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Amended Restrictive Covenants Page 1 of 7
Gary Christensen Washington County Recorder
03/22/2021 10:18:00 AM Fee \$ 84.00
By RREF 11-JFH BRILLO



RECORDED AT THE REQUEST OF:

RREF II - JFH BRILLO, LLC
c/o Matthew J. Ence
SNOW JENSEN & REECE, P.C.
912 West 1600 South, Suite B-200
St. George, Utah 84770

Parcel Nos.:

- W-BRIO-1A-1 through 72
- W-BRIO-1A-OPEN
- W-BRIO-1B-73-A, 74-A
- W-BRIO-1B-75 through 93
- W-BRIO-1B-OPEN
- W-BRIO-1C-94 through 102
- W-BRIO-1C-OPEN
- W-BRIO-2A-201 through 224
- W-BRIO-2A-226 through 237
- W-BRIO-2B-238 through 264
- W-BRIO-2B-OPEN
- W-BRIO-3A-301 through 323
- W-BRIO-3B-324 through 344
- W-BRIO-3B-359 through 379
- W-BRIO-3C-345 through 358
- W-BRIO-3C-371 through 380
- W-BRIO-3D-381 through 408
- W-BRIO-3D-OPEN
- W-BRIO-3E-410, 411-A, 411-B
- W-BRIO-3E-412 through 417
- W-BRIO-3E-430 through 433
- W-BRIO-3E-1001 through 1016
- W-BRIO-3E-OPEN
- W-BRIO-3F-418 through 429
- W-BRIO-4A-450 through 454
- W-BRIO-4A-454-A, 455-A
- W-BRIO-4A-456 through 473
- W-BRIO-4B-474 through 497
- W-BRIO-4D-498 through 514
- W-BRIO-5B-560 through 582
- W-BRIO-5B-584
- W-BRIO-5B-OPEN

**FIRST AMENDMENT
TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIO**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the _____ day of February, 2021, by RREF II – JFH BRILLO, LLC, a Delaware limited liability company (hereafter "Declarant").

This Amendment is made to modify and amend the Master Declaration of Covenants, Conditions, and Restrictions for Brio, dated August 7, 2015, and recorded August 12, 2015, as Doc. No. 20150028404 in the files of the Recorder for Washington County, State of Utah (hereafter the "Declaration"). This Amendment is made effective as to all of the Property which is subject to the Declaration, as set forth therein, and as also described in Exhibit "A" attached hereto, and all property which may be annexed to the Community in the future as set forth in the Declaration.

Section 1. Scope of Amendment. This Amendment is intended to modify the Declaration only as specifically set forth herein. All terms and provisions of the Declaration not specifically modified herein are hereby affirmed and deemed to continue in full force and effect. All capitalized words or phrases not otherwise defined herein shall be defined as set forth in the Declaration.

Section 2. Authority of Declarant. Declarant is that "Declarant" named in Article 2 of the Declaration. The Declarant's authority to unilaterally make and record this Amendment is set forth in Section 19.1 of the Declaration. As of the date of this Amendment, the Declarant Rights Period as defined in Article 2 of the Declaration is still in effect.

Section 3. Definitions. For purposes of this Amendment, the following definitions are adopted from the Utah Community Association Act, Utah Code § 57-8a-102 (2021). All other capitalized terms herein shall have the meaning set forth in the Declaration.

3.1. "Lease" or "Leasing" means regular, exclusive occupancy of a lot:

- (a) by a person or persons other than the owner; and
- (b) for which the owner receives a consideration or benefit, including a fee, service, gratuity, or emolument.

3.2. "Rental" or "Rental Lot" means:

- (a) a Lot that:
 - (i) is not owned by an entity or trust; and
 - (ii) is occupied by an individual while the Lot Owner is not occupying the Lot as the Lot Owner's primary residence; or
- (b) an occupied Lot owned by an entity or trust, regardless of who occupies the Lot.

Section 4. Prohibition on Rentals in the Community. As authorized by Utah Code § 57-8a-209 (2021), all residential Rentals and Rental Lots in the Community and Association are

hereby prohibited, unless specifically exempted in Section 5 of this Amendment below.

