

When Recorded, Mail to:
Edge Homes, LLC
Attn: Mark Lords
480 West 800 North, Suite 200
Orem, Utah 84057

ENT 19577:2014 PG 1 of 6
Jeffery Smith
Utah County Recorder
2014 Mar 25 01:26 PM FEE 118.00 BY EO
RECORDED FOR Kirton & McConkie
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[Space Above for Recorder's Use]

**FIRST AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this “**Amendment**”) is executed and acknowledged by EDGE LAND 14, LLC, a Utah limited liability company, as the Declarant under that certain Declaration of Easements, Covenants, Conditions and Restrictions recorded November 18, 2013, as Entry No.: 106090:2013, in the Office of the Recorder of Utah County, State of Utah (the “**Restrictive Covenants**”), with reference to the following facts and circumstances:

RECITALS

A. The Restrictive Covenants encumber that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Encumbered Property**”).

B. Pursuant to Section 16.3 of the Restrictive Covenants, and in that Declarant owns a Lot in the Development, Declarant has the unilateral right to amend the Restrictive Covenants.

C. Declarant desires to amend the Restrictive Covenants for the purpose revising and clarifying certain prohibited uses set forth in the Restrictive Covenants, all subject to the terms and conditions of this Amendment.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, acting in accordance with the provisions of the Restrictive Covenants, hereby amends the Restrictive Covenants as set forth herein.

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the same meanings given to such terms in the Restrictive Covenants.

2. Maintenance and Repairs. Section 4.1 of the Restrictive Covenants is hereby deleted in its entirety and replaced with the following:

Section 4.1 **Maintenance and Repairs**. Except for the Townhouse Units (for which the Association will conduct the maintenance and repair of the exterior surfaces and the roofs, including, but not limited to, painting, staining, replacing, and caring for roofs, gutters, downspouts, exterior surfaces, window casings, trim, fences and other exterior

improvements except glass surfaces), each Owner shall at his own cost maintain his Lot and any improvements constructed thereon in good condition and repair at all times. Except as otherwise provided in the foregoing sentence, (i) Owners of Townhouse Units shall be responsible to maintain, repair and replace any portion of their respective Lots or improvements that are, or are deemed to be, Limited Common Areas and shall also be responsible to remove snow from their Limited Common Area driveways, sidewalks, entryways and steps, porches, terraces, and decks, and (ii) Owners of Patio Units shall be responsible to maintain, repair, and replace any portion of their respective Lots or improvements that are, or are deemed to be, Limited Common Areas and shall also be responsible to remove snow from their Limited Common Area driveways, sidewalks, entryways and steps, porches, terraces, and decks. In the event of the damage or destruction of any Unit, or the Limited Common Areas related thereto, the Owner of the Lot upon which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed structure in the Development. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof, including, but not limited to Limited Common Areas, must be submitted to and approved by the DRC pursuant to its procedures. Notwithstanding the foregoing obligations of the Association to maintain certain portions of the Townhouse Units, no Owner of such Townhouse Units shall openly or wantonly neglect or fail to do all within such Owner's power to help keep such items in clean, good and attractive condition at all times.

3. Prohibited Uses and Nuisances. Section 6.3(b) of the Restrictive Covenants is hereby amended by including the following language at the end thereof:

Notwithstanding anything contained herein to the contrary, all Owners of a Unit (whether such Unit is a Patio Unit or a Townhouse Unit) shall be entitled to sublet a portion of their respective Unit, so long as: (i) the remainder of the Unit not sublet is occupied by the Owner; and (ii) there is adequate parking space on the Unit to accommodate all vehicles of the Owner and those subleasing a portion of the Unit. In all events, all Owners and any tenants of any Owners must comply with the terms and conditions of the Restrictive Covenants and the rules and regulations of the Applicable Municipality.

4. Effect of Nonpayment; Remedies. The first sentence of Section 13.13 of the Restrictive Covenants is hereby deleted in its entirety and replaced with the following:

Any Assessment (whether Annual, Special or Specific) not received within ten (10) days of the date on which it or any installment thereof becomes due shall be subject to a late charge of Ten Dollars (\$10.00),

which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Lot.

5. Duties of the Association. Section 14.1(d) of the Restrictive Covenants is hereby deleted in its entirety and replaced with the following:

(d) In connection with its duties to maintain and repair Common Areas, to provide (i) maintenance and repair upon the exterior surfaces and roofs of the Townhouse Units (and/or the buildings in which such Units exist), including but not limited to, painting, staining, replacing, and caring for roofs, gutters, downspouts, exterior surfaces, window casings, trim, fences and other exterior improvements except glass surfaces, and (ii) maintenance of the landscaping and removal of snow from the Common Areas for which an easement is granted pursuant to Section 5.7, except that the Association shall be obligated to maintain, repair and replace all landscaping irrigation improvements whether such improvements are in the Common Area or Limited Common Area. The Association shall also be responsible for maintenance and repair as needed of terrace and subsurface drains ("V" ditches and the like), if any, which traverse any Common Areas within the Development.

6. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Restrictive Covenants.

7. Effective Date. This Amendment will take effect on the date that it is recorded in the Office of the Recorder of Utah County, Utah.

8. Adoption and Execution. The undersigned hereby certifies that it is the Owner of all Units in the Development, has as such, has full power and authority to amend the Restrictive Covenants as set forth herein, and constitutes the only party require to execute an amendment to the Restrictive Covenants.

9. Effect of Recording. Upon the recording of this Amendment, the Amendment shall automatically supplement and amend the Restrictive Covenants. From and after the recording of this Amendment, the Restrictive Covenants shall consist of the Restrictive Covenants, as amended and expanded by this Amendment.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the undersigned has executed this document as of the day and year first above written.

