

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

**AMENDMENT NO. 1 TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE EAGLE POINT SUBDIVISION**

The undersigned are collectively the owners of the real property ("property") in Eagle Mountain City, County of Utah, State of Utah, described as:

Eagle Point Plat "G"
(Legal Description Contained on Exhibit A attached)

Patterson Construction, Inc., the stated initial owner of the property comprising Eagle Point Plat "G", recorded a Declaration of Protective Covenants, Conditions, and Restrictions for the Eagle Point Subdivision (Eagle Point Plat "G") on August 27, 2002, with the Utah County Recorder's office as Entry 98479:2002 (the "Declaration").

Patterson Construction, Inc. subsequently assigned all its rights and interests and delegated all of its responsibilities and obligations as Declarant to Patterson Development, LLC, a Utah limited liability company (sometimes referred to as "Patterson" or "Declarant" herein), who is the successor "Declarant" as that term is used in this Amendment and in the Amended Declaration, defined below.

Residential Construction Management, LLC, a Utah limited liability company ("RCM") owns platted lots 101 through 137 inclusive comprising 37 building lots ("Plat 1").

Patterson Development, LLC owns all of the remaining land comprising the property other than Plat 1. Property owned by Declarant includes proposed Plats 2, 3, 4, and 5 not yet platted ("Plats 2-5").

RCM and Declarant, the sole owners of Plat 1 and Plats 2-5 which comprise the property, now desire to amend the Declaration in certain respects as set forth in this Amendment No. 1 to Declaration of Protective Covenants, Conditions, and Restrictions for the Eagle Point Subdivision (the "Amendment"). The Declaration and the Amendment are referred to herein collectively as the "Amended Declaration".

Title to the Lots located within the property may be sold only subject to the protective covenants, conditions, and restrictions as set forth in the Amended Declaration.

RCM and Patterson hereby covenant, agree, and declare that all of the Lots and property described above and such additions thereto as may hereafter be made shall be held, sold, and conveyed subject to the zoning laws of Eagle Mountain City and to the covenants, conditions, and restrictions contained in the Amended Declaration which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors, and assigns. The covenants, conditions, and restrictions contained in the Amended Declaration shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in the property or any portion thereof, or in any Lot existing within the property, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, the Declaration is hereby amended in the following respects:

1. Exclusion of the Town of Eagle Mountain as an additional party Declarant. The third and fourth sentences in the second paragraph of the Declaration which state, "The Town of Eagle Mountain is included as an additional party Declarant in this Declaration of Covenants, Conditions, and Restrictions, not as the record owner of the property, but as a Declarant for the limited purpose of permitting the Town of Eagle Mountain to enforce certain covenants, conditions, and restrictions concerning its Development

Code and architectural guidelines. The design guidelines are intended to protect homeowners' investments and to create a unified community appearance." are deleted from the Declaration in their entirety, and neither the Town of Eagle Mountain nor Eagle Mountain City is a party Declarant under the Amended Declaration.

2. Eagle Point Development Committee. A new Section 3. *Eagle Point Development Committee*, shall be added to ARTICLE I of the Declaration which shall contain the following provision:

"Section 3. Eagle Point Development Committee. The Eagle Point Development Committee ("Committee") shall be established. The purpose and functions of the Committee shall be to receive, review, approve, and reject all building plans and specifications for structures and improvements proposed by an Owner to be erected on Lots within the property so that all structures and improvements shall conform to (1) the Eagle Mountain City Development Code and other applicable laws, rules and regulations; (2) the covenants, conditions, restrictions, and reservations contained within the Amended Declaration; and (3) the general subdivision plans, structure designs and appearances, and decisions of the Committee for the improvement and development of the property and Lots within the property. Nothing in this Section shall be construed to authorize or empower the Committee to materially change or waive any of the covenants, conditions, or restrictions contained in the Amended Declaration, except as set forth or permitted by the Amended Declaration; provided, however, the Committee may, in its reasonable discretion, approve or reject any structure or improvement which it believes may be incongruent with the design and intended style of the property as a residential subdivision and any structure or improvement located on any Lot, or may detract from or adversely affect the aesthetic appearance and/or property values of any Lot or property comprising the subdivision, or may constitute an eyesore or create a nuisance to Owners or other persons.

