

After Recording Return To:  
The Cascades HOA  
925 S. Cascades Court  
Midway, UT 84049

**SECOND AMENDMENT TO THE FIRST AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Second Amendment to the First Amendment of Declaration of Covenants, Conditions, and Restrictions of The Cascades at Soldier Hollow (“Declaration”) is executed on the date set forth below by The Cascades at Soldier Hollow Homeowners’ Association, Inc. (“Association”).

**RECITALS**

- A. Real property in Wasatch County, Utah, known as The Cascades at Soldier Hollow was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded May 12, 2008, in the Wasatch County Recorder’s Office as Entry No. 335613 and all subsequent amendments;
- B. A first amendment to the Declaration was previously recorded in the official records of the Wasatch County Recorder on December 4, 2013, as Entry 396631;
- C. The Cascades at Soldier Hollow was subjected to the Bylaws of The Cascades at Soldier Hollow Home Owners’ Association, Inc. (the “Bylaws”) pursuant to the recording of the Bylaws on April 12, 2013, in the Wasatch County Recorder’s Office as Entry No. 388674;
- D. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;
- E. The purpose of this amendment is to alter terms concerning monetary deposits required of Owners engaging in construction activities within the community, and to remove the language incentivizing Owners to use an approved builder for such construction;
- F. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration and Bylaws;
- G. In accordance with Declaration Article X, § 10.2, and as permitted by Utah Code Ann. § 16-6a-709, the President of the Board of Trustees of the Association (the “President”) certifies that at least 2/3rds of all membership votes have approved this amendment;

**NOW, THEREFORE**, the Association, by and through its President, hereby amends the Declaration as follows:

**Declaration Article VIII, Section 8.1 is amended in its entirety to read as follows:**

8.1 Design Review Committee. The Board of Trustees of the Association shall appoint at least a three-member Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be

composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

**Declaration Article VIII, Section 8.5 is hereby removed and is replaced in its entirety with a new Section 8.5 which shall read as follows:**

8.5. Deposits. The Design Review Committee shall require that an Owner make a deposit in the amount of \$10,000.00, in favor of the Association, as a condition to approving the construction of a Living Unit and any proposed work or improvement in relationship thereto. No person shall commence any work or improvement until such deposit has been properly posted with the Association. The deposit made under this Section 8.5(a) is intended to assure (1) the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the installation of landscaping or in the construction of improvements; (2) compliance with the requirements of this Declaration; and (3) the Association's monitoring of the landscaping or construction of Improvements and work according to the requirements of Section 8.7 below; and (4) compliance with Design Review guidelines and instructions. Any costs deemed necessary by the Board of Directors to bring Owner's Living Unit or Lot into compliance with the requirements of Section 8.7 below will be deducted from this deposit. Any costs deemed necessary by the Board of Directors to bring the Owner's Living Unit or Lot into compliance with the Design Review guidelines will be deducted from this deposit.

In the event that such deposit is not sufficient to cover the Association's costs of monitoring construction or otherwise requiring compliance with the objectives of Section 8.5, the Owner shall be responsible for any additional costs.

**Declaration Article VIII, Section 8.11 is hereby deleted.**

**IN WITNESS WHEREOF**, the Association, by and through its President, has executed this Amendment to the Declaration as of the \_\_\_ day of \_\_\_\_\_, 2019.

THE CASCADES AT SOLDIER HOLLOW HOMEOWNERS' ASSOCIATION

\_\_\_\_\_  
President

STATE OF UTAH)

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County of Wasatch)

On the \_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_ who, being first duly sworn, did that say that they are the President of the Association and certified that the proper votes were obtained as required by the Declaration and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public for Utah

EXHIBIT A

“Legal Description”

All of Lots 1 through 72 of The Cascades at Soldier Hollow Subdivision, Amended, according to the Official Plat thereof on file and of record in The Wasatch County Recorder’s Office, Heber City, Utah.

