

When Recorded Return To:  
Wildflower Developer, LLC  
14034 S. 145 E. Suite 204  
Draper, UT 84020

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR SUNFLOWER TOWNHOMES**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunflower Townhomes (the "**First Amendment**") is executed and adopted by Wildflower Developer, LLC (the "**Declarant**").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for Sunflower Townhomes was recorded on March 25, 2020 as Entry No. 38015:2020 in the office of the Utah County Recorder.

B. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunflower Townhomes was recorded on January 21, 2021 as Entry No. 12034:2021 in the office of the Utah County Recorder (hereinafter the "**Declaration**").

C. This First Amendment affects the real property located in Utah County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Declarant desires to amend the Declaration as set forth in this First Amendment to further clarify certain Declaration amendment limitations and restrictions.

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

F. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control. As of the date of the recording of this First Amendment, the Period of Declarant Control remains in effect.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

**(1) Amendment No. 1.** The following shall be added as Section 9.13(g) of the Declaration:

(g) Amendment of Section. This Section 9.13 shall not be amended or deleted unless all of the following amendment requirements are met:

(1) The Association shall obtain a written report from an attorney or real estate professional with experience in the Utah County real estate market that identifies the impacts the proposed amendments to the rental cap and rental restrictions in this Section 9.13 will have on home values, crime, parking, insurance, management costs of the Association, FHA loan approvals, and any other factors that are relevant to Owners and property values. The report shall be delivered to all Owners at least 60 days prior to voting on the proposed amendment.

(2) The Association shall obtain consents of at least 67% of the total voting interests of the Association, that are cast by Owners in person at a special meeting of the Owners called and held specifically for the purpose of voting on a proposed amendment to this Section 9.13. Only votes cast in person by Owners during the special meeting shall be counted toward the required consent percentage. Notwithstanding the general rights to vote via proxy contained in the Bylaws, any attempt to vote via proxy or absentee ballot at such special meeting dealing with Section 9.13 amendments shall not be permitted.

(3) The Association shall obtain the written approval of Bluffdale City consenting to the proposed amendment to this Section 9.13.

(4) The Association shall obtain the consent of at least 67% of mortgagees based on one vote for each Lot encumbered by a mortgage.

(5) The Association shall obtain the written consent of the Declarant or its successor. This Declarant right is intended to run with the land and to burden and be a restrictive covenant on all Lots in favor of the Declarant until such time as the Declarant records an instrument to voluntarily surrender its rights as set forth herein. This amendment restriction right is a material inducement for Declarant to sell the Lots in the Project to third parties.

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation & Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

\* \* \* \*

IN WITNESS WHEREOF, Declarant has executed this First Amendment this 17  
day of June, 2021.

**DECLARANT**  
**WILDFLOWER DEVELOPER, LLC**  
a Utah limited liability company

By: \_\_\_\_\_

Name: Nathan Shipp

Its: Manager

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF Salt Lake )

On the 17 day of June, 2021, personally appeared before me  
Nathan Shipp who by me being duly sworn, did say that she/he is an  
authorized representative of Wildflower Developer, LLC, and that the foregoing instrument is  
signed on behalf of said corporation and executed with all necessary authority.

Notary Public: Gina Francom



**EXHIBIT A**  
Legal Description

All of **WILDFLOWER VILLAGE 3A PLAT B-1a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68840:2020.

Including Lots 123 through 137

**Parcel Numbers: 55:908:0123 through 55:908:0138**

All of **WILDFLOWER VILLAGE 3A PLAT B-3a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68841:2020.

Including Lots 322 through 347

**Parcel Numbers: 55:909:0322 through 55:909:0352**

All of **WILDFLOWER VILLAGE 3A PLAT B-2**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 190236:2020.

Including Lots 265 through 278

**Parcel Numbers: 55:921:0265 through 55:921:0278**

All of **WILDFLOWER VILLAGE 3A PLAT B-7**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 190237:2020.

Including Lots 101 through 122

**Parcel Numbers: 55:922:0101 through 55:922:0122**

All of **WILDFLOWER VILLAGE 3A PLAT B-8**, according to the official plat thereof, on file in the office of the Utah County Recorder as Entry Number 190238:2020.

Including Lots 301 through 321

**Parcel Numbers: 55:923:0301 through 55:923:0321**