

WHEN RECORDED, RETURN TO:

Candlelight Homes, LLC
1099 W. South Jordan Parkway
South Jordan, Utah 84095
Attn: Bryan Flamm

11952301
11/26/2014 9:28:00 AM \$24.00
Book - 10277 Pg - 5581-5583
Gary W. Ott
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 3 P.

**CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RICHENS TOWNHOMES
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RICHENS TOWNHOMES A PLANNED RESIDENTIAL UNIT DEVELOPMENT ("First Amendment") is made and entered into as of the 20th day of November 2014, by Candlelight Homes, LLC, a Utah limited liability company ("Declarant").

Recitals

A. The Richens Townhomes, a Planned Residential Unit Development (the "Project") comprises the real property located in Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Declaration of Protective Covenants, Conditions and Restrictions for Richens Townhomes a Planned Residential Unit Development (the "Declaration") was recorded September 11, 2013, as Entry No. 11721809, at Book 10176, Pages 4164-4200, in the office of the Salt Lake County Recorder. Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.

C. This First Amendment has been adopted by the Declarant pursuant to authority reserved by Declarant pursuant to Section 10.3 of the Declaration.

Amendment

NOW, THEREFORE, the Declarant hereby declares, certifies, covenants and agrees as follows:

1. Common Expenses. The following is inserted at the end of Article I(g) ("Common Expenses"):

"Common Expenses specifically includes (without limitation) any utility service (such as water) which is not separately metered to each Unit."

2. Easement for Common Area Irrigation Timer. The following is inserted at the end of Section 9.8 of the Declaration:

"Furthermore, a perpetual easement is hereby established upon such portions of Unit 7 and Unit 8 (as such Units are identified on the Plat) as reasonably necessary for the

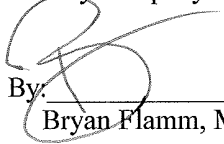
limited purpose of (i) allowing the Association to connect the irrigation timer used (from time to time) as part of the irrigation system providing water to the Common Area landscaping (the "Timer"), into a reasonably accessible power source located upon such Unit 7 and Unit 8, and thereafter (ii) using, maintaining, repairing and replacing the Timer at the Association's expense, with such maintenance, repair and replacement activities to occur at reasonable times and upon advance notice to the applicable Owner(s) where possible such Timer. Notwithstanding the foregoing, the cost of the electricity used by the Timer is expected to be minimal, and accordingly, shall be paid by the Owner of the Unit into which the Timer is connected without reimbursement by the Association. The Association anticipates that the Timer will remain connected into Unit 7, and that the Timer will not be connected into Unit 8 unless the power to Unit 7 is shut off or otherwise not available to the Association for any reason.

3. No Further Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the day and year first above written.

DECLARANT:

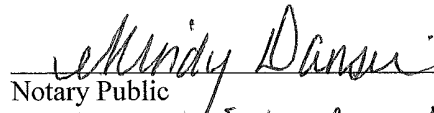
CANDLELIGHT HOMES, LLC, a Utah limited liability company.

By: 

Bryan Flamm, Manager

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

The foregoing instrument was acknowledged before me this 20th day of November, 2014 by Bryan Flamm, Manager of Candlelight Homes, LLC, a Utah limited liability company.



Notary Public
Residing at: S. L. County

My commission expires:

11-19-2016



EXHIBIT A

Legal Description

The Property is located in Draper City, Salt Lake County, State of Utah, and is more particularly described as follows:

Units 1 through 11, comprising Richens Townhomes, a Planned Residential Unit Development, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, together with all Common Area, Limited Common Area and Open Space identified on such plat.