homeowners Improvement permit.

(i) All unapproved and non-conforming improvements must be removed if required by the Architectural Committee or Board at the owner's sole expense.

(j) All approved projects must be undertaken and completed within six (6) months of the date of the express approval of the specific proposed change.

3. Article III, Section 5(f)(14)(c) of the Declaration is hereby modified to read as follows:

(14) Storage and Parking of Vehicles. The driving, parking, standing and storage of motor vehicles in, on or about the project shall be subject to the following:

c. Homeowners are required to park their automobiles in their garage or behind their home or on their driveway as per section h. below. Guests may not park on the street for more than a 24-hour period without prior written approval of the Board. No commercial vehicles, non-operative vehicles, shipping/storage containers, or improperly licensed, camper, trailer, house trailer,

jet ski, snow mobile, boat or any other vehicle used for recreation purposes may be parked on the street without written consent of the Board.

4. Article III, Section 5 of the Declaration is hereby amended to add the following new subsection:

(24) **Storm/Screen Doors.** Installation of storm/screen door needs a Homeowners Improvement permit unless the storm/screen door conforms to those installed in the Project with respect to color, style and quality. In the event of any dispute, the decision of the Architectural Committee or Board shall in all instances be conclusive, final and binding.

5. Article III, Section 6 of the Declaration is hereby modified to read as follows:

(6) **Rental Restrictions and Leases.** There are only thirty-two (32) homes in the project. In order to protect the equity of the individual property owners, and carry out the purpose for which the project was formed by preserving its character as a homogeneous residential community of predominantly owner-occupied homes and by preventing the project from assuming the character of an apartment or renter-occupied complex, comply with the eligibility, requirements for financing in the primary and secondary mortgage markets insofar as such criteria provide that a project be substantially owner-occupied, and satisfy the requirements of Utah Code Ann., Section 57-8a-209 (2009) as it may be amended or supplemented from time to time, the rental or leasing of homes is prohibited, except for grandfathered homes or in the case of undue hardship as provided below.

(a) Any Owner who intends to lease or rent his home (or allows it to be occupied by a natural person while no owner occupies the home as the owner's primary residence) shall submit a written application to the Board requesting permission to do so.

(b) No home may be leased or rented (or occupied by a natural person while no owner occupies the home owner's primary residence) without the prior express written consent of the Board.

(c) The term "owner-occupied" shall mean a home is occupied by one of the following as his or her primary residence:

(i) The reputed owner of record as shown in the official records of the County Recorder of Salt Lake County, Utah; or

(ii) The spouse, parent, child or sibling of the reputed owner; or

(iii) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner, such as a corporation, limited liability company, or trust (provided, such person holds a beneficial and majority interest in such legal entity and/or his spouse, parents, child or sibling.

(d) Anything to the contrary notwithstanding however, the Association shall exempt from the foregoing rental restrictions a home or owner in the project, provided such an exemption will not disqualify the project or a home from obtaining financing:

(i) An owner in the military for the period of the lot owner's deployment;

(ii) A home occupied by an owner's spouse, parent, child or sibling;

(iii) An owner whose employer has relocated the owner for no less than two years;

(iv) A home owned by a corporation, limited liability company, trust or other legal entity created for estate planning purposes if the trust or other estate planning entity was created for (1) the estate of a current resident of the home; or (2) the spouse, parent, child, or sibling of the current resident of the home;

(v) The owner dies and the home is being administered by his or her estate;

(vi) Homes owned by lenders after foreclosure;

(e) When the ownership of grandfathered home changes the new owner must occupy the home; provided, however, when the pending sale of a home if prolonged may compel home seller to seek rental income, then a rental grace period of up to one (1) year may be approved by the Board in such cases. Extensions shall require the express written consent of the Board for addition rental periods.

(f) Anything to the contrary notwithstanding however, an owner who has a home in the project which is leased or rented before the time this rental restriction becomes effective, the date on which this document is recorded in the Office of the County Recorder of Salt Lake County, Utah, may continue renting or leasing the home until:

(i) The owner occupies the home; or

(ii) An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of the corporation, limited liability company, trust, or other legal entity that holds an ownership interest in the home, occupies the home; or

(iii) The home is sold or title is otherwise transferred or conveyed.

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

(i) Process the application for leave to rent or lease a home;

(ii) Approve or deny the application;

(iii) Determine and track the number of rentals and leases of homes in the project; and

(iv) Ensure consistent administration and enforcement of the rental restrictions.

(h) Each owner renting or leasing his or her home shall submit to the Board a copy of the signed Lease or Rental Agreement, with the tenant's contact information, within ten (10) days after it has been signed by all parties.

(i) Each and every agreement for the leasing or rental (or occupancy by a natural person while no owner occupies the home as his or her primary residence) ("collectively "Rental Agreement") shall be in writing.

(i) By virtue of taking possession of a home, each renter agrees to be subject to and abide by the governing documents and a violation thereof shall be considered a material violation and default under the Rental or Lease Agreement;

(j) No Owner shall be permitted to lease or rent his or her home for transient, vacation, hotel, seasonal or other short-term purposes;

(k) Daily and weekly rentals are prohibited;

(l) The initial term of any Rental or Lease Agreement shall be at least one (1) year;

(m) No owner may lease or rent individual rooms to separate persons or less than his or her entire home without the express prior written consent of the Board;

(n) Within ten (10) days after delivery of written notice from the Association notifying the owner of the creation or existence of a nuisance or material violation of the governing documents, the owner shall at the request of the Association serve the occupants of the home with a nuisance notice for eviction or notice to perform conditions or vacate in accordance with the Utah Forced Entry and Detainer Act and, if necessary, proceed with an unlawful detainer action in the Third District Court.

