

After Recording Return To:  
849 W. Levoy Dr.  
Salt Lake City, UT 84123

11794431  
1/24/2014 9:33:00 AM \$51.00  
Book - 10207 Pg - 1267-1271  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THREE FORKS SUBDIVISION, PHASES 6 AND 8**

**This Amendment to the Declaration of Covenants, Conditions and Restrictions for Three Forks Subdivision, Phases 6 and 8 ("Declaration") is executed on the date set forth below by Richmond American Homes of Utah, Inc. ("Declarant").**

RECITALS

A. Real property in Salt Lake County, Utah, known as the Three Forks Subdivision, Phases 6 and 8 was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded October 24, 2013, in the Salt Lake County Recorder's Office as Entry No. 11747148 ("Declaration");

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to modify the setback requirements and further define the Association's responsibilities;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. Richmond American Homes of Utah, Inc., is the Declarant under the Declaration.

F. Under Declaration Article XIII, Section 13.01(c), Declarant has the unilateral right to amend the Declaration until all Lots are sold. Not all Lots have been sold and Declarant has the unilateral right to amend the Declaration;

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

**Declaration Article VI, Section 6.01(d) is amended in its entirety to read as follows:**

(d) Setbacks: Front setbacks and street side corner lot side yard setbacks shall be measured from the back of the curb to the foundation wall facing the curb from which the measurement is taken. Rear and side yard setbacks shall be measured from the property line to the foundation wall facing the property line from which the measurement is taken. Dwellings shall have the minimum setbacks as indicated on the Map.

The setbacks on irregular shaped Lots shall be those allowed by West Jordan City Planning

Department after review of the Lots unique characteristics and best uses. A variance will be granted to irregular shaped Lots based on the Planning Department's determinations.

**Declaration Article XIV, is amended to add Sections 14.06 and 14.07, which read as follows:**

***Section 14.06 Security***

THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. THE BOARD ON BEHALF OF THE ASSOCIATION, ALL OWNERS AND RESIDENTS OF ANY LOT WITHIN THE PROJECT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. THE BOARD ON BEHALF OF THE ASSOCIATION, EACH OWNER AND RESIDENT OF ANY LOT WITHIN THE PROJECT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER AND RESIDENT OF ANY LOT WITHIN THE PROJECT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY/LIVING UNITS AND TO THE CONTENTS OF LIVING UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION HAS MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS THE ASSOCIATION, ANY OWNER, RESIDENT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROJECT.


***Section 14.07 Environmental Conditions***

The Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the Project and shall not be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or for any adverse environmental conditions. The Association and its Board on behalf of all Owners, Residents,

guests and invitees of any Lot within the Project acknowledges that the Association does not represent or warrant that the construction or any work performed, construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Project will prevent the existence or spread of biological organisms, mold, mildew, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Association further acknowledges that Association is not an insurer and that each Owner and Resident of any Lot within the Project and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Association has made no representations or warranties nor has the Association, any Owner, Resident, tenant, guest or invitee relied upon any representation or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to air quality within the Project.

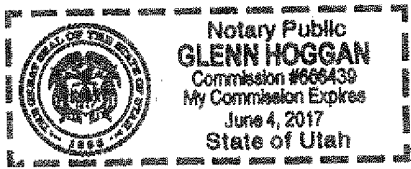
IN WITNESS WHEREOF, the Declarant, by and through its authorized agent, has executed this Amendment to the Declaration as of the 16 day of December, 2013.

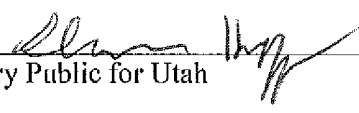
**DECLARANT:**  
**RICHMOND AMERICAN HOMES OF UTAH, INC.**

  
Print: Paul P.  
By: Its Authorized Agent

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On the 16 day of December, 2013, personally appeared Lupe Retros who, being first duly sworn, did that say that they are the authorized agent of Declarant, and that said instrument was signed in behalf of said Declarant by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.



