

When Recorded Return To:
Fieldstone Brylee Farms, LLC
12896 S. Pony Express Road, Suite 400
Draper, Utah 84020

ENT **119115:2021** PG 1 of 8
Andrea Allen
Utah County Recorder
2021 Jul 06 12:46 PM FEE 40.00 BY SW
RECORDED FOR Bartlett Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

Tax Parcel ID Nos.: See Exhibit A

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BRYLEE FARMS SUBDIVISION

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRYLEE FARMS SUBDIVISION (“**Amendment**”) is made by Fieldstone Brylee Farms, LLC, a Utah limited liability company (“**Declarant**”), as of the date set forth on the signature page below.

RECITALS

A. The Declarant is the owner or was previously the owner of certain real property located in the City of Eagle Mountain (“**City**”), Utah County (“**County**”), State of Utah, as more particularly described on Exhibit 1-A attached hereto (“**Property**”).

B. Declarant is the declarant under that certain *Declaration of Covenants, Conditions, and Restrictions for Brylee Farms Subdivision* (“**Declaration**”) and Declarant caused the same to be recorded in the Real Property Records of Utah County on April 24, 2020 as Entry No. 54467:2020.

C. Declarant wishes to make certain modifications to the Declaration, as set forth herein.

D. The Period of Declarant’s Control, as defined in the Declaration, has not expired, and, pursuant to Section 12.2 of the Declaration, Declarant may amend the Declaration by recording a written amendment signed by Declarant in the Real Property Records of Utah County.

NOW, THEREFORE, the Declaration is hereby amended as follows:

AMENDMENT

1. Incorporation of Recitals. The Recitals to this Amendment are incorporated herein.

2. Incorporation of Defined Terms. Capitalized terms used herein but not otherwise defined shall have the same meaning set forth in the Declaration, if a meaning is provided in the Declaration.

3. Modifications to Specific Provisions of the Declaration.

a. Section 1.10. Section 1.10 of the Declaration is deleted in its entirety and replaced with the following language:

1.10 “**Commercial Builder**” means a person or entity that obtains five (5) or more Lots within the Project from Declarant for the purpose of constructing Residences thereon and selling such Residences to individual homebuyers. The term “Commercial Builder” shall also include any declarant under any Sub-Association formed hereunder.

b. Section 1.29. Section 1.29 of the Declaration is deleted in its entirety and replaced with the following language:

1.29 “**Project**” means the Brylee Farms Subdivision, which is located in the City. The Project may be developed in multiple phases. The Project will be comprised of an area consisting only of traditional detached homes (“**Single Family Area**”) and an area consisting of only Attached Residences (“**Townhome Area**”). The Single Family Area and the Townhome Area are depicted on Exhibit 1-B attached hereto. In addition to the encumbrance of this Declaration, the Townhome Area will also be subject to a Sub-Association, as provided in Section 3.2 of the Declaration.

c. Section 5.1.1. Section 5.1.1 of the Declaration is deleted in its entirety and replaced with the following language:

5.1.1 Common Areas. The Common Areas in the Project will include: (a) a pool and clubhouse located in the Single Family Area, as shown on Exhibit 1-C, attached hereto; (b) a park area with a pavilion, pickleball courts, and playground, as also shown on Exhibit 1-C; (c) a sewer lift station and associated infrastructure servicing the Project; (d) signs and monuments for the Project and associated infrastructure and landscaping; and (e) open space within the Project unless the same is dedicated to the City or to a Sub-Association. City Open Space, defined below, is not a Common Area, but is publicly accessible open space owned by the City and maintained by the Association.

d. Section 5.2.1. Section 5.2.1 of the Declaration is deleted in its entirety and replaced with the following language:

5.2.1 Neighborhood Common Areas. The Attached Residences in the Townhome Area will have common yard areas or open space (“**Townhome Open Space**”). The Townhome Open Space will be owned by the Sub-Association formed for the Townhome Area. Such Sub-Association, not the Association, will be responsible for the maintenance, repair, and replacement of the Townhome Open Space. The Townhome Open Space will be a Neighborhood Common Area, for the benefit of the Owners of Attached Residences within the Townhome Area, but not for the benefit of other Owners within the Project.

e. Section 5.3. Section 5.3 of the Declaration is amended to delete the phrase “including Limited Common Areas.”

f. Section 5.4. Section 5.4 of the Declaration is amended to delete the phrase “including Limited Common Areas.”

g. Section 5.5. Section 5.5 of the Declaration is deleted in its entirety and replaced with the following language:

5.5 Maintenance of Common Areas and Open Space. The Association, directly or through the Manager or other designated agents, shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, and maintain the Common Areas and all open space within the Single Family Area designated as “Public Open Space” on a Plat Map or open space within the Single Family Area which is dedicated to the City (“**City Open Space**”). The City Open Space does not include streets, sidewalks, and public infrastructure. The Association shall maintain all landscaping of the Common Areas and City Open Space. The Association shall pay all utility charges attributable to the Common Areas or City Open Space. No Owner, directly or indirectly, shall make any alterations to Common Areas or City Open Space without prior written consent of the Board.

h. Section 7.3. Section 7.3 of the Declaration is deleted in its entirety and replaced with the following language:

7.3 Roads and Streets. Roads and streets within the Project may be dedicated for public use. Any streets so dedicated (“**Public Streets**”) will be maintained by the City. Within the Townhome Area, certain streets may be private and owned by the Sub-Association formed for the Townhome Area (“**Private Streets**”). Any

Private Streets in the Townhome Area will be maintained by the Sub-Association. Under no circumstances will the Association have the obligation to maintain, repair, or replace Public Streets or Private Streets.

