

**FIRST AMENDMENT TO
DECLARATION OF A PLANNED LOT DEVELOPMENT FOR
CREEKSIDE AT HONEYCUT ROAD, PUD**

THIS FIRST AMENDMENT TO DECLARATION (hereafter sometimes referred to as the "First Amendment") is made and executed as of the 11th day of April, 2014, by Creekside at Honeycut Road, LLC, a Utah limited liability company ("Declarant") and is agreed to and binding upon Craig Poulton and Diane Poulton (hereafter collectively referred to as the "Poultons"), and the "Poulton Property" as hereafter defined.

RECITALS:

A. Declarant is the record owner of that certain real property (the "Land") located in East Millcreek, Salt Lake County, Utah more particularly described in Article II hereof and which Land has been subdivided and is now known as the "Creekside at Honeycut Road, PUD" (hereafter sometimes referred to for convenience as the "Creekside PUD") according to the Official Plat thereof on record in the Salt Lake County Recorder's Office comprising and consisting of Lots 1 through 7 of and the Common Areas of the Creekside PUD.

B. Poultons are the owners of the real property located at 1847 Honeybrook Place, Salt Lake City, Salt Lake County, Utah and more particularly described as:

Lot 4, Honeybrook Subdivision, according to the Official Plat thereof filed in Book "91-7" of Plats at Page 97 of the Official Records of the Salt Lake County Recorder

Hereafter such Lot 4 shall be referred to as the "Poulton Property"

C. Declarant has executed and recorded a Declaration of a Planned Lot Development for Creekside at Honeycut Road, PUD which was dated August , 2013 and recorded with the Salt Lake County Recorder on August , 2013 as Entry No. (hereafter referred to as the "Declaration").

D. The Poulton Property is not included in the Creekside PUD nor is it generally subject to the Declaration, but the Poulton Property is adjacent to Lots 6 and 7 of the Creekside PUD.

E. Poultons and Declarant have entered into an agreement relative to certain improvements to be made to and restrictions to be imposed on certain of the Lots in the Creekside PUD and on the Poulton Property, which are for the benefit of the Poulton Property and such Lots. It is intended that the Poulton Property will be subject to the Declaration to the extent and as described in this First Amendment to Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, Declarant and Poultons hereby make the following Amendment to the Declaration:

1. Section 1.1 of the Declaration is hereby deleted and Section 2.1 of the Declaration is amended to provide that the Land is not submitted to the Condominium Act since it is not and was not intended to be a condominium but rather was intended to be a PUD subdivision. All other references to the "Act" are hereby deleted as well.

2. Section 1.6 Common Expenses of the Declaration shall be amended by adding the

following sentence at the end thereof:

Common Expenses shall include (a) the expenses of maintenance of the exterior areas of the Lots as provided in Section 6.2 of the Declaration, and (b) the expenses of maintenance, operation, repair and replacement of the improvements to be constructed on or to be made to Lots 6 and 7 under the terms of this First Amendment as hereafter set forth.

3. Article III ARCHITECTURAL GUIDELINES shall be amended by adding the following restrictions with respect to the residences to be constructed on the described Lots:

3.14. Lot 5, 6 & 7 Restrictions. Restrictions applicable to the residences constructed or to be constructed on Lots 5, 6 and 7 of the Creekside PUD are as follows:

- a. The residences constructed on Lots 6 and 7 of the Creekside PUD shall have configurations which are similar to the configurations shown on Exhibit "B" attached to this First Amendment (the narrow part of the roof lines will face the north and south sides of said Lots).
- b. The rear yard setback of Lots 6 and 7 shall average 22 feet.
- c. No part of the ridge/roofline of the residences on either of said Lots shall exceed twenty (20) feet in height at a point which is within thirty (30) feet of the rear (South) property line of such Lot.
- d. No balconies shall be built on residences which are constructed on Lots 6 & 7 that have a view of the Poulton Property.
- e. There shall be no windows on the second floor of homes constructed on Lots 6 & 7 that face the Poulton Property except any first floor windows that may extend up to the second floor elevation provided that they do not extend beyond the interior ceiling of the first floor where such windows are located.
- f. Declarant shall use its best commercially reasonable efforts to avoid the placement of windows on Lot 5 which will look directly into the backyard of the Poulton Property. No balcony shall be placed within twenty (20) feet West and twenty (20) feet North of the Southeast corner of the Residence located on Lot 5.