(j) Other than as stated in this Section, there is no restriction on the right of any owner to lease, rent or otherwise grant occupancy rights to his or her home.

6. The introductory paragraph to Article III, Section 10 is hereby amended to read as follows:

10. **Board of Trustees.** The Association shall be managed by a Board of Trustees, which shall be comprised of at least three (3) and no more than five (5) Lot Owners. Members of the Board shall be elected by the Owners. Members shall be elected to serve a two (2) year term. The Board shall elect a President, Secretary and Treasurer.

7. Article III, Section 15(a) of the Declaration is hereby amended to read as follows:

(15) **Owners Meetings.** The Association Members shall meet as follows:

(a) **Annual Meeting.** The annual meeting of the owners shall be held at a time and place determined by the Board. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at the location specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at his last known address. The notice shall state the location, date, time, place, and general purpose of the meeting.

8. Article III, Section 20 of the Declaration is hereby amended to add the following new subsection:

(o) All owners purchasing their homes after the effective date of this document, the date it is recorded in the office of the Salt Lake County Recorder are required to either pre-pay or join the Auto Bill Pay Program.

8. Article III, Section 32(e) is hereby amended to read as follows:

(e) Fines. The Board of Trustees shall have the right to charge fines or issue other sanctions against any Lot or Owner for violations of the governing documents. Any fine levied against an Owner shall become the personal obligation of the Owner which may be secured by a lien against his or her property. Fines shall be collectible and enforced in the same manner as assessments. The Board shall by rule adopt a Fine Schedule.

(f) Enforcement by Others. The Association or an aggrieved owner shall have the option of bringing an action for damages, specific performance, or injunctive relief against any person in default hereunder.

9. Article III, Section 38 is hereby amended to read as follows:

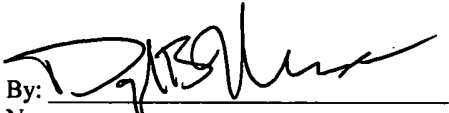
38. Enforcement and Right to Recover Attorneys Fees. The Association, Board, or any aggrieved owner may take action, at law or in equity, to enforce the Project Documents. The prevailing party shall be entitled to recover a reasonable attorney's fee and costs incurred regardless of whether a lawsuit is filed. Failure to enforce any term, covenant, condition, or restriction of the Project Documents shall in no event constitute or be deemed a waiver of the right to do so thereafter.

10. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

11. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

*Sept*  
*July* IN WITNESS WHEREOF, the Association has executed this instrument the 9 day of July, 2014.

SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION

By:   
Name: \_\_\_\_\_  
Title: President

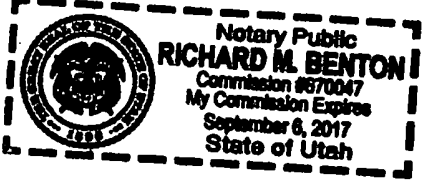


ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss:  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of ~~July~~ <sup>Sept.</sup>, 2014, personally appeared before me Doug Hecker, who by me being duly sworn, did say that s/he is the President of the SPRING HOLLOW ON THE JORDAN RIVER PARKWAY HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of its Declaration of Condominium, Articles of Incorporation, and a Resolution of its Board of Trustees, and said Doug Hecker duly acknowledged to me that said Association executed the same.

Richard M. Benton  
NOTARY PUBLIC



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

RXLP SPRING HOLLOW AT BATEMAN FARM PH 4  
 B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
 PARCEL      NUMBER

OBSOLETE?

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
L			ST	21-23-379-001-0000	NO
L			401	21-23-379-019-0000	NO
L			402	21-23-379-018-0000	NO
L			403	21-23-379-017-0000	NO
L			404	21-23-379-016-0000	NO
L			405	21-23-379-015-0000	NO
L			406	21-23-379-014-0000	NO
L			407	21-23-379-013-0000	NO
L			408	21-23-379-012-0000	NO
L			409	21-23-379-011-0000	NO
L			410	21-23-379-010-0000	NO
L			411	21-23-379-009-0000	NO
L			412	21-23-379-008-0000	NO
L			413	21-23-379-007-0000	NO
L			414	21-23-379-006-0000	NO
L			415	21-23-379-005-0000	NO
L			416	21-23-379-004-0000	NO
L			417	21-23-379-003-0000	NO
L			418	21-23-379-002-0000	NO

PF1-VTDI PF5-RXKP PF7-RXAB LIST PF12-PREV ENTER-NEXT CURSOR DOWN AND ENTER-RXPN  
 PF4-RETURN TO RXEN PF10-LAST RECORDS

RXLP SPRING HOLLOW AT BATEMAN FARM PH 4  
 B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
 PARCEL NUMBER

OBSOLETE?

L			418	21-23-379-002-0000	NO
L			419	21-23-379-020-0000	NO
L			420	21-23-379-021-0000	NO
L			421	21-23-379-022-0000	NO
L			422	21-23-379-023-0000	NO
L			423	21-23-379-024-0000	NO
L			424	21-23-379-025-0000	NO
L			425	21-23-379-026-0000	NO
L			426	21-23-379-027-0000	NO
L			427	21-23-379-028-0000	NO
L			428	21-23-379-029-0000	NO
L			429	21-23-379-030-0000	NO
L			430	21-23-379-031-0000	NO
L			431	21-23-379-032-0000	NO
L			432	21-23-379-033-0000	NO
L			AREA	21-23-379-001-0000	NO
P			A	21-23-379-001-0000	NO
P			B	21-23-379-001-0000	NO

PF1-VTDI PF5-RXKP PF7-RXAB LIST PF12-PREV ENTER-NEXT CURSOR DOWN AND ENTER-RXPR  
 PF4=RETURN TO RXEN PF10=LAST RECORDS