

When Recorded Mail Original to:  
Eagle Mountain City  
1650 E. Stagecoach Run  
Eagle Mountain, Utah 84005

ENT 84287:2015 PG 1 of 7  
**Jeffery Smith**  
**Utah County Recorder**  
2015 Sep 15 10:11 AM FEE 57.00 BY CLS  
RECORDED FOR Bartlett Title Insurance Agen  
ELECTRONICALLY RECORDED

Mail Copy to:  
Pony Express EP, LLC  
640 East 96 North  
Lindon, Utah 84042

### AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions is made this 20 day of August, 2015 by Pony Express EP, LLC (hereinafter "Declarant"), whose project is known as SKYLINE RIDGE – PLAT 1B. Eagle Mountain City is included as a party declarant in this Amendment to Declaration of Covenants, Conditions & Restrictions; Eagle Mountain City is not the record owner of the property but is included as a Declarant for the purposes of permitting Eagle Mountain City to enforce certain Covenants, Conditions and Restrictions.

WHEREAS, the Declaration of Covenants, Conditions & Restrictions (hereafter "CC&Rs") governing the property was recorded in the Office of the Utah County Recorder on December 23, 2014 as Entry Number 92377:2014; and

WHEREAS, the Declarant seeks now to amend certain provisions of the CC&Rs as recorded, and only said provisions as set forth herein;

NOW, THEREFORE, Declarant hereby declares that the CC&Rs are amended, and the amended sections shall read in their entirety, as hereafter set forth. This Amendment, like the original Declaration, shall run with the real property described on Exhibit A and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Amendment shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each owner and its successors in interest. Eagle Mountain City is included as an additional Declarant and shall be treated as a Declarant in all circumstances.

#### AMENDMENT

SECTION 8.02. **Completion of Landscaping.** Front yard landscaping, executed in strict accordance with a previously approved landscaping plan shall be completed no later than one hundred twenty (120) calendar days following the completion of construction of any dwelling on any lot, or the occupancy of such dwelling, whichever is to occur first. Rear yard landscaping shall be completed no later than 180 days from date of occupancy or shall be fenced in accordance with Ranches approved fencing as not to be visible from any street. If completion

of construction or occupancy occurs during winter months, landscaping must be completed by the first day of the month of July next to occur. All front yard and, in some cases, other areas (see Section 8.03 of the CC&Rs) shall be landscaped in accordance with plans approved by the Design Review Committee and thereafter carefully maintained. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases, which in the opinion of the Design Review Committee are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not. The Owner shall be responsible for the installation of park strip trees, front yard sprinkler system, and turf / lawn within the time limits specified herein, and will be held responsible for the completion of the balance of landscaping within the time limits specified herein. Violation of the requirements specified herein will be subject to a fine of Fifty Dollars (\$50.00) per calendar day, calculated from the due date of completion, as specified herein, to the actual date of completion.

NO FURTHER AMENDMENT: Those provisions, sections, and subsections of the CC&Rs not explicitly amended herein shall remain in their original form and in full force and effect without alteration.

EXECUTION, CONSENT AND WAIVER: The Declarant and the Owners of those lots not owned by Declarant as of the date hereof hereby consent to and execute this Amendment to Declaration of Covenants, Conditions and Restrictions and waive any right to notice, hearing and objection to this amendment as evidenced by their signatures below.

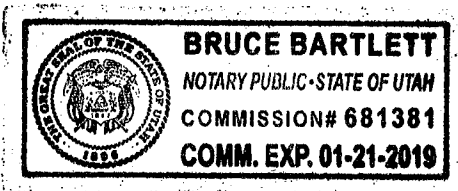
IN WITNESS WHEREOF, the Declarant and the aforementioned owner have executed this Amendment to Declaration of Covenants, Conditions and Restrictions the day and year first above written.