Section 5. Exceptions to Rental Prohibition. The following residential Lots in the Community and Association, and the Owners of such Lots, are exempt from the prohibition on Rentals and Rental Lots set forth in Section 4 of this Amendment:

5.1. a Lot which is subject to a written Lease for a term of not less than six (6) months (as permitted in paragraphs 3.5(a) and (b) of the Declaration);

5.2. a Lot, an Owner of which is in the military, for the period of the Lot Owner's deployment;

5.3. a Lot occupied by a Lot Owner's parent, child, or sibling;

5.4. a Lot, an Owner of which whose employer has relocated the Lot Owner for two (2) years or less;

5.5. a Lot owned by an entity that is occupied by an individual who:

- (a) has voting rights under the entity's organizing documents; and
- (b) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity; or

5.6. a Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Lot or the parent, child, or sibling of the current resident of the lot.

Section 6. Nonconforming Rental Lots. A Lot Owner who has a Rental Lot in the Community before the time this Amendment is recorded may continue to Lease the Owner's Lot until the earliest of the following events to occur, at which point the Owner and the Lot will be required to come into compliance with this Amendment:

6.1. the Lot Owner occupies the Lot;

6.2. an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot; or

6.3. the Lot is transferred.

Section 7. Transfer. For purposes of paragraph 6.3 above, a Lot is "transferred" when one or more of the following occur with respect to that Lot:

7.1. the conveyance, sale, or other transfer of the Lot by deed;

7.2. the granting of a life estate in the Lot; or

7.3. if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity's share, stock, membership interests, or partnership interests in a twelve (12)-month period.

Section 8. Association Procedures. The Association shall create, by rule or resolution, such procedures as the Board of the Association in its business judgment believes will allow the Association to:

8.1. determine and track the Rentals in the Community, subject to the provisions of Sections 5 and 6 above; and

8.2. ensure consistent administration and enforcement of the prohibition on Rentals set forth in this Amendment.

Section 9. Time-shares, Casitas, Etc. Nothing in this Amendment shall be interpreted to disturb or amend the prohibition on time-share estates or time-share uses as set forth in paragraph 3.5(b) of the Declaration, or the prohibition on Leasing leases of any portion of an entire Unit such as an ancillary "casita," "guest house," or "in-law suite" as set forth in paragraph 3.5(a) of the Declaration.

Section 10. General Provisions. All general terms and provisions of the Declaration not otherwise modified herein apply to this Amendment as if this Amendment were incorporated therein.

Section 10. Exhibit. Exhibit "A" attached to this Declaration are incorporated by this reference and amendment of such exhibit shall be governed by this Article.

(signatures on following pages)

EXHIBIT "A"
FIRST AMENDMENT

TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIO

The following real property located in Washington County, State of Utah:

All of Lots 1 through 72, and all Common Areas, Brio Phase 1A Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 73 through 93, and all Common Areas, Brio Phase 1B Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 94 through 102, and all Common Areas, Brio Phase 1C Subdivision - Amended, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 201 through 224 and 226 through 237, and all Common Areas, Brio Phase 2A Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 238 through 264, and all Common Areas, Brio Phase 2B Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 301 through 323, and all Common Areas, Brio Phase 3A Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 324 through 344 and 359 through 370, and all Common Areas, Brio Phase 3B Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 345 through 358 and 371 through 380, and all Common Areas, Brio Phase 3C Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 381 through 408, and all Common Areas, Brio Phase 3D Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 410, 411-A, 411-B, 412 through 417, 430 through 433, and 1001 through 1016, and all Common Areas, Brio Phase 3E Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 418 through 429, and all Common Areas, Brio Phase 3F Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 450 through 473, and all Common Areas, Brio Phase 4A Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 474 through 497, and all Common Areas, Brio Phase 4B Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 498 through 514, and all Common Areas, Brio Phase 4D Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.

All of Lots 560 through 582 and 584, and all Common Areas, Brio Phase 5B Subdivision, as the same are described on the Official Plat thereof, on file in the office of the Washington County Recorder.