4. Single Family Benefitted Area. Pursuant to Section 4.2.3 of the Declaration, Declarant hereby creates a Benefitted Area for the purpose of allocating Common Expenses incurred in connection with the maintenance of City Open Space. The Benefitted Area will consist of all Lots within the Single Family Area as shown on Exhibit 1-B (“**Open Space Benefitted Area**”). Each Owner of a Lot within the Open Space Benefitted Area shall be allocated an equal portion of the Common Expenses in connection with the maintenance of the City Open Space (“**Open Space Benefitted Area Assessment**”).

5. Scope of Amendment. Except as specifically modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Declaration, this Amendment shall control. This Amendment shall apply to the Property, as it is now constituted, and to any and all additional land or additional phases of The Brylee Farms Subdivision that may be developed in the future (such additional land and additional phases referred to as the “**Additional Land**”).

[End of Amendment. Signature Page Follows.]

EXHIBIT 1-A

(Property Description and Parcel Numbers)

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence N0°51'28"E along the Quarter Section Line 1482.79 feet; thence East 1221.97 feet to the west line of Eagle Mountain Boulevard; thence along said west line the following two (2) courses: southeasterly along the arc of a 2437.50 foot radius non-tangent curve to the right (radius bears: S67°38'00"W) 962.61 feet through a central angle of 22°37'37" (chord: S11°03'12"E 956.37 feet); thence S0°15'37"W 542.41 feet to the south line of said Section 2; thence S89°56'09"W along the Section Line 1425.06 feet to the point of beginning.

Contains: ±46.89 Acres

(partims of 59:034:0130 ; 59:034:0131)

EXHIBIT 1-B

(Depiction of Single Family Area and Townhome Area)

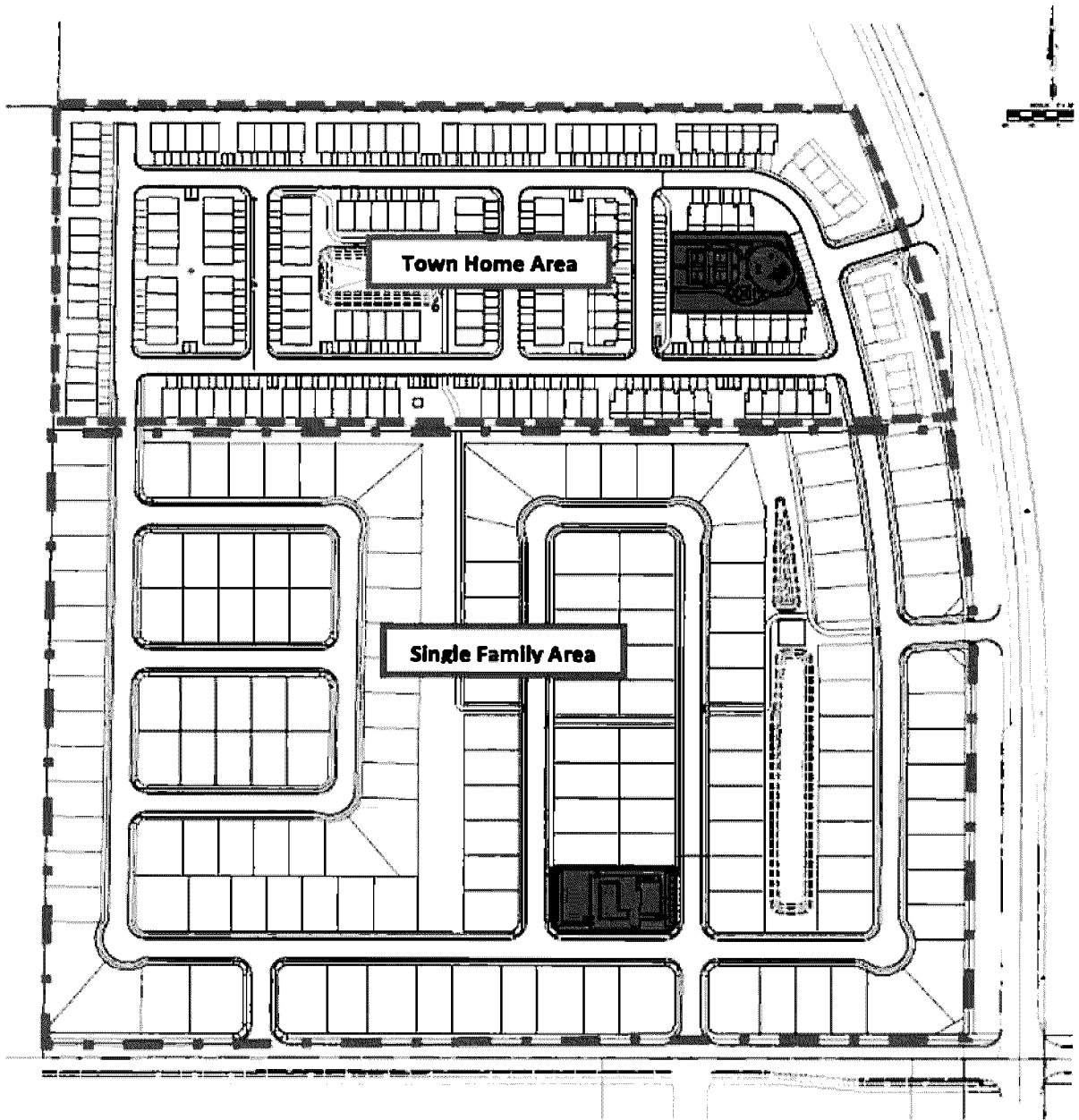


EXHIBIT 1-C

(Depiction of Location of Pool, Clubhouse, and Park Areas)

