

WHEN RECORDED, MAIL TO:

D.R. Horton, Inc.
12351 S. Gateway Park Place, D-100
Draper, UT 84020
Attn: Adam Loser

Parcel No:
35-796-0001 to 35-796-0044; 35-797-0043 to 35-797-0077

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

FOR

**BLVD 120, Plats A and B,
a Condominium**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM for BLVD 120, Plats A and B (this “**Amendment**”) is made as of June __, 2022 (the “**Effective Date**”), by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”).

RECITALS

A. Declarant executed and caused to be recorded that certain Amended and Restated Declaration of Condominium for BLVD 120, Plats A and B (the “**Original Declaration**” and with this Amendment, the “**Declaration**”) recorded on September 3, 2021 as Entry No. 153856:2021 in the Office of Recorder of Utah County, Utah. All capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Declaration.

B. Pursuant to Section 17.2 of the Declaration, Declarant may amend the Declaration alone and unilaterally.

C. In accordance with the authority granted to Declarant, Declarant now desires to amend the Declaration as set forth in this Amendment.

AMENDMENT

NOW, THEREFORE, the Original Declaration is hereby amended and supplemented as follows:

1. Recitals; Defined Terms. The Recitals set forth above are hereby incorporated into this Amendment by reference and made a part hereof.

2. Restrictions on Use – Leasing. The fourth (4th) sentence of Section 9.2.12 of the Declaration (including Footnote 1) is hereby deleted in its entirety, such that, as of the Effective Date, Section 9.2.12 of the Declaration shall read as follows:

9.2.12. Any lease agreement between an Owner and a tenant respecting a Unit shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws, and any failure by the tenant to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing, and shall contain the following provisions: (i) the tenant agrees to comply with all of the terms and conditions of this Declaration, the Articles and Bylaws, (ii) the tenant agrees not to allow or commit any nuisance, waste, unlawful or illegal act upon the Project, and (iii) the tenant and the Owner acknowledge that the Association is an intended third-party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with this Declaration, the Articles and Bylaws, and to abate any nuisance, waste, unlawful or illegal activity upon the Project; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so. Prior to a tenant's occupancy of a Unit, the Owner of such Unit must provide to the Association the name, address and telephone number of the tenant and a copy of the written lease agreement. The Association shall have the right and the obligation to enforce compliance with this Declaration, the Articles and Bylaws against any Owner and/or occupant of any Unit, and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance. Other than the foregoing and the provisions of Section 9.4, there is no restriction on the right of any Owner to lease his or her Unit. An Owner shall be responsible and liable for any damage to the Project caused by its guests, tenants, licensees or invitees. The provisions of this Section 9.2.12 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

3. Easements Granted by Third Parties. A new Section 20.11 is hereby added to the Declaration as follows:

“20.11. Easements Granted by Third Parties. The Project is subject to (i) that certain Storm Drain Easement Agreement dated May 24, 2021 by and between The Boulevard Development, LLC, a Utah limited liability company, as grantor, and Declarant, as grantee, and recorded on May 24, 2021 as Entry No. 96905:2021 in the Office of Recorder of Utah County, Utah, and (ii) that certain Access Easement Agreement dated May 24, 2021 by and between

The Boulevard Development, LLC, a Utah limited liability company, as grantor, and Declarant, as grantee, and recorded on May 24, 2021 as Entry No. 96904:2021 in the Office of Recorder of Utah County, Utah (collectively, the “**Third-Party Easements**”). Notwithstanding anything to the contrary contained herein, any and all costs, expenses, obligations, or other charges emanating from the Third-Party Easements shall be considered Common Expenses and included in the calculation of Common Assessments.

4. Full Force and Effect. In the event of any inconsistency between this Amendment and the Original Declaration, the terms of this Amendment shall govern and control. The Declaration is hereby ratified and confirmed, and all other terms of the Declaration shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Townhome Phase 1 Boundary Description

BEGINNING AT A POINT WHICH IS SOUTH 89°44'08" WEST 900.34 FEET AND SOUTH 100.97 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 29°18'11" W 114.33 FEET; THENCE N 76°00'11" W 261.72 FEET; THENCE N 00°21'48" E 43.01 FEET; THENCE S 89°40'54" W 452.57 FEET; NORTH 67.63 FEET; TO A POINT OF CURVATURE; THENCE ALONG AN ARC 38.84 FEET TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS N 44°53'38" E 35.05 FEET; THENCE N 89°23'52" E 311.43 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 108.16 FEET TO THE RIGHT, HAVING A RADIUS OF 472.00 FEET, THE CHORD BEARS S 84°02'14" E 107.93 FEET; THENCE S 77°28'21" E 244.11 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 88.34 FEET TO THE RIGHT, HAVING A RADIUS OF 272.00 FEET, THE CHORD BEARS S 66°04'29" E 87.96 FEET TO THE POINT OF BEGINNING.

AREA = 1.774 ACRES (77,265 SQ. FT.)

Townhomes Phase 2 Boundary Description

BEGINNING AT A POINT WHICH IS SOUTH 89°44'08" WEST 382.38 FEET AND SOUTH 51.59 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 56°26'13" W 128.27 FEET; THENCE N 89°44'13" W 305.40 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 207.92 FEET TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, THE CHORD BEARS N 57°31'20" W 204.50 FEET; THENCE N 77°28'21" W 60.15 FEET; THENCE S 89°59'47" E 233.53 FEET; THENCE N 0°06'33" E 4.15 FEET; THENCE S 89°44'15" E 370.50 FEET; THENCE S 35°17'38" E 68.34 FEET TO THE POINT OF BEGINNING.

AREA = 1.316 ACRES (57,316 SQ. FT.)