The Committee shall be comprised of three members appointed by the Declarant in its sole discretion. Any member may call a meeting of the Committee (which may meet in person or by telephonic or other mode of communication). Any two of the three members shall constitute a quorum, and when a quorum is duly constituted, such quorum may decide any matter of business which comes before the Committee. Decisions of the Committee shall be by majority vote of any quorum duly constituted or in an action by written consent, and a majority of the Committee may designate a representative to act for it. Any authorization, approval, rejection, action, or power made by the Committee shall be in writing signed by a member authorized to act for the Committee in such matter. The Declarant may fill vacancies in the Committee and remove members thereof in its discretion. Declarant may in, its sole discretion and without further amendment to the Amended Declaration, assign to another party or parties the right to appoint one or more members of the Committee.

The Committee, or any Owner or successor in interest of any Owner of a Lot comprising the property, shall have the right to enforce by proceedings at law or in equity any or all of the covenants, conditions, restrictions, liens and charges imposed by the provisions of the Amended Declaration, and any future amendments thereto, including, but not limited to, the right to prevent the violation of any covenant, condition, restriction, or reservation, and the right to recover money damages for such violation."

Prior to any Owner's commencement of construction of any structure or improvement on his/her Lot within the property, Owner must submit to the Committee, at least one month prior to the commencement of construction (including excavation), building plans and specifications for the structure or improvement to be constructed. Such building plans and specification shall include the following items and such other items as the Committee may request:

- A. Plat of Lot (in duplicate) showing layout of residential structure and improvements to be constructed.

- B. Building plans and specifications (in duplicate) showing elevations (front, back, side), roof design and pitch, and floor plans for each floor. Outside elevations must designate and describe building materials to be used.
- C. Samples of exterior building materials such as brick, rock, aluminum siding, fascia, and soffits, etc., with color scheme
- D. Color samples of paint and stucco to be used on exterior walls.
- E. Sample of roof shingle showing color scheme.

Upon receipt by the Committee of Items A – E above, it will review Owner's submission and respond within a reasonable time with its approval, rejection, and/or suggested changes to the building plans and specifications. If the Committee approves the building plans and specifications, it will date and sign one of the two originals submitted by Owner which the Owner may then submit to Eagle Mountain City to obtain a building permit. If the Committee does not approve the building plans and specifications, it will state in writing its reasons for non-approval and may suggest changes which will make the plans and specifications acceptable. Owner will then make and resubmit its building plans and specification in compliances with the Committee's stated reasons for non-approval and/or its suggested changes. If the Owner resubmits its building plans and specifications but they are still not approved by the Committee, the Committee and Owner may meet to try to resolve any differences. If changes to Owner's submitted building plans and specifications are extensive or if repeated changes are requested by Owner, the Committee may charge Owner a reasonable fee to compensate the Committee for its time and expense. Owner may not submit building plans and specifications to Eagle Mountain City without first obtaining the Committee's signed approval of the building plans and specifications. Owner must construct the structure and improvements in strict accordance with the plans and specifications approved by the Committee. If Owner later desires to make changes to the building plans and specifications, it must first submit the proposed changes to the Committee and obtain its written approval before proceeding or continuing with construction, as applicable.

3. Dwelling Cost, Quality and Size of Homes. Article 2, Section 5, of the Declaration shall be deleted in its entirety and replaced with the following new Section 5:

"Section 5. Dwelling Cost, Quality, and Size. Homes will be of a similar design (as determined by the Committee in its reasonable discretion) and comparable value to homes now being built in the Eagle Point Subdivision area. All homes shall be constructed using quality materials and good workmanship and in accordance with buildings plans and specifications as presented to and approved by the Committee. The intention and purpose these covenants are to assure that all dwellings constructed on the Lots within the property are of good construction, attractive appearance, and blend into the overall architectural plan of the subdivision. If the residential structure is a one-story rambler, the main floor area (exclusive of the garage and porches), shall not be less than one thousand two hundred (1,200) square feet. If the residential structure is a two-story structure, the area of the first and second floors (exclusive of the garage and porches), shall not be less than one thousand five hundred (1,500) square feet, with not less than eight hundred (800) square feet on the main floor. All basements shall have a square footage of not less than the square footage required for the main floor. No split-entry homes shall be permitted. All homes must meet the following architectural design standards:

- A. Exterior colors shall be subdued and unobtrusive.
- B. All homes shall have an enclosed garage.
- C. Minimum of 6/12 pitched roofs are required. Higher pitches are encouraged.
- D. Architectural grade shingles, have at least a 30-year life or as mandated by the Eagle Mountain City Development Code, whichever is longer.
- E. **Vinyl siding, fascias, and soffits are strictly prohibited** on any portion of the home, garage, or other structure.
- F. Owner is required to landscape front yard within twelve months from the date of occupancy.

