

When recorded mail to:

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JAN 24 2022

AMENDED NOTICE OF REINVESTMENT FEE COVENANT
(Pursuant to Utah Code Ann. § 57-1-46)

Pursuant to the requirements of Utah Code Ann. § 57-1-46, this instrument is an Amended Notice of Reinvestment Fee Covenant ("Amended Notice") that satisfies the requirements of Utah Code Ann. § 57-1-46(6) and serves as a record notice for that certain reinvestment fee covenant (the "Reinvestment Fee Covenant") that was modified in the First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Bluff at Lakeview Farms recorded on 1/12/22 in the Davis County Recorder's Office, as Entry No. _____ against the Property.

This Amended Notice hereby replaces and supersedes that certain Notice of Reinvestment Fee Covenant recorded on January 13, 2016, as Entry No. 2915402.

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES THAT:

1. The name and address of the beneficiary under the above referenced Notice is The Bluff at Lakeview Farms. ("Association"), c/o Golden Spike Realty, P.O. Box 238, Roy, Utah, 84067. If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce, Division of Corporations.


2. The burden of the above referenced Reinvestment Fee Covenant is intended to run with the Property, described in **Exhibit "A"**, and to bind successors in interest and assigns. The duration of the above referenced Reinvestment Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination or amendment of such Reinvestment Fee Covenant, as provided in the Association's governing documents.

3. As of the date of this Reinvestment Fee Covenant, the Association shall levy a one-time reinvestment fee to be paid to the Association when a change in ownership or transfer of a Lot occurs in the amount of \$250.00 unless a lesser or greater amount is established by Board from time to time. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities, and Association expenses.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

DATED: January 12, 2022.

BLUFF AT LAKEVIEW FARMS


~~Burt R. Willie~~ ^{TTS: PRESIDENT}
~~Attorney and Authorized Agent for~~
The Bluff at Lakeview Farms

STATE OF UTAH)
 ^{DAVIS} : SS
COUNTY OF ~~WEBER~~)

Taylor Berbert

President

~~Burt R. Willie~~, being first duly sworn, says that he is the ~~attorney~~ and authorized agent for Bluff at Lakeview Farms, and is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.



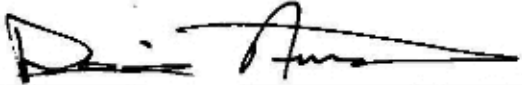

Notary Public

EXHIBIT "A"
(Legal Description)

PHASE 1

Lots 101 through 130, The Bluff at Lakeview Farms Subdivision, Phase 1, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. Nos. 12-842-0101 through 0130

PHASE 2

Lots 201 through 235, The Bluff at Lakeview Farms Subdivision, Phase 2, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. No. 12-861-0201 through 0235

PHASE 3

Lots 301 through 326, The Bluff at Lakeview Farms Subdivision, Phase 3, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. No. 12-876-0301 through 0326

PHASE 4

Lots 401 through 436, The Bluff at Lakeview Farms Subdivision, Phase 4, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. No. 12-910-0401 through 0436

PHASE 4 – FIRST AMENDMENT

Lots 437 through 439, The Bluff at Lakeview Farms Subdivision, Phase 4 First Amendment, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. No. 12-939-0437 through 0439

PHASE 5

Lots 501 through 513, The Bluff at Lakeview Farms Subdivision, Phase 5, Syracuse City, Davis County, Utah, according to the Official Plat Thereof.

Tax I.D. No. 12-911-501 through 0513

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS & BYLAWS
For Bluff at Lakeview Farms
(Phases 1-5)
In Davis County, Utah**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Bluff at Lakeview Farms ("First Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Bluff at Lakeview Farms, recorded in the Davis County Recorder's Office on January 13, 2016, as Entry No. 2915401, as amended and supplemented, and is adopted by the Board of Directors ("Board") for Bluff at Lakeview Farms ("Association"), for an on behalf of its members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns real property located in Davis County, Utah, comprising Phases 1-5, and more particularly described on **Exhibit "A"** attached hereto ("Property").

(B) The Bluff at Lakeview Farms Subdivision Phase 1 Plat ("Phase 1 Plat") was recorded on November 30, 2015, as Entry No. 2907282.

(C) The enabling Declaration of Covenants, Conditions and Restrictions for Bluff at Lakeview Farms Subdivision ("Declaration") was recorded in the Davis County Recorder's Office on January 13, 2016, as Entry No. 2915401, which included a copy of the Bylaws of the Bluff at Lakeview Farms Homeowners Association, Inc. ("Bylaws").

(D) The Bluff at Lakeview Farms Subdivision Phase 2 Plat ("Phase 2 Plat") was recorded on August 18, 2016, as Entry No. 2959769.

(E) A Declaration of Protective Covenants for The Bluff at Lakeview Farms Phase 2 ("Phase 2 Declaration") was recorded in the Davis County Recorder's Office on August 19, 2016, as Entry No. 2960275.

(F) The Bluff at Lakeview Farms Subdivision Phase 3 Plat ("Phase 3 Plat") was recorded on January 17, 2017, as Entry No. 2995753.

