

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE COLONY FARMS OWNERS' ASSOCIATION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE COLONY FARMS OWNERS' ASSOCIATION is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

**RECITALS**

A. Whereas, the original Declaration of Covenants, Conditions, and Restrictions for the Colony Farms Owners' Association was recorded in the office of the County Recorder of Salt County, Utah on January 3, 2019 as Entry No. 12912962 of the Official Records (the "Original Declaration").

B. Whereas, pursuant to Article 18 of the Declaration, this First Amendment to the Declaration has been duly adopted by the Declarant;

C. Now therefore, the Association hereby amends the Declaration as follows:

**AMENDMENT**

**Part One**

Article 19, Section 19.1.1 of the Declaration currently reads as follows:

*19.1.1. Declarant, for each Unit owned by Declarant which is not an Exempt Unit, and each Owner, other than Declarant, by becoming an Owner of a Unit that is not an Exempt Unit, is deemed to covenant and agree to pay Assessments to the Association in accordance with this Declaration. Each Unit in the Project (except for Exempt Units) shall be liable for an equal share of the Common Expenses of the Association. Any commercial spaces shown on the Plat and permitted within the Project will be considered to contain one (1) Unit and allocated one share of Common Assessments under this Section 19 for each one thousand (1000) square feet, or any portion thereof, which the commercial space contains. Thus, if the commercial space is one thousand (1000) square feet or less, the commercial space shall be considered one (1) Unit and allocated one (1) share of the Common Expenses; if the commercial space contains between one thousand one (1001) and two thousand (2000) square feet, the commercial space will be considered two (2) Units and allocated two (2) shares of the Common Expenses; and so on.*

Article 19, Section 19.1.1 of the Declaration is hereby revised and amended to read as follows:

***19.1.1. Declarant, for each Unit owned by Declarant which is not an Exempt Unit, and each Owner, other than Declarant, by becoming an Owner of a Unit that is not an Exempt Unit, is deemed to covenant and agree to pay Assessments to the Association in accordance with this Declaration. Each Unit in the Project (except for Exempt Units) shall be liable for a share of the Common Expenses as described herein. Liability for the Common Expenses shall be allocated among the Units (except for Exempt Units) such that 2-bedroom Units are assessed an amount equal to 90% of the amount assessed to 3-bedroom Units, and 1-bedroom Units are assessed an amount equal to 80% of the amount assessed to 3-bedroom Units.***

**Part Two**

Article 22, Section 22.1 of the Declaration currently reads as follows:

*22.1. Class A. Each Owner of a Unit, which is an Assessable Unit, shall be a Class A Member of the Association. If the Garage Owner is the Declarant, Class A Membership for the Garage Owner shall commence when the Garage Owner's Class B Membership terminates. If the Garage Owner is not the Declarant, Class A Membership for the Garage Owner shall commence immediately and automatically upon becoming the Garage Owner. The number of votes allotted to each Owner and Garage Owner shall be determined in the following manner:*

*22.1.1. An Owner of a one (1) bedroom Unit shall be allotted one-half of a vote.*

*22.1.2. An Owner of a two (2) bedroom Unit shall be allotted three-quarters of a vote.*

*22.1.3. An Owner of a three (3) or more bedroom Unit shall be allotted one full vote.*

*22.1.4. An Owner of Commercial Space comprised of less than 1,000 square feet shall be allotted one-half of a vote.*

*22.1.5. An Owner of Commercial Space comprised of more than 1,000 square feet shall be allotted one full vote for each 1,000 square feet owned. There shall be no fractional votes for Commercial Spaces over 1,000 square feet (ie., if a Commercial Space is 2,500 square feet, the Owner shall be allotted 2 votes).*

*22.1.6. The Garage Owner is allotted one (1) vote per Garage Lot owned*

Article 22, Section 22.1 of the Declaration is hereby revised and amended to read as follows:

*22.1. Class A. Each Owner of a Unit, which is an Assessable Unit, shall be a Class A Member of the Association. If the Garage Owner is the Declarant, Class A Membership for the Garage Owner shall commence when the Garage Owner's Class B Membership terminates. If the Garage Owner is not the Declarant, Class A Membership for the Garage Owner shall commence immediately and automatically upon becoming the Garage Owner. The number of votes allotted to each Owner and Garage Owner shall be determined in the following manner:*

*22.1.1. An Owner of a one (1) bedroom Unit shall be allotted eight-tenths (.8) of a vote per one-bedroom Unit owned.*

*22.1.2. An Owner of a two (2) bedroom Unit shall be allotted nine-tenths (.9) of a vote per two-bedroom Unit owned.*

*22.1.3. An Owner of a three (3) or more bedroom Unit shall be allotted one (1.0) vote per three-or-more-bedroom Unit owned.*

22.1.4. The Garage Owner is allotted one (1.0) vote per Garage Lot owned.

WHEREFORE the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Colony Farms Owners' Association on the date set forth below.

DECLARANT:

FIG COLONY FARMS LLC

By: *Brian Schnell*

Printed Name: BRIAN SCHNELL

Title: DIRECTOR

Date: FEB 4, 2020

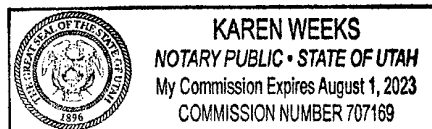
STATE of Utah )  
 ) ss.  
COUNTY OF Utah )

The foregoing instrument was subscribed and sworn before me this 4 day of February, 2020.

*Karen Weeks*

NOTARY PUBLIC

SEAL:



## EXHIBIT A

### Description of the Property

A tract of land conveyed to Fieldstone Utah Investors, LLC, described in that Special Warranty Deed recorded as Entry#12740339 in Book 10658 at Page 6082-6084 in the Office of the Salt Lake County Recorder, also a tract of land conveyed to Entheos Academy, described in that Special Warranty Deed recorded as Entry#11708461 in Book 10170 at Page 5208-5213 in the Office of the Salt Lake County Recorder, located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a the Northwest corner of 7600 West Street per the North Meadows Phase 2 Subdivision Plat as recorded in the Office of the Salt Lake County Recorder as Entry#10526016 in Book 2008 at Page 244, said point being North 0°05'07" East 481.23 feet and South 89°52'17" West 16.67 feet from the South ¼ Corner of Section 21, T1S, R2W, S.L.B.& M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running;

thence South 0°03'08" West 36.24 feet along said West right-of-way line to a point of curvature with a non-tangent curve, said point being on the east line of that certain property as described in the Special Warranty Deed as Entry#12740339 in Book 10658 at Page 6082;

thence along the said east line the following four (4) courses: 23.45 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°34'53" (Long Chord Bears North 44°42'19" West 21.14 feet), North 0°08'06" East 50.00 feet to a point of curvature with a non-tangent curve, 23.54 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°54'58" (Long Chord Bears North 45°02'31" East 21.20 feet), North 0°04'58" East 382.41 feet to the south line of the Kennecott Copper Corporation Property;

thence along the Kennecott Copper Corporation Property the following 9 Courses:

thence South 86°53'10" East 726.94 feet to a point of curvature;

thence 73.66 feet along the arc of a 800.00 foot radius curve to the left through a central angle of 05°16'31" (Long Chord Bears South 89°31'26" East 73.63 feet);

thence North 87°50'18" East 595.79 feet;

thence South 85°54'02" East 48.03 feet;

thence North 84°00'03" East 67.83 feet;

thence North 89°56'27" East 528.89 feet;

thence South 79°25'00" East 37.37 feet;

thence North 84°48'34" East 77.16 feet;

thence North 89°56'27" East 475.58 feet to the west right-of-way line of 7200 West Street;

thence along the said west right-of-way the following two (2) courses: South 0°09'19" East 66.50 feet, South 0°09'32" East 328.50 feet to the northeast corner of Parcel 14-21-127-039;

thence West 1718.67 feet along the north line of said Parcel 14-21-427-039 to and along Parcel 14-21-127-013 to and along Parcel 14-21-147-016 to the west line of said Parcel 14-21-147-016;

thence South 2.73 feet along the west line of said Parcel 14-21-147-016;

thence South 89°51'02" West 305.18 along Parcel 14-21-142-006;

thence South 0°05'53" East 13.46 feet along the west line of said property;

thence South 89°52'17" West 606.31 feet to and along the North line of said North Meadows Phase 2 Subdivision to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING TWO DESCRIPTIONS**

A parcel of land located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of 7200 West Street, said point being North 0°09'32" West 495.11 feet along the section line and South 89°50'28" West 39.96 feet from the Southeast Corner of Section 21, T1S, R2W, S.L.B. & M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running:

Thence West 670.16 feet;

Thence North 0°09'19" West 302.31 feet to a point of curvature;

thence 47.79 feet along the arc of a 40.50 foot radius curve to the left through a central angle of 67°36'51" (Long Chord Bears North 56°04'49" East 45.07 feet) to a point of reverse curvature;

thence 22.19 feet along the arc of a 25.00 foot radius curve to the right through a central angle of 50°50'46" (Long Chord Bears North 47°41'46" East 21.46 feet) to a point of compound curvature;

thence 48.00 feet along the arc of a 163.50 foot radius curve to the right through a central angle of 16°49'18" (Long Chord Bears North 81°31'48" East 47.83 feet);

thence North 89°56'27" East 326.82 feet to a point of curvature;

thence 122.13 feet along the arc of a 163.50 foot radius curve to the right through a central angle of 42°47'54" (Long Chord Bears South 68°39'36" East 119.31 feet);

thence South 47°15'39" East 50.37 feet to a point of curvature;

thence 99.14 feet along the arc of a 198.50 foot radius curve to the left through a central angle of 28°37'00" (Long Chord Bears South 61°34'09" East 98.11 feet) to a point of reverse curvature;

thence 9.53 feet along the arc of a 24.50 foot radius curve to the right through a central angle of 22°17'21" (Long Chord Bears South 64°43'59" East 9.47 feet) to the westerly right-of-way line of 7200 West Street;

thence South 0°09'32" East 220.93 feet along said westerly right-of-way line of 7200 West Street to the point of beginning.

**AND**

A parcel of land located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of 7200 West Street, said point being North 0°09'32" West 890.11 feet along the section line and South 89°50'28" West 39.95 feet from the Southeast Corner of Section 21, T1S, R2W, S.L.B. & M. (Basis of Bearing: S89°54'03"W along the Section line between the South ¼ Corner and the Southwest Corner of Section 21) and running;

Thence South 0°09'19" East 44.39 feet;

Thence South 26°23'43" West 13.28 feet;

Thence South 0°06'30" East 51.30 feet;

Thence South 10°05'11" West 11.30 feet to a point of curvature;

thence 29.99 feet along the arc of a 24.50 foot radius curve to the right through a central angle of  $70^{\circ}07'58''$  (Long Chord Bears South  $82^{\circ}37'22''$  West 28.15 feet) to a point of compound curvature;

thence 42.99 feet along the arc of a 163.50 foot radius curve to the right through a central angle of  $15^{\circ}04'01''$  (Long Chord Bears North  $54^{\circ}47'39''$  West 42.87 feet);

Thence North  $47^{\circ}15'39''$  West 50.37 feet to a point of curvature;

Thence 148.27 feet along the arc of a 198.50 foot radius curve to the left through a central angle of  $42^{\circ}47'54''$  (Long Chord Bears North  $68^{\circ}39'36''$  West 144.85 feet);

Thence North  $0^{\circ}03'33''$  West 10.46 feet;

Thence North  $89^{\circ}56'27''$  East 242.54 feet to the point of beginning.