3.15 Boundary Improvements to Lots 6 & 7. The following improvements shall be made to the boundary between Lots 6 & 7 of the Creekside PUD and to the Poulton Property:

- a. Declarant, at Declarant's expense, shall remove all vegetation along the common boundary line between Lots 6 & 7 and the Poulton Property (hereafter the "Boundary Line") and install on such Boundary Line either (i) a high quality, layered, boulder wall or (ii) a high quality manufactured fieldstone wall consisting of separated panels which are tied together in which the interior is filled with concrete or other structural material. The design of the Boundary Line Wall shall be mutually agreed to by Declarant and Poultons. The Boundary Line wall shall begin at ground level on the east end of the Boundary Line and extending up to a height of 6'9" at the west end. The wall shall be stepped, if necessary, to keep the top of the wall level. Declarant and Poultons will reasonably cooperate to determine the final elevations of the Boundary Line Wall. The construction of the Boundary Line Wall shall be done in a good and workmanlike manner as soon as reasonably possible.

b. Poultons, at Poultons' expense, shall install a high quality aluminum or steel fence (hereafter "Poultons' Fence") in, on or proximate to the top of the Boundary Line Wall to a maximum height of 6' along the Boundary Line, as soon as is reasonably possible after construction of the boundary line Wall. The design of the Poultons' Fence shall be similar to that shown in Exhibit C; any substantive change in the fence design shall be subject to mutual agreement between Declarant and Poultons.

c. Declarant, at Declarant's expense, shall as soon as is reasonably possible, replace the vegetation along the Lot 6 & 7 side of the Boundary Line with plantings at least 10' tall of a species mutually agreed to by Poultons and Declarant for the purpose of creating a visual barrier between the Poulton Property and Lots 6 & 7. It is intended that the plantings shall be of a type that will grow to a height of twenty-five (25) feet. In the event any of such plantings shall die or otherwise have to be replaced, they shall be replaced with similarly approved plantings as soon as is reasonably possible..

4. Section 5.4.3 shall be amended to read as follows:

5.4.3 The power to operate, maintain, repair, improve, and replace the Common Areas and Facilities and the Boundary Line Wall and the associated plantings described herein, including the entering into of agreements for the use and maintenance of the Common Areas and Facilities and the Boundary Line Wall and the associated plantings described herein for the benefit of the Association.

5. Section 6.2 shall be amended by adding the following:

The Management Committee shall keep and maintain the Boundary Line Wall and the plantings described in Section 3.15 above in a well maintained, structurally sound and attractive condition. The Management Committee shall have no obligation to maintain the Poultons' Fence which fence shall be maintained by Poultons. The maintenance by the Management Committee may be satisfied by contracting with a professional landscape maintenance company.

6. Sections 12.1 and 12.2 shall be amended as follows:

Notwithstanding the provisions of Sections 12.1 and 12.2, this First Amendment may not be amended without the consent, vote, approval or agreement of the Poultons, or the successors or assigns of the Poulton Property.

7. Poultons Maintenance Obligation. Poultons, at their expense, agree to keep and maintain the Poultons' Fence in a well maintained, structurally sound and attractive condition.

8. Failure to Maintain. In the event the Declarant, the Management Committee or the Poultons, as applicable, shall fail to fulfill their maintenance obligations as set forth herein, the other party may give written notice of such breach to the other party. If the other party shall fail to cure their default or deficiency in performing such maintenance obligation within thirty (30) days after written notice, then the party sending such deficiency notice shall have the authority to perform such maintenance and shall be entitled to recover the reasonable cost of such maintenance from the party who failed to perform the required maintenance as set forth herein.

9. Binding Effect.

9.1 Binding Effect on Declarant and Creekside PUD. This First Amendment to the Declaration and all the provisions hereof shall constitute covenants running with the land or equitable

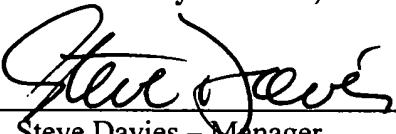
servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this First Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

9.2 Binding Effect on Poultons. This First Amendment to the Declaration and all the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Poultons, all parties who hereafter acquire any interest in the Poulton Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of the Poulton Property shall comply with, and the Poulton Property shall be subject to, the terms of this First Declaration. By acquiring any interest in the Poulton Property, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this First Declaration. However, by agreeing to be bound to the terms of this First Declaration, neither Poultons nor the Poulton Property is hereby submitted to the terms of the Declaration nor bound by any of the terms of the Declaration, except the provisions hereof which are, by their terms, applicable to the Poulton Property.

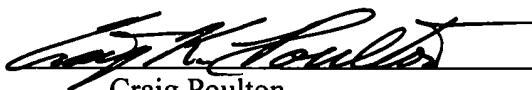
10. Attorneys Fees. The prevailing party in any enforcement action shall be entitled to recover from the other party the prevailing party's costs of such action including reasonable attorney's fees.

EXECUTED on the day and year first above written.

Creekside at Honeycut Road, L.L.C.