PONY EXPRESS EP, LLC

*Bradley J. Bentley*  
Bradley J. Bentley, Manager

STATE OF UTAH            )  
  ss.  
COUNTY OF UTAH        )

*Sept* The foregoing instrument was subscribed and sworn to before me this 14 day of \_\_\_\_\_ 2015, by Bradley J. Bentley as Manager of Pony Express EP, LLC.



NOTARY PUBLIC  
My commission expires: 1-21-19



OWNER

Alexandra Anderson  
Alexandria Anderson

OWNER

Alec W Anderson  
Alec W Anderson

STATE OF UTAH            )  
  ss.  
COUNTY OF UTAH        )

The foregoing instrument was subscribed and sworn to before me this 20 day of August 2015, by Alexandria Anderson and Alec W Anderson.

[Signature]  
NOTARY PUBLIC  
My commission expires: 1-21-19

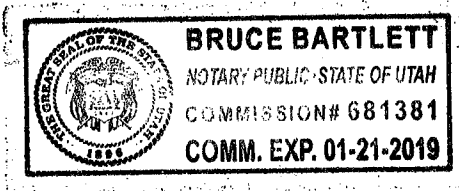




EXHIBIT A

PROPERTY DESCRIPTION

## Property Description

The land referred to is located in Utah County, State of Utah, and is described as follows:

Commencing at a point North 89°23'36" West 1432.40 feet along the section line and North 00°36'24" East 484.39 feet from the Southeast corner of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian, thence North 56°31'21" West 37.15 feet; thence North 39°33'31" West 214.68 feet; thence North 61°39'28" West 217.48 feet; thence North 62°46'34" West 25.00 feet; thence South 27°13'26" West 2.64 feet; thence North 62°46'34" West 500.00 feet; thence South 27°13'26" West 4.29 feet; thence North 62°46'34" West 25.00 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet (chord bears North 17°46'34" West 21.21 feet); thence North 62°46'34" West 77.00 feet; thence North 27°13'26" East 250.00 feet; thence South 62°46'34" East 6.15 feet; thence North 27°13'26" East 200.00 feet; thence North 62°46'34" West 58.07 feet; thence North 27°13'26" East 60.00 feet; thence South 62°46'34" East 128.92 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet (chord bears North 72°13'26" East 21.21 feet); thence South 62°46'34" East 50.00 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet (chord bears South 17°46'34" East 21.21 feet); thence South 62°46'34" East 128.92 feet; thence along the arc of a 220.00 foot radius curve to the left 113.84 feet (chord bears South 77°36'25" East 112.62 feet); thence North 87°33'45" East 113.82 feet; thence along the arc of a 280.00 foot radius curve to the right 108.00 feet (chord bears South 81°23'14" East 107.34 feet); thence North 20°44'32" East 2.06 feet; thence along the arc of a 330.00 foot radius curve to the right 59.85 feet (chord bears South 64°04'07" East 59.77 feet); thence South 31°07'36" West 70.00 feet; thence South 32°04'25" West 36.3 feet; thence North 71°35'24" West 41.33 feet; thence along the arc of a 170.00 foot radius curve to the left 8.83 feet (chord bears North 73°04'43" West 8.83 feet); thence South 10°55'45" West 103.06 feet; thence along the arc of a 380.00 foot radius curve to the right 141.86 feet (chord bears South 68°22'35" East 141.04 feet); thence along the arc of a 125.00 foot radius curve to the right 165.88 feet (chord bears South 19°39'57" East 153.97 feet); thence South 18°21'00" West 96.14 feet; thence along the arc of a 175.00 foot radius curve to the left 166.85 feet (chord bears South 08°58'06" East 160.60 feet); thence South 36°16'37" East 61.11 feet; thence along the arc of a 125.00 foot radius curve to the left 57.02 feet (chord bears South 49°20'45" East 56.53 feet); thence South 27°35'07" West 50.00 feet; thence South 29°31'15" West 113.96 feet more or less to the point of beginning.

(58:040:0357)