
SPACE ABOVE RESERVED FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
THE BROOKS**

This First Amendment to the Declaration of Covenants, Conditions & Restrictions of The Brooks (the "**Amendment**") is made by The Brooks Owners Association, Inc (the "**Association**") and shall become effective against the planned unit development known as The Brooks.

RECITALS

- A. The DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF THE BROOKS was recorded on February 16, 2005, in the Salt Lake County Recorder's office as Entry No. 9301255 beginning at Book 9095, Page 1693, (the "**Declaration**").
- B. This Amendment affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit A of the Declaration, and incorporated herein by reference (the "**Property**") and those lots and Townhomes described on Exhibit A to this Amendment.
- C. The Owners at the Property desire to amend the Declaration to clarify certain provisions and make other changes and amendments indicated herein.
- D. Article II, Section 24 of the Declaration provides that it may be amended with the affirmative vote of at least 51% of the Association's voting interests.
- E. As evidenced below, the Management Committee hereby certifies that at least 51% of the Association's voting interests have duly approved the following amendments to the Declaration.
- F. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.
- G. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- H. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

AMENDMENTS

Amendment One

Article II, Section 4 of the Declaration is hereby amended to read as follows:

4. Common and Limited Common Areas. The Common Areas in the Project are described and identified on the Map. In the event that the Map is unclear, the Common Areas include any area of the Property that is not directly attached to an individual Townhome and any land or property outside the boundaries of a Townhome, including, but not limited to, all landscaped and hardscaped areas surrounding each Townhome, driveways, and backyard areas. Limited Common Areas include front porches and back porches. Neither the ownership of an undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Townhome to which it appertains, and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Townhome to which they relate.

Amendment Two

Article II, Section 21(a) of the Declaration is hereby amended to read as follows:

(a) Restriction Concerning Common Areas. There shall be no obstruction on the Common Areas by the Owners, their tenants, guests, or invitees without the prior written consent of the Management Committee. There shall be no alteration of the Common Areas of any kind (structural, aesthetic, or otherwise) by an Owner, and any violation of this shall result in the Owner paying, at the Owner's sole expense, all costs associated with remedying the violation and restoring the Common Areas to the condition they were in before the alteration. Any alteration of any kind (structural, aesthetic, or otherwise) by an Owner of the Limited Common Areas is prohibited unless the Owner has written approval to proceed from the Management Committee; is in compliance with the Declaration, the Bylaws, and the rules and regulations as determined by the Management Committee; and is completed at the sole expense of the Owner. If an Owner does not receive written approval for any alteration to the Limited Common Areas, the Management Committee can impose fines and/or require the Owner, at the Owner's sole expense, to repair, alter, or otherwise modify the Limited Common Areas to restore them to their original condition. The Management Committee cannot approve any alteration that is in violation of the Declaration, the Bylaws, or the rules and regulations. Any alteration, if approved by the Management Committee, shall become the sole responsibility of the Owner to maintain and the Owner shall pay any and all costs associated with its ongoing maintenance or repair. However, such alterations shall remain subject to the Management Committee's approval and oversight. The Management Committee may require maintenance or repairs, at the sole cost and expense of the Owner, to fix or maintain the alteration to keep it in good repair and condition or require temporary removal (and subsequent replacement) for any required Association maintenance. Any additional costs, including, but not limited to, maintenance, repair, damage, or otherwise, incurred by the

Association due to any alteration by past or current Owners shall be reimbursed in full by the current Owner. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Townhomes and the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein or in the rules or regulations. Nothing herein shall be construed to prevent the Association from performing its maintenance obligations on the Common Areas.

Amendment Three

The Declaration is hereby amended to include the addition of the following Article II, Section 36:

36. Association Notices. Whenever this Declaration, the Bylaws, or any Association rules, regulations, and procedures require notice to be given to an Owner or Owners, notwithstanding any provision to the contrary, such notice may be delivered:

(a) by a written notice delivered personally to the Owner, which shall be effective upon delivery;

(b) by a written notice placed in the United States mail, first-class postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or, if no such address shall have been furnished, to the street address of such Owner's Townhome. Any notice so deposited in the mail shall be deemed delivered forty-eight (48) hours after such deposit;

(c) by email correspondence to an Owner: (1) sent to an email address provided by the Owner for the purpose of Association communications, or (2) emailed to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Any notice sent by email shall be deemed delivered twenty-four (24) hours after it is sent;

(d) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered twenty-four (24) hours after it is sent; or

(e) by any other method that is fair and reasonable given the circumstances and the subject matter of the notice, or as otherwise allowed by law.

In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Townhome. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Townhome address. In case posting of a notice on the Townhome is permitted, such posting is effective when posted on the front or primary access door to the Townhome.

CERTIFICATION

The Management Committee hereby certifies that the foregoing amendments were duly approved by at least 51% of the Association's voting interests as required by Article II, Section 24 of the Declaration. The Management Committee has authorized the undersigned Association officer to execute this Amendment on its behalf.

The Brooks Owners Association, Inc.

Henry Shapiro
Signature

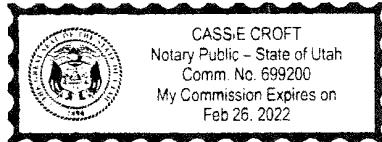
Henry Shapiro
Print Name

President
Title

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 15 day of August, 2018, by Henry Shapiro, who by me being duly sworn, did say that he or she is the President of The Brooks Owners Association, Inc.



Cassie Croft
Notary Public

EXHIBIT A

23 Project Parcel Numbers and Legal Descriptions

All lots and common areas within “The Brooks, P.U.D. Subdivision” (Phase 1) and “The Brooks, P.U.D. Subdivision Phase 2” plat maps, as recorded with the Salt Lake County Recorder, including:

Phase 1 Lots and Common Area

Phase 2 Lots and Common Area

22092060160000

22092060270000

22092060170000

22092060280000

22092060180000

22092060290000

22092060190000

22092060300000

22092060200000

22092060310000

22092060210000

22092060320000

22092060220000

22092060330000

22092060230000

22092060340000

22092060240000

22092060350000

22092060250000

22092060360000

22092060260000 (Common Area)

22092060370000

22092060380000