(G) A Declaration of Protective Covenants for The Bluff at Lakeview Farms Phase 3 ("Phase 3 Declaration") was recorded in the Davis County Recorder's Office on January 17, 2017, as Entry No. 2995754.

(H) The Bluff at Lakeview Farms Subdivision Phase 4 Plat ("Phase 4 Plat") was recorded on March 8, 2018, as Entry No. 3080289.

(I) A Declaration of Protective Covenants for The Bluff at Lakeview Farms Phase 4 ("Phase 4 Declaration") was recorded in the Davis County Recorder's Office on March 9, 2018, as Entry No. 3080740.

(J) The Bluff at Lakeview Farms Subdivision Phase 4 First Amendment Plat ("Phase 4 First Amendment Plat") was recorded on May 10, 2019, as Entry No. 3158964.

(K) The Bluff at Lakeview Farms Subdivision Phase 5 Plat ("Phase 5 Plat") was recorded on March 8, 2018, as Entry No. 3080290.

(L) A Declaration of Protective Covenants for The Bluff at Lakeview Farms Phase 5 ("Phase 5 Declaration") was recorded in the Davis County Recorder's Office on March 9, 2018, as Entry No. 3080748.

(M) The Declaration and Phase 2-5 Declarations all contain certain bylaws. The bylaws for Phases 1-5 are collectively referred to as "Bylaws."

(N) From the recordation of the Declaration, the Property has been managed by a single homeowner association. It is the intent of this First Amendment to confirm governance of all five phases by a single homeowner association - Bluff at Lakeview Farms. The Owners hereby ratify and approve the authority of the Bluff at Lakeview Farms, as the single homeowner association for the community.

(O) The Association, which was initially operated as an unincorporated homeowner association was formally incorporated on April 27, 2018. Despite references in the Declaration and Phase 2-5 Declarations to the name "Bluff at Lakeview Farms Homeowners Association, Inc.", the Association's actual name is the "Bluff at Lakeview Farms." Accordingly, all references to the Association in the Declaration and Phase 2-5 Declarations shall mean and refer to a single homeowner association - "Bluff at Lakeview Farms" or "Association".

(P) By this First Amendment, it is the Association and Owners intent to be subject to a single set of covenants and restrictions - namely the Declaration, as amended by this First Amendment. Accordingly, the Declaration, as amended by this First Amendment and any subsequent amendments, shall be the sole declaration for the Property superseding and replacing

Phase 2-5 Declarations rendering them of no further force or effect. The Declaration and First Amendment, along with any future amendment(s), shall be the sole Declaration for the Property.

(Q) The Association and its Owners desire that the Board amend the Bylaws for the Association and approve the recording of the First Amended Bylaws of Bluff at Lakeview Farms, a copy of which is attached hereto as **Exhibit "B"** ("Bylaws").

CERTIFICATION

By signing below, the Board hereby certified that pursuant to Article 12.2 of the Declaration and Utah Code §57-8a-104, the Association has obtained the approval or written consent of more than sixty-seven percent (67%) of the total votes of the Association approving and adopting this First Amendment.

(R) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and their successors in interest.

(S) The Association and its Owners desire to subject the Property to the terms and conditions of the Declaration and First Amendment, the Utah Condominium Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

NOW, THEREFORE, pursuant to the foregoing, the Association hereby makes and executes this First Amendment which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Effective Date. The First Amendment will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").

3. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration remains in full force and effect without modification.

4. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.

AMENDMENTS

5. The Recitals of the Declaration are hereby deleted in their entirety and replaced with the First Amendment Recitals.

6. The following definitions in Article 1 of the Declaration are hereby deleted in their entirety and replaced with the following:

- 1.3 "Association" means the Bluff at Lakeview Farms, incorporated on April 27, 2018.
- 1.4 "Bylaws" means the Bylaws of the Association attached to the Declaration, as amended by this First Amendment.
- 1.22 "Project" shall mean Property as set forth in this First Amendment.
- 1.23 "Property" shall mean Property as set forth in this First Amendment.

7. The Declarant Control Period has ended. All references to Declarant or special rights granted to Declarant are hereby deleted and terminated.

8. Article 4.3.1 is hereby deleted in its entirety and replaced with the following:

4.3.1 Amended Reinvestment Fee Covenant. The Association shall levy a one-time reinvestment fee to be paid to the Association when a change in ownership or transfer of a Lot occurs in the amount of \$250 unless a lesser amount is established by Board from time to time. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Amended Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities, and Association expenses.