EDGE LAND 14, LLC,
a Utah limited liability company

By: [Signature]
Name: GORDON JONES
Its: MANAGER

STATE OF UTAH)
COUNTY OF Utah) ss.

On this 11th day of March, 2014, before me personally appeared Gordon Jones, known to me to be the manager of Edge Land 14, LLC, a Utah limited liability company, the entity that is described in and that executed the within and foregoing instrument, and acknowledged to me that such entity executed the same.

[Signature]
Notary Public

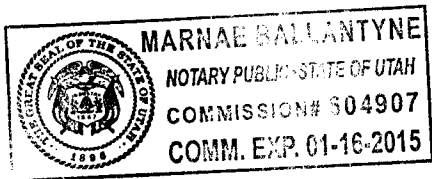


EXHIBIT A**[Legal Description of the Encumbered Property]**

The following described premises, situate within the County of Utah, State of Utah:

The Ponds at Sleepy Ridge Phase 1:

Commencing at a point located South 89°45'48" West along the Section line 510.83 feet and South 2811.34 feet from the North quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along Phase 1, Amended, Fairway Village at Sleepy Ridge as follows: South 54°44'11" East 112.85 feet, along the arc of a 484.00 foot radius curve to the right 13.77 feet (chord bears South 43°11'49" West 13.77 feet), South 46°00'01" East 40.00 feet, South 54°40'02" East 106.23 feet, South 49°42'01" East 58.98 feet, South 33°19'02" East 47.87 feet, East 0.65 feet; thence South along Phase 3, Golden Pond at Sleepy Ridge Planned Residential Development 314.17 feet; thence North 86°25'52" West 88.40 feet; thence along the arc of a 435.38 foot radius curve to the right 59.93 feet (chord bears North 82°29'15" West 59.88 feet); thence along the arc of a 15.00' radius curve to the left 22.26 feet (chord bears South 58°56'23" West 20.27 feet); thence North 74°47'49" West 36.01 feet; thence along the arc of a 15.00 foot radius curve to the left 22.55 feet (chord bears North 27°04'40" West 20.48 feet); thence along the arc of a 435.38 foot radius curve to the right 74.30 feet (chord bears North 65°15'04" West 74.21 feet); thence South 37°29'00" West 89.08 feet; thence North 52°31'00" West 130.00 feet; thence North 37°27'52" East 9.34 feet; thence North 54°50'45" West 147.68 feet; thence North 35°15'54" East 482.85 feet more or less to the point of beginning.

The above-described property is also known as Lots 101 through 126, inclusive, Phase 1, THE PONDS AT SLEEPY RIDGE, Planned Residential Development, Orem, Utah, as the same is identified in the plat recorded in Utah County, Utah, on November 6, 2013, as Entry No. 103446:2013, and Map Filing No. 14066, in Map Book No. 49.

Tax Parcel Nos. 49-759-0101 through 49-759-0126, inclusive.

The Ponds at Sleepy Ridge Phase 2:

Commencing at a point located South 89°45'48" West along the Section line 198.76 feet and South 3355.18 feet from the North quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 90°00'00" East along Phase 3, Golden Pond at Sleepy Ridge, Planned Residential Development 114.90 feet; thence South 05°28'33" West partially along Phase 6, Golden Pond at Sleepy Ridge, Planned Residential Development 141.76 feet; South 84°31'27" East along Phase 6, Golden Pond at Sleepy Ridge P.R.D. 10.06 feet more or less to Clegg pond; thence along Clegg Pond the following twenty-five (25) courses: South 09°28'48" West 21.48 feet, South 12°35'20" East 78.66 feet, South 21°52'25" West 81.01 feet, South 07°09'13" East 86.16 feet, South 16°52'45" East 148.28 feet, South 29°23'14" East 97.39 feet, South 38°27'04" East 60.94 feet, South 00°03'08" West 76.65 feet, South 06°53'50" East 48.55 feet, South 30°30'26" East 9.39 feet, South 35°40'30" East 43.77 feet, South 25°04'48"

East 19.37 feet, South 02°25'06" East 18.04 feet, South 23°59'52" West 11.40 feet, South 54°42'11" West 22.01 feet, South 79°46'31" West 14.82 feet, South 88°40'54" West 10.17 feet, North 79°43'40" West 29.80 feet, North 74°07'25" West 17.65 feet, North 68°41'32" West 35.85 feet, North 66°35'14" West 18.34 feet, North 82°51'09" West 26.75 feet, South 88°51'15" West 18.28 feet, South 74°03'51" West 54.80 feet, South 71°26'50" West 39.02 feet; thence leaving Clegg Pond North 84 °03'00" West 106.45 feet; thence North 50 °17'09 West 337.06 feet; thence North 39°42'51" East 93.63 feet; thence North 36°26'22" East 36.07 feet; thence North 40°04'52" East 70.00 feet; thence North 45°34'08" East 127.00 feet; thence North 03°29'12" East 420.93 feet; thence South 86°25'52" East 79.79 feet; thence North 3.81 feet; thence East 42.00 feet; thence North 10.36 feet more or less to the point of beginning.

The above-described property is also known as Lots 201 through 272, inclusive, Phase 2, THE PONDS AT SLEEPY RIDGE, Planned Residential Development, Orem, Utah, as the same is identified in the plat recorded in Utah County, Utah, on November 6, 2013, as Entry No. 103447:2013, and Map Filing No. 14067, in Map Book No. 49.

Tax Parcel Nos. 49-760-0201 through 49-760-0272, inclusive.