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When Recorded Return To:  
Fieldstone RH, LLC  
12896 S. Pony Express Road, Suite 400  
Draper, Utah 84020

12211989  
1/26/2016 4:34:00 PM \$48.00  
Book - 10398 Pg - 4347-4352  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BARTLETT TITLE INS AGCY  
BY: eCASH, DEPUTY - EF 6 P.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE COTTAGES AT WESTERN SPRINGS**

This *First Amendment to Declaration of Covenants, Conditions, and Restrictions for the Cottages at Western Springs* (“**Amendment**”) is made this 20 day of January, 2016, by Fieldstone RH, LLC, a Delaware limited liability company (“**Declarant**”).

**RECITALS**

A. The Cottages at Western Springs Phase 1 and Phase 2 (“**Property**” or “**Project**”) is a planned unit development located in Riverton City, Salt Lake County, Utah, more particularly described in Exhibit A attached hereto.

B. The Declarant’s predecessor in interest previously executed and caused to be recorded a *Declaration of Covenants, Conditions, and Restrictions for the Cottages at Western Springs* (“**Declaration**”). The Declaration was recorded in the real property records of Salt Lake County, Utah, on October 21, 2015, as Entry No. 12155494.

C. Declarant is the assignee of all rights, privileges, and status of the “Declarant” as that term is used in the Declaration pursuant to an *Assignment of Declarant’s Status and Rights for Cottages at Western Springs* (“**Assignment**”). The Assignment was recorded in the real property records of Salt Lake County, Utah on October 22, 2015, as Entry No. 12156295.

D. Capitalized terms not defined herein have the meaning set forth in the Declaration, if a meaning is provided therein.

E. Section 12.2 of the Declaration provides that during the Period of Declarant’s Control, Declarant has the right to amend the Declaration without the consent of any other Owner.

F. The Period of Declarant’s Control has not expired and Declarant now wishes to amend the Declaration and the Covenants in certain respects, as more particularly set forth below.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows, with the changes identified in this Amendment to be effective and binding against the Property and to run with the land as of the date this Amendment is recorded in the real property records of Salt Lake County, Utah:

1. The following language and sections are added to Article 4 of the Declaration:

4.6 Reinvestment Fee Covenant. Beginning with the original conveyance of title to a Unit by Declarant to the initial Owner of a Unit, and continuing thereafter with respect to each subsequent conveyance of title to a Unit to a new Owner, a fee in the amount to be determined by the Board shall be paid by the buyer to the Association as a “**Reinvestment Fee**.” The initial amount of the Reinvestment Fee, which may be changed by the Board from time to time, shall be two hundred fifty dollars (\$250.00). To the fullest extent practicable, the Reinvestment Fee will be collected at the closing of the purchase / sale transaction by the title company, escrow company, or other person or entity facilitating the closing, and paid directly to the Association.

4.6.1 To the fullest extent allowed under Utah law, the Association shall have a lien against the Unit so transferred to secure the payment and collection of the Reinvestment Fee. The lien securing payment of the Reinvestment Fee shall be enforceable in the same manner and to the same extent as the lien securing payment of assessments as set forth in Article 4 of the Declaration.

4.6.2 To the fullest extent allowed under the Utah law, the obligation to pay the Reinvestment Fee shall be a personal continuing obligation of each Owner purchasing a Unit, regardless of the manner in which the Owner acquired title to the Unit.

4.6.3 The Association shall use the funds obtained by payment of the Reinvestment Fee to maintain, repair, and / or replace the Common Areas of the Project for the benefit of all Units in the Project.

4.6.4 The provisions of this Section 4.6 shall be interpreted in a manner that complies with the provisions pertaining to reinvestment fee covenants, as defined in Utah Code Ann. § 57-1-46, as the same may be amended from time to time.

4.6.5 The provisions of this Section 4.6 are intended to run with the land and be binding on the Units, the Owners, and all successors and assigns, and to inure to the benefit of the Association.

2. Except as modified by this Amendment, all provisions of the Declaration shall remain in full force and effect and the Declaration.

IN WITNESS WHEREOF, the Delcarant has executed this Declaration as of the date first set forth above.