9. Article 4.3.2 is deleted in its entirety and replaced with the following:

4.3.2 Annual Assessment. After the first calendar month of ownership, each Owner shall pay an annual assessment for each Lot owned by such Owner. The annual assessment shall be the Lot's share of the total annual amount necessary for the Association to perform all of its obligations, whether imposed by the Act, this Declaration, or the Bylaws. Without limitation, the annual assessment shall include each Lot's share of the Common Expenses including the costs to maintain and preserve the Common Areas, including insurance thereon, the amounts necessary to perform the Association's other maintenance obligations, the amounts necessary to fund the Association's reserve fund in a manner consistent with the Act, the Association's administrative expenses, and the amount any obligations imposed on the Association by any applicable law, ordinances, or regulations, all of which shall be identified in the Association's budget. The annual assessment shall be fixed, and from time to time adjusted, by the Board in accordance with the provisions of the Act. At a minimum, the Board shall review the annual assessment on an annual basis and make such adjustments as are necessary. The Board may require that the annual assessment attributable to each Lot be divided in 4 equal shares and paid in the form of a "quarterly membership assessment," to be due and payable the first month of each quarter on a date fixed by the Board. The amount of the annual assessment shall be fixed at a uniform rate for each Lot assessed. The Board shall adjust the amount of the annual assessment accordingly. The Board may not increase the amount of an Annual Assessment for any fiscal year by more than 20% over the previous fiscal year's annual assessment without first obtaining the affirmative vote of a majority of the Members at a meeting of the Association called for such purpose.

10. Article 4.8.1 is hereby deleted in its entirety and replaced with the following:

4.8.1 Late Fees. Any assessment not paid by the last day of the month from the due date thereof shall be subject to a late payment fee in an amount to be determined by the Board.

11. Article 6.9 Pets is hereby deleted in its entirety and replaced with the following:

6.9 Pets. The Board may adopt Rules and Regulations establishing reasonable restrictions on the type and number of pets permitted within the Project. Roosters, livestock, and other non-domesticated farm animals shall not be permitted within the Project. Chickens shall be permitted but shall follow the Rules and Regulations set forth by the Board. No pets which constitute a danger or nuisance shall be permitted within the Project. All pets are to abide by City Ordinances.

12. Article 6.11 is hereby deleted in its entirety and replaced with the following:

6.11 Vehicles. The Board may adopt Rules and Regulations governing the parking, repair, and storage of vehicles within the Project. Vehicles parked, repaired, or stored in violation of this Declaration or the Rules and Regulations may, in accordance with State requirements, be towed and impounded, at the Owner's expense, without further notice. No off-road motorcycles, snowmobiles, or similar off-road vehicles shall be operated within the Project unless licensed and registered. Vehicles of any kind must follow city street laws.

13. Article 8.2.1 is added as follows:

8.2.1 Landscaping. Lawns, shrubs, or other plantings shall be properly nurtured and maintained. The front and side yards shall be landscaped within one year of the home's completed construction. The back yard shall be landscaped within two years of the home's completed construction. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important, and all landscaping shall be tasteful, so as to not affect adversely the value or use of any other lot or the Common Elements.

The following sections of the Bylaws are hereby amended as follows:

14. Article II, Section 2 of the Bylaws "Association" means the Bluff at Lakeview Farms, incorporated on April 27, 2018, and its successors and assigns

15. The Declarant Control Period has ended. All references to Declarant or special rights granted to Declarant in the Bylaws are hereby deleted and terminated.

16. Article III, Sections 3-5 are hereby deleted in their entirety and replaced with the following:

Section 3. Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting, which locations may include virtual or electronically held meetings through available technology.

Section 4. Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total votes in the Association. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

Section 5 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than ninety (90) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting. Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

Section 6. Quorum. Unless otherwise specifically set forth in the Governing Documents, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may, by motion of the Board on its sole discretion, vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

17. Article IV, Section 1 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 1. Nomination and Tenure. At the successive annual meeting, the Owners shall elect a Director to replace the Director(s) who's term has expired or is then expiring. Each newly elected Director shall serve for a two-year term. Nomination for election to the Board may be made by the Directors. Nominations may also be made from the floor at the annual meeting, or by prior written in Nomination. Directors may be removed with or without cause by vote of the majority of Owners and/or Board Members. If any Director resigns, is removed, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to fill the remainder of such term.

18. Article VIII, Section 8C of the Bylaws is hereby deleted in its entirety and replaced with the following:

C. Secretary. The Secretary shall record the votes and keep minutes of all proceedings of the Board and of the Owners; at the direction of the President, serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; and perform such other duties as required by the Board. The Association Management Company may be hired to take meeting minutes and keep appropriate current records.

19. Article VIII, Section 8D of the Bylaws is hereby deleted in its entirety and replaced with the following:

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the ownership at its regular annual meeting and deliver a copy of each to the Owners. The Association Management Company may be hired to take meeting minutes and keep appropriate current records.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

BLUFF AT LAKEVIEW FARMS

By:

Its: President



STATE OF UTAH)

COUNTY OF DAVIS) : ss

On this 12TH day of JANUARY, 2022, personally appeared before me DAVIS ALLRED, who being by me duly sworn, did say that he/she is the President of BLUFF AT LAKEVIEW FARMS a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.


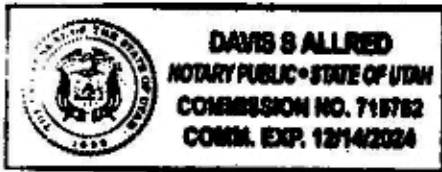

Notary Public

EXHIBIT "A"

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Tax I.D. Nos. 12-842-0101 through 0130

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