By: 
Steve Davies – Manager

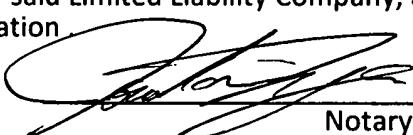
POULTONS


Craig Poulton

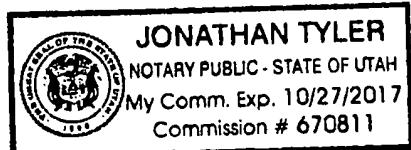
Diane Poulton

STATE OF UTAH)
COUNTY OF Salt Lake) ss:
)

The foregoing instrument was acknowledged before me this 11th day of April 20143, by Steve Davies, Manager of Creekside at Honeycut Road, L.L.C., a Utah limited liability company, the signers of the above instrument, who duly acknowledged to me that they have authority to execute the within and foregoing instrument in behalf of said Limited Liability Company, and that said Limited Liability Company executed the same. corporation

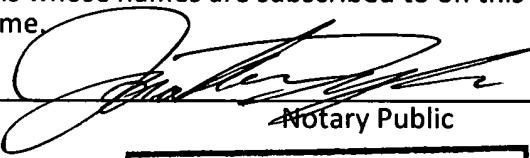

Notary Public

STATE OF UTAH)
) ss:
)



COUNTY OF Salt Lake)

On this 11th day of April, 2014, personally appeared Craig Poulton and Diane Poulton, personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.



Notary Public

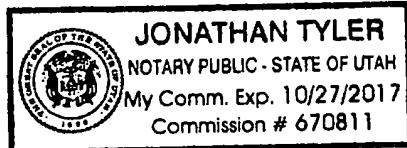
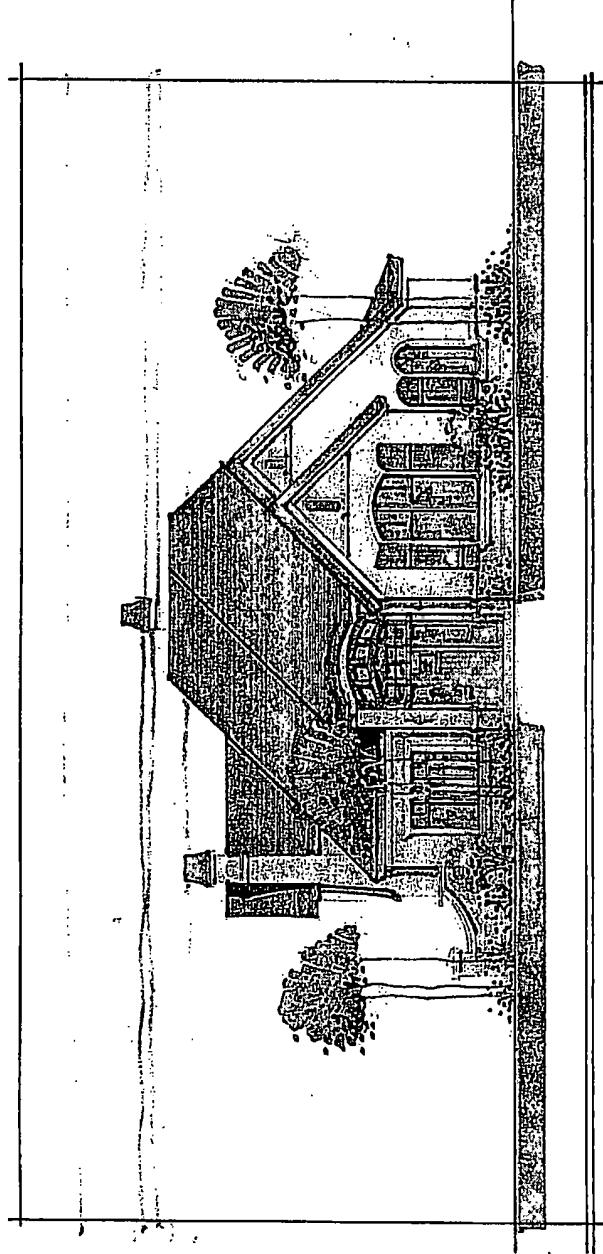


Exhibit A

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF HONEYCUT ROAD, SAID POINT ALSO BEING SOUTH $89^{\circ} 53' 40''$ EAST 1304.80 FEET ALONG THE SECTION LINE AND SOUTH $00^{\circ} 06' 20''$ WEST 583.10 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST. SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH $00^{\circ} 00' 42''$ WEST 101.27 FEET; 2) NORTH $85^{\circ} 50' 00''$ EAST 3.54 FEET; 3) SOUTH 195.91 FEET; THENCE WEST 341.86 FEET; THENCE NORTH 112.64 FEET TO THE NORTH LINE OF MILL CREEK; THENCE NORTH $39^{\circ} 36' 45''$ EAST ALONG SAID NORTH LINE EXTENDED A DISTANCE OF 118.52 FEET TO THE SOUTH LINE OF LOT 48. SAID MILLBROOK ADDITION; THENCE NORTH $80^{\circ} 31' 30''$ EAST ALONG SAID SOUTH LINE A DISTANCE OF 53.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 48; THENCE NORTH $01^{\circ} 07' 30''$ WEST 41.30 FEET; THENCE NORTH $78^{\circ} 30' 00''$ EAST 214.81 FEET TO THE POINT OF BEGINNING.

CONTAINS 81.517 SQUARE FEET; 1.871 Acres



KENFADIS®
ARCHITECT

HONEYCUT RESIDENCE

CD
S. 600

Exhibit C