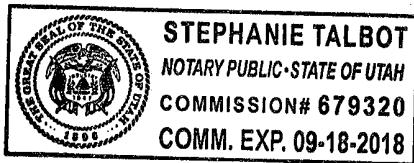
**DECLARANT**  
FIELDSTONE RH, LLC

By: [Signature]  
Printed Name: Kameron Spencer  
Title: Assistant Secretary

STATE OF UTAH    )  
                          ss.  
  
COUNTY OF        )

The foregoing instrument was acknowledged before me this 20 day of January 2016 by Kameron Spencer as the Assistant Secretary of Fieldstone RH, LLC.

[Signature]  
NOTARY PUBLIC



**EXHIBIT A**

**Property Description**



502 West 8360 South  
Sandy, UT 84070  
P (801) 352-0075 F (801) 352-7989

**LEGAL DESCRIPTION  
PREPARED FOR  
FIELDSTONE HOMES  
COTTAGES AT WESTERN SPRINGS  
RIVERTON, UTAH  
(January 20, 2016)**

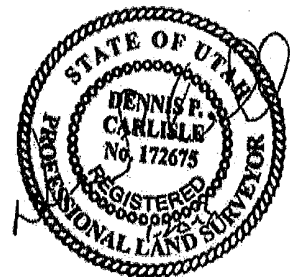
**COMPOSITE BOUNDARY DESCRIPTION  
OF PHASES 1 & 2**

A portion of the NE1/4 and the NW1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at the Center ¼ Corner of Section 31, T3S, R1W, S.L.B. & M.; thence N89°31'48"W along the ¼ Section line 129.38 feet; thence North 1,570.02 feet; thence S89°50'30"E along the extension of, and along a fence line 39.97 feet; thence South 122.36 feet; thence S37°27'00"E 593.03 feet; thence N89°59'11"E 176.32 feet; thence N37°27'00"W 746.81 feet; thence S89°50'30"E 279.23 feet; thence N89°18'00"E along a fence line 80.00 feet; thence N89°58'00"E along a fence line 391.00 feet to a fence corner on the westerly line of the Provo Reservoir Canal; thence along an existing fence line the following 7 (seven) courses and distances: S0°42'30"W 254.00 feet; thence S2°06'30"W 152.50 feet; thence S50°52'00"W 121.50 feet; thence S70°09'00"W 151.50 feet; thence S23°53'00"E 13.50 feet; thence along the arc of a 100.00 foot radius non-tangent curve (radius bears: S37°49'47"E) to the left 108.85 feet through a central angle of 62°22'01" (chord: S20°59'13"W 103.56 feet); thence S11°49'00"E 281.07 feet; thence S2°59'11"W 494.69 feet along the extension of, and along the easterly line of that Real Property described in Deed Book 10168 Page 8064 of the Official Records of Salt Lake County; thence S0°40'49"E along said deed 162.62 feet to the south line of the NE1/4 of said Section 31; thence N89°31'48"W along the ¼ Section line 500.24 feet to the point of beginning.

LESS AND EXCEPTING that Real Property described as Parcel 1 in Deed Book 10163 Page 324 of the Official Records of Salt Lake County.

Net acreage: 22.14+/- acres



Parcels:

27-31-200-052-0000	27-31-253-003-0000
27-31-200-053-0000	27-31-253-004-0000
27-31-200-031-0000	27-31-253-005-0000
27-31-200-007-0000	27-31-253-006-0000
27-31-200-042-0000	27-31-253-007-0000
	27-31-251-009-0000
	27-31-251-008-0000
	27-31-251-007-0000
27-31-179-006-0000	27-31-251-006-0000
27-31-251-011-0000	27-31-251-005-0000
27-31-253-001-0000	27-31-251-004-0000
27-31-253-002-0000	27-31-251-003-0000
27-31-254-002-0000	27-31-251-002-0000
27-31-254-001-0000	27-31-251-001-0000
27-31-252-001-0000	27-31-179-001-0000
27-31-251-010-0000	27-31-179-002-0000
27-31-252-002-0000	27-31-179-003-0000
	27-31-179-004-0000
	27-31-179-005-0000