<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>
Lot 1	OZH-0001-0-0003-044	Lot 19	OZH-0019-0-0003-044	Lot 37	OZH-0037-0-0003-044	Lot 55	OZH-0055-0-0003-044
Lot 2	OZH-0002-0-0003-044	Lot 20	OZH-0020-0-0003-044	Lot 38	OZH-0038-0-0003-044	Lot 56	OZH-0056-0-0003-044
Lot 3	OZH-0003-0-0003-044	Lot 21	OZH-0021-0-0003-044	Lot 39	OZH-0039-0-0003-044	Lot 57	OZH-0057-0-0003-044
Lot 4	OZH-0004-0-0003-044	Lot 22	OZH-0022-0-0003-044	Lot 40	OZH-0040-0-0003-044	Lot 58	OZH-0058-0-0003-044
Lot 5	OZH-0005-0-0003-044	Lot 23	OZH-0023-0-0003-044	Lot 41	OZH-0041-0-0003-044	Lot 59	OZH-0059-0-0003-044
Lot 6	OZH-0006-0-0003-044	Lot 24	OZH-0024-0-0003-044	Lot 42	OZH-0042-0-0003-044	Lot 60	OZH-0060-0-0003-044
Lot 7	OZH-0007-0-0003-044	Lot 25	OZH-0025-0-0003-044	Lot 43	OZH-0043-0-0003-044	Lot 61	OZH-0061-0-0003-044
Lot 8	OZH-0008-0-0003-044	Lot 26	OZH-0026-0-0003-044	Lot 44	OZH-0044-0-0003-044	Lot 62	OZH-0062-0-0003-044
Lot 9	OZH-0009-0-0003-044	Lot 27	OZH-0027-0-0003-044	Lot 45	OZH-0045-0-0003-044	Lot 63	OZH-0063-0-0003-044
Lot 10	OZH-0010-0-0003-044	Lot 28	OZH-0028-0-0003-044	Lot 46	OZH-0046-0-0003-044	Lot 64	OZH-0064-0-0003-044
Lot 11	OZH-0011-0-0003-044	Lot 29	OZH-0029-0-0003-044	Lot 47	OZH-0047-0-0003-044	Lot 65	OZH-0065-0-0003-044
Lot 12	OZH-0012-0-0003-044	Lot 30	OZH-0030-0-0003-044	Lot 48	OZH-0048-0-0003-044	Lot 66	OZH-0066-0-0003-044
Lot 13	OZH-0013-0-0003-044	Lot 31	OZH-0031-0-0003-044	Lot 49	OZH-0049-0-0003-044	Lot 67	OZH-0067-0-0003-044
Lot 14	OZH-0014-0-0003-044	Lot 32	OZH-0032-0-0003-044	Lot 50	OZH-0050-0-0003-044	Lot 68	OZH-0068-0-0003-044
Lot 15	OZH-0015-0-0003-044	Lot 33	OZH-0033-0-0003-044	Lot 51	OZH-0051-0-0003-044	Lot 69	OZH-0069-0-0003-044
Lot 16	OZH-0016-0-0003-044	Lot 34	OZH-0034-0-0003-044	Lot 52	OZH-0052-0-0003-044	Lot 70	OZH-0070-0-0003-044
Lot 17	OZH-0017-0-0003-044	Lot 35	OZH-0035-0-0003-044	Lot 53	OZH-0053-0-0003-044	Lot 71	OZH-0071-0-0003-044
Lot 18	OZH-0018-0-0003-044	Lot 36	OZH-0036-0-0003-044	Lot 54	OZH-0054-0-0003-044	Lot 72	OZH-0072-0-0003-044

All of Lots 73 through 90 of The Cascades at Soldier Hollow Subdivision, Amended, according to the Official Plat Phase II thereof on file and of record in The Wasatch County Recorder’s Office, Heber City, Utah.

<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>	<b>Lot #</b>	<b>Serial #</b>
Lot 73	00-0021-3009	Lot 78	00-0021-3014	Lot 83	00-0021-3019	Lot 88	00-0021-3024
Lot 74	00-0021-3010	Lot 79	00-0021-3015	Lot 84	00-0021-3020	Lot 89	00-0021-3025
Lot 75	00-0021-3011	Lot 80	00-0021-3016	Lot 85	00-0021-3021	Lot 90	00-0021-3026
Lot 76	00-0021-3012	Lot 81	00-0021-3017	Lot 86	00-0021-3022		
Lot 77	00-0021-3013	Lot 82	00-0021-3018	Lot 87	00-0021-3023		