

WHEN RECORDED RETURN TO:
Larry G. Moore, Esq.
Ray Quinney & Nebeker
P.O. Box 45385
Salt Lake City, Utah 84145-0385

11517829
11/19/2012 4:26:00 PM \$67.00
Book - 10078 Pg - 9522-9526
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARVEST CROSSING, A PLANNED UNIT DEVELOPMENT

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions For Harvest Crossing, a planned unit development, is made and entered into this 15th day of November, 2012, and approved, executed and recorded by Harvest Crossing Homes, Inc., a Utah corporation ("Successor Declarant").

Recitals:

A. The Declaration of Covenants, Conditions and Restrictions For Harvest Crossing, a planned unit development was recorded September 6, 2007 as Entry No. 10214200 in Book 9512 at Page(s) 2838-2870, et seq. of the Official Records of the Salt Lake County, Utah Recorder's Office (the "Declaration"). The Declaration, as amended by this Amendment, pertains to that certain real property located in the City of South Jordan, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein.

B. Successor Declarant is the successor Declarant to Peterson Development Company, L.L.C. with respect to the Project, pursuant to Sections 2.01(ii) and 20.05 of the Declaration. Peterson Development Company, L.L.C. is executing this Amendment pursuant to paragraph 10 below to evidence and affirm the assignment of its rights as Declarant to Successor Declarant.

C. Pursuant to Section 19.03 of the Declaration, the Owners of sixty-seven percent (67%) of the Memberships based on Lot ownership (votes and consents) have the power to amend the Declaration. Pursuant to Section 6.02 of the Declaration, the Project is in the "Declarant Control Period" and pursuant to Section 6.02(d) of the Declaration, Successor Declarant has five votes for each Lot owned by Successor Declarant or its affiliates during the Declarant Control Period.

D. Successor Declarant has more than the necessary sixty-seven percent (67%) majority of votes required to amend or modify the Declaration, and on such basis Successor Declarant has the legal authority to approve, execute, acknowledge and record this Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended, modified and clarified as follows:

1. Capitalized terms used herein shall have the same meanings as in the Declaration.
2. Section 3.05 of the Declaration is hereby amended and restated in its entirety as follows:

“The Common Areas shall consist of the detention and retention basins, pavilion(s), playground area(s), barbecue area(s), swingset areas(s) and waterfall area, as may be constructed and maintained from time to time.”

3. The following language is added to the end of Section 11.04 of the Declaration:

“Notwithstanding the foregoing, an Owner or his guest may park on the street directly in front of the Owner’s Lot between the hours of 7:00 a.m. and 11:45 p.m. of that same day. Notwithstanding anything in this Section 11.04 to the contrary, motor homes and recreational vehicles may be parked in a reasonable and unobtrusive fashion on Lots 57, 58, 59 and 68. It is expected that the front of said vehicle shall not protrude out in front of the front-most face of the home, where applicable, and that said vehicle shall be parked behind a closed gate. On Lot 57 and 59 it is anticipated that said vehicle may be parked somewhere other than behind the front face of home, but that it the front shall still be setback minimum 18’ from roadway, and still behind a closed gate. The Successor Declarant or the Executive Board of the Association shall have the right to implement reasonable rules and regulations relating to the enforcement of the restrictions set forth in this Section 11.04 and elsewhere in the Declaration, including as reasonably deemed necessary, the issuance of warnings, citations, fines and towing of vehicles.”

4. Section 11.09 of the Declaration is hereby amended and restated in its entirety as follows:

“Fences. During the Declarant Control Period, Successor Declarant may install such perimeter and privacy fences in the Project as it deems appropriate in its discretion, excluding only privacy fences on Lots no longer owned by Successor Declarant or its affiliates. No Owner other than Successor Declarant shall install any fence in the Project, whether a privacy fence around the Lot’s patio or backyard area, or a perimeter fence along any portion of the Lot boundary, without the prior written approval of Successor Declarant during the Declarant Control Period, or the prior written approval of the Modification Review Board after the Declarant Control Period. The foregoing rights of approval of Successor Declarant and the Modification Review Board, respectively, shall include the right to approve the size, height, materials and color of any such fence, and no fence shall be approved or installed which materially or unreasonably interferes with the Association’s maintenance of exterior landscaping on the Lots, including without limitation, the backyard area.”