- G. Trash bins/garbage cans are required to be stored out of sight of front of house (not visible from street) except on trash pickup day.
- H. Clothes lines in front yard and/or visible from the street are not permitted.
- I. Full-sized satellite dishes are not permitted unless placed in the back yard and are not visible from the street. Mini satellite dishes are permitted but may not be placed on front of home.
- J. Exterior Materials shall be 100% masonry materials or hard-surface siding (such as hardi-board, ~~aluminum~~ fiber cement or LP siding). Masonry materials include brick, stone and stucco; including veneer, thin stone and thin brick.
- K. Aluminum siding may be used for gables, eaves, fascia and soffit.

In the event of a conflict between Eagle Mountain City's Architectural Guidelines/Development Code and the guidelines set forth in this Section, Eagle Mountain City's guidelines shall supersede the guidelines set forth in this Section. In the event Eagle Mountain City changes its guidelines in the future, the Owner of any Lot in the property will be required to comply with the changed guidelines.

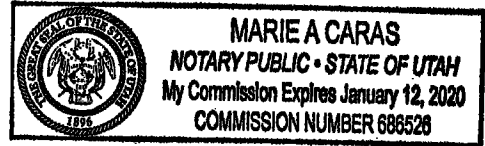
- 4. Except as provided in this Amendment, all other covenants, conditions, restrictions, reservations, and provisions contained in the Declaration shall continue in effect without change.

(Signatures contained on next page)

Dated: This 22 day of November, 2019.

PATTERSON DEVELOPMENT, LLC

By: *Andrew Patterson*
Andrew Patterson, Manager



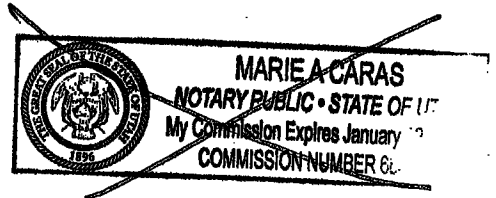
STATE OF UTAH)
 SS:
COUNTY OF UTAH)

On this 19 day of November, 2019, personally appeared before me, Andrew Patterson, who is a manager of Patterson Development, LLC, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Patterson Development, LLC pursuant to authority vested in him.

Marie A. Caras
Marie A. Caras
Notary Public

RESIDENTIAL CONSTRUCTION MANAGEMENT, LLC

By: *Brian Dale Grow*
Brian Dale Grow, Member



STATE OF UTAH)
 SS:
COUNTY OF UTAH)

On this 19 day of November, 2019, personally appeared before me, Brian Dale Grow, who is a member Residential Construction Management, LLC, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Residential Construction Management, LLC pursuant to authority vested in him.

Fionnuala Kofeod
Notary Public
Residing in Utah County
Fionnuala Kofeod

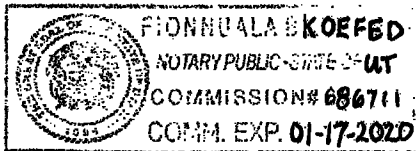


Exhibit A

Legal Description of Property

BEGINNING AT A POINT LOCATED NORTH 00°16'09" EAST ALONG QUARTER SECTION LINE 47.95 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°39'49" WEST 1560.22 FEET; THENCE NORTH 0°01'14" EAST 1279.43 FEET; THENCE SOUTH 89°44'07" EAST 225.43 FEET; THENCE SOUTH 153.20 FEET; THENCE SOUTH 89°44'07" EAST 1035.68 FEET; THENCE NORTH 89°49'10" EAST 50.09 FEET; THENCE SOUTH 86°46'50" EAST 254.18 FEET; THENCE SOUTH 00°16'09" WEST 1115.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 41.19 ACRES MORE OR LESS

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE