

AFTER RECORDING, RETURN TO:

Fieldstone Canyon Trail, LLC
Attn: Matthew Loveland
12896 Pony Express Rd., #400
Draper, UT 84020

Parcel No.: 65:605:0307, 65:605:0308, 65:605:0309, 65:605:0310, and 65:605:0311

(space above for Recorder's use)

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("**First Amendment**") is made this 18th day of March, 2020, by FIELDSTONE CANYON TRAIL, LLC, a Delaware limited liability company ("**Declarant**"), in contemplation of the following facts and circumstances:

RECITALS

- A. Declarant is the fee simple owner of certain real property located in Lehi, Utah County, Utah, as more fully described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").
- B. Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements dated November 11, 2019, and that was recorded on November 15, 2019, as Entry No. 120072:2019 of the official records of the Utah County Recorder (the "**Declaration**").
- C. Declarant now desires to amend the Declaration as provided for herein.
- D. Declarant is the sole Owner of the Property.

DECLARATIONS AND AGREEMENTS

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Recitals; Definitions.** The recitals are incorporated into this First Amendment as though set forth in full herein. Capitalized terms not defined in this First Amendment shall have the meanings set forth in the Declaration.
2. **Recital C.** Recital C of the Declaration is replaced in its entirety with the following:

C. Declarant has formed, or will form, a Utah nonprofit corporation (the "**Association**") that will serve as the owner's association for the Property and that will maintain the landscaping located between and above the Retaining Walls, including that located in the Restricted Areas of the Property; provided, however, ownership of the Retaining Walls and Restricted Areas will remain with each individual owner of the Property (each an "**Owner**" and

collectively “Owners”). Except for the foregoing maintenance obligation of the Association, each Owner will be responsible for the maintenance of and all other obligations associated with the Retaining Walls and Restricted Areas as provided for herein.

3. **Maintenance of Retaining Walls and Restricted Areas.** Section 2 of the Declaration is hereby replaced in its entirety with the following:

2. **Maintenance of Retaining Walls and Restricted Areas.** The Association shall maintain the native vegetation landscaping located between and above the Retaining Walls, including that located in the Restricted Areas, in a first-class condition consistent with similar developments in the area. Except for the foregoing, each Owner shall own, maintain in good and serviceable condition, and be responsible for all other aspects of the Retaining Walls and Restricted Areas located on its property at such Owner’s sole cost and expense. Each Owner, for himself/herself/itself and its successors, assigns, transferee, heirs, devisees, and personal representatives thereof, covenants and agrees (i) not to alter, remove or adjust the Retaining Walls or Restricted Areas and (ii) to not take any action, or fail to take any action, that would compromise or negatively affect the integrity, condition or appearance of the Retaining Walls and/or the Restricted Areas. Any such Owner that breaches the foregoing covenant shall be liable for any and all damages that may arise from the same.

4. **Miscellaneous.** To the extent the provisions of this First Amendment are inconsistent with the provisions of the Declaration, the provisions of this First Amendment shall control and the Declaration is modified accordingly. Except as amended herein, the terms and conditions of the Declaration shall remain the same and in full force and effect. This First Amendment becomes effective upon recording in the office of the Utah County Recorder.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Declarant executed this First Amendment as of the date first set forth above.

DECLARANT:

FIELDSTONE CANYON TRAIL, LLC,
a Delaware limited liability company

By: Jason Harris
Name: Jason Harris
Its: Assistant Secretary

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

On this 18 day of March, 2020, personally appeared before me Jason Harris, who being by me duly sworn, did say that he/she is the Assistant Secretary of FIELDSTONE CANYON TRAIL, LLC, a Delaware limited liability company, and that said company executed the foregoing instrument.

Stephanie Talbot
Notary Public

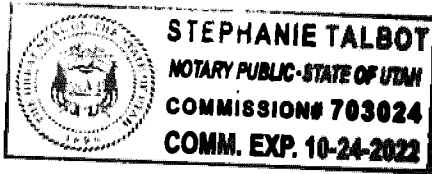


EXHIBIT A

(Legal Description of the Property)

LOTS 307, 308, 309, 310, AND 311 OF PHASE 3 OF CANYON TRAIL RESIDENTIAL SUBDIVISION
LOCATED IN LEHI, UTAH COUNTY, UTAH.