5. Section 3.06 of the Declaration is hereby clarified to provide that the Project consists of fifty two (52) Lots.

6. The following provision is hereby added to the end of Section 7.09(e) of the Declaration in conformity with Utah Code sec. 57-8a-212(1)(j): "Successor Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Meridian Title Company as "foreclosure trustee", or to any successor thereto appointed by Declarant or the Association, including any member of the Utah State Bar, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of Assessments under the terms of the Declaration."

7. The following provision is added to the Declaration as Section 7.05(f): "Prior to the levy and collection of Assessments for reserve funds for contemplated repairs, replacements or restorations by the Association, the Executive Board shall conduct or obtain a reserve analysis or reserve study, in conformity with, and at the same intervals specified by Utah Code sec. 57-8a-211, as in effect from time to time." The foregoing provision shall not apply during the Declarant Control Period.

8. Attached hereto are a true and correct copy of the current Bylaws of the Association, which are subject to revision or amendment as provided therein or pursuant to Utah Code sec. 16-6a-1010.

9. Except as expressly amended, modified or clarified by this Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

10. Peterson Development Company, L.L.C. does hereby assign and convey its rights as the original Declarant with respect to the Project to Successor Declarant pursuant to Section 20.05 of the Declaration. Successor Declarant hereby adopts and affirms, and hereby further encumbers the Project with the Declaration, as modified by this Amendment.

11. This Amendment shall become effective upon recording with the Salt Lake County, Utah Recorder's Office.

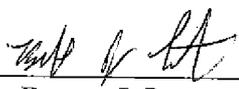
Executed as of the date first written above.

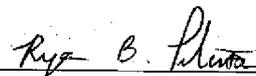
"Successor Declarant"

"Declarant"

Harvest Crossing Homes, Inc.

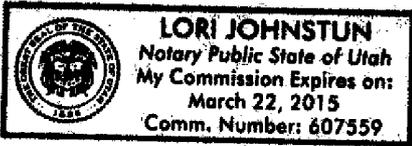
Peterson Development Company, L.L.C.

By 
Name: Barrett J. Peterson
Its: President

By 
Name: Ryan B. Peterson
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15th day of ~~September~~ ^{November 19}, 2012, personally appeared before me Barrett J. Peterson, who acknowledged to me that he executed the foregoing instrument as the duly authorized President of Harvest Crossing Homes, Inc., a Utah corporation, which thereby executed the same.

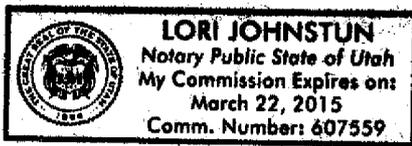


SEAL

Lori Johnston
Notary Public
Residing at: SLC UT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15th day of ~~September~~ ^{November 21}, 2012, personally appeared before me Ryan B. Peterson, who acknowledged to me that he executed the foregoing instrument as the duly authorized Manager of Peterson Development Company, L.L.C., a Utah limited liability company, which thereby executed the same.



SEAL

Lori Johnston
Notary Public
Residing at: SLC UT

1199879v1/LGM

Exhibit "A"

Lots 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102, Harvest Crossing PUD Subdivision Phase 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Together with an easement of use and enjoyment in and to the Common Area and Facilities, including but not limited to roadways and access ways appurtenant to said Lot, as provided for in the Declaration of HARVEST CROSSING PUD SUBDIVISION PHASE 1.

Tax ID:

27-17-230-001; 27-17-228-019; 27-17-228-018; 27-17-228-017; 27-17-228-016
27-17-228-015; 27-17-228-014; 27-17-228-020; 27-17-228-021; 27-17-228-022
27-17-228-023; 27-17-228-024; 27-17-228-025; 27-17-228-026; 27-17-228-029
27-17-228-030; 27-17-228-028; 27-17-228-027; 27-17-228-031; 27-17-228-032
27-17-228-033; 27-17-228-034; 27-17-228-035; 27-17-228-036; 27-17-228-037
27-17-228-038; 27-17-228-039; 27-17-228-041; 27-17-228-042; 27-17-228-043
27-17-228-044; 27-17-228-040; 27-17-228-045; 27-17-228-046; 27-17-228-049
27-17-228-050; 27-17-230-012; 27-17-230-013; 27-17-230-014; 27-17-230-015
27-17-230-011; 27-17-230-010; 27-17-230-009; 27-17-230-008; 27-17-230-007
27-17-230-006; 27-17-230-005; 27-17-230-004; 27-17-230-003; 27-17-230-002