  
Notary Public for Utah

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL LOTS IN THREE FORKS SUBDIVISION PHASE 6 AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	601	26-02-103-001-0000	N
	L	602	26-02-103-002-0000	N
	L	603	26-02-103-003-0000	N
	L	604	26-02-103-004-0000	N
	L	605	26-02-103-005-0000	N
	L	606	26-02-103-006-0000	N
	L	607	26-02-103-007-0000	N
	L	608	26-02-103-008-0000	N
	L	609	26-02-105-001-0000	N
	L	610	26-02-106-001-0000	N
	L	611	26-02-106-002-0000	N
	L	612	26-02-101-010-0000	N
	L	613	26-02-107-004-0000	N
	L	614	26-02-107-003-0000	N
	L	615	26-02-107-002-0000	N
	L	616	26-02-107-001-0000	N
	L	617	26-02-107-005-0000	N
	L	618	26-02-107-006-0000	N
	L	619	26-02-107-007-0000	N
	L	620	26-02-107-008-0000	N
	L	621	26-02-104-013-0000	N
	L	622	26-02-104-012-0000	N
	L	623	26-02-104-011-0000	N
	L	624	26-02-104-010-0000	N
	L	625	26-02-104-008-0000	N
	L	626	26-02-104-007-0000	N
	L	627	26-02-104-006-0000	N
	L	628	26-02-104-005-0000	N
	L	629	26-02-104-004-0000	N
	L	630	26-02-104-003-0000	N
	L	631	26-02-104-002-0000	N
	L	632	26-02-104-001-0000	N
	P	A	26-02-104-009-0000	N

**PHASE 8**

A PARCEL OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE

BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF THREE FORKS PHASE 2 SUBDIVISION SAID  
POINT ALSO BEING SOUTH  
00°08'09" WEST 302.44 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF  
SECTION 35, TOWNSHIP 2 SOUTH,  
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING:  
THENCE NORTH 89°24'04" EAST 13.88 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE SOUTH 86°38'18" EAST 111.42 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE SOUTH 89°54'49" EAST 267.64 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE NORTH 80°43'32" EAST 81.61 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE NORTH 48°31'43" EAST 87.55 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE NORTH 46°32'52" EAST 236.89 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION;  
THENCE NORTH 26°21'09" EAST 34.55 FEET ALONG SAID SOUTH LINE OF SAID THREE FORKS  
PHASE 2 SUBDIVISION TO THE  
SOUTH LINE OF 8600 SOUTH STREET;  
THENCE SOUTH 89°40'01" EAST 331.60 FEET TO THE WEST LINE OF THREE FORKS PHASE 6  
SUBDIVISION;  
THENCE SOUTH 00°05'11" WEST 633.00 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE NORTH 89°54'49" WEST 115.93 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE NORTH 00°05'11" EAST 9.94 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE NORTH 89°43'37" WEST 156.97 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE SOUTH 00°16'23" WEST 105.87 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE NORTH 89°43'37" WEST 7.12 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE SOUTH 00°16'23" WEST 260.50 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE SOUTH 09°00'29" EAST 50.66 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION;  
THENCE SOUTH 00°16'23" WEST 111.12 FEET ALONG SAID WEST LINE OF SAID THREE FORKS  
PHASE 6 SUBDIVISION TO  
THE NORTH LINE OF COPPERFIELD SUBDIVISION PHASE 3;  
THENCE NORTH 89°43'37" WEST 784.61 FEET ALONG SAID NORTH LINE OF COPPERFIELD  
SUBDIVISION PHASE 3 TO THE  
SECTION LINE;  
THENCE NORTH 00°08'09" EAST 889.60 FEET ALONG THE SECTION LINE TO THE POINT OF  
BEGINNING.

Contains 912,756 Square Feet or 20.954 Acres and 56 Lots and 2 Parcels