

Upon Completion, please return to  
Cardon Square LLC  
308 East 4500 South, Suite 200  
Murray, Utah 84107

12317667  
7/11/2016 10:34:00 AM \$24.00  
Book - 10450 Pg - 9529-9536  
Gary W. Ott  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 8 P.

**CONFIRMATORY FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**THIS CONFIRMATORY FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** ("First Amendment"), is made this 7<sup>th</sup> day of July, 2016, by Bangerter/Redwood, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Bangerter/Redwood, LLC, a Utah limited liability company, as Declarant, made, executed and caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements dated March 3, 2014, as recorded in the Office of the Salt Lake County Recorder on March 4, 2014, as Entry No. 11813126, in Book 10215 at Pages 1176-1183 (the "Declaration").

B. Declarant desires to amend the Declaration for the purposes set forth below and in furtherance of clarifying certain provisions in the Declaration.

C. Pursuant to the Declaration, the Declaration may be amended solely by Declarant.

D. In addition to the foregoing, the Declaration allows an amendment to the Declaration by a majority of the fee simple owners of the Lots.

E. A majority of the owners of the Lots have approved this First Amendment, as evidenced by the signatures below.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions, Restrictions and Easements be amended as follows:

1. The following language is inserted at the end of the second (2<sup>nd</sup>) sentence under Section 1.a. after the word "discretion": "including, without limitation, residential uses and related purposes on Lots 4 and 5."
2. The second (2<sup>nd</sup>) sentence under Section 1.c., is hereby amended as follows: (i) the words "Lot 3 (along the west portion thereof) and Lot 5 (along the east portion thereof)" are hereby deleted, and (ii) the following is inserted at the end of the sentence, "(the "Access Easements")".

3. Section 1.c. is further amended by adding the following provisions at the end of Section 1.c.:

Declarant hereby establishes and creates for the benefit of Lots 4 and 5 and all owners of any portion of Lots 4 and 5 and their respective successors and assigns, a non-exclusive perpetual easement, license, right and privilege to construct, maintain, use, repair, remove and/or replace the Improvements (as such term is defined below) within the areas on Lots 1 and 4 depicted as "7.5 PUBLIC UTILITY EASEMENT" (the "PUE"). In addition, Declarant establishes and creates for the benefit of Lots 4 and 5 and all owners of any portion of Lots 4 and 5 and their respective successors and assigns a non-exclusive easement on, over, upon and through the PUE, and ingress/egress thereto, to make openings and excavations and to lay, construct, maintain and repair the Improvements; provided, however, the party taking any such action shall restore the affected areas after the exercise of any of its rights herein to substantially the same condition as before the exercise of its easement rights. The term "Improvements" as used herein shall mean and refer to the utilities and services including, without limitation, any water line to service Lots 4 and/or

Declarant also establishes and creates for the benefit of Lots 4 and 5 and all owners of any portion of Lots 4 and 5 and their respective successors and assigns, a non-exclusive perpetual easement, license, right and privilege for ingress and egress as well as for the purposes of performing any item of maintenance, repair and/or replacement which is the responsibility of the owner(s) of Lots 4 and/or 5 to perform under this Declaration over, upon and through the Property. .

4. The second (2<sup>nd</sup>) paragraph under Section 1.c. is hereby deleted in its entirety and replaced as follows:

There is also reserved to Lot 1, Lot 2 and Lot 3, an easement for storm water drainage to the storm water detention ponds located on Lot 1 and/or Lot 3 as shown on the Plat as "45' STORM WATER DETENTION POND EASEMENT" (or similar designation) and "STORM WATER DETENTION POND" (or similar designation), respectively (collectively, "SWDP #1/2"). The owners of Lots 1, 2 and 3 shall participate in the cost of maintaining SWDP #1/2 pursuant to Section 1.d. (ii) below. Furthermore, there is reserved to Lot 5, an easement for storm water drainage to the storm water detention pond constructed on Lot 4 ("SWDP #3"), and the owners of such Lots or any homeowners association established for such Lots shall be responsible for the costs of maintaining said SWDP #3 pursuant to Section 1.d.(iii) below.

5. Section 1.d., is hereby deleted in its entirety and replaced with the following:

**d. Common Area Maintenance and Reimbursement.** Other than as set forth herein and in Paragraphs c. above and e. below, Common Areas and all improvements on a Lot shall be insured and maintained continuously by the owner of the Lot underlying such Common Areas and improvements, excepting those improvements for which a public authority or utility company is expressly responsible. The management company hired by the homeowners association established on Lots 4 and 5 (or the owners of Lots 4 and 5, if there is no manager), shall cause the Access Easements, the pole sign serving the Property, SWDP #1/2 and SWDP #3 to be maintained (including snow and ice removal of the Access Easements), repaired and insured. Each Lot owner's proportionate share of the costs of maintenance (including snow and ice removal of the Access Easements), repair, insurance and reserves ("Costs") shall be determined by dividing the square footage of such owner's Lot by the total square footage of the Lots required to participate in the reimbursement of the Costs, multiplied by the total amount incurred by the management company for such Costs. The allocation of the Costs shall be as follows:

(i) Each Lot owner shall pay its proportionate share of the Costs of the Access Easements, the pole sign serving the Property and the fee to be paid to the management company (said fee shall be One Hundred Dollars (\$100.00) annually for providing the services to the Property), which proportionate share is as follows:

Lot 1	6.49%
Lot 2	20.06%
Lot 3	11.68%
Lots 4 and 5	61.78%.

(ii) The owners of Lots 1, 2 and 3 shall be liable for their proportionate share of the Costs for SWDP #1/2 as follows:

Lot 1	16.97%
Lot 2	52.48%
Lot 3	30.55%

(iii) The homeowners association established on Lot 4 and Lot 5 (or the owners of Lots 4 and 5, if there is no homeowners association) shall pay one hundred percent (100%) of the Costs for SWDP #3.

(iv) The management company shall have the responsibility to invoice all owners in accordance with each owner's proportionate share in order to pay all Costs on behalf of the Lot owners. Each Lot owner shall pay the amount set forth on any invoice immediately upon receipt of said invoice.

The Costs shall be a charge and continuing lien upon each Lot obligated to pay the same and further, the Lot owner shall be personally liable to the homeowners association for said Cost. In the event a Lot owner fails to pay its proportionate share of any Costs within ten (10) days of receipt of the invoice for the same, said amount shall be deemed delinquent and shall bear interest from the date of the invoice at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the total Costs due, whichever is greater. The homeowners association may bring an action at law against the owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the laws of Utah for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such Costs the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the Costs as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action.

6. Under Section 1.e., romanette (iv) of the third (3<sup>rd</sup>) sentence is hereby amended by replacing "Lot 3" with "Lots 1 and 3".
7. Any capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Declaration, as amended from time to time, unless otherwise provided herein.
8. In all other respects, the Declaration remains unchanged.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment as of the day and year first above written which shall be effective as of the date of recording in the Office of the Salt Lake County Recorder.

DECLARANT:  
Bangerter/Redwood, LLC,  
a Utah limited liability company

By: Howard Kent (SEAL)  
Name: Howard Kent  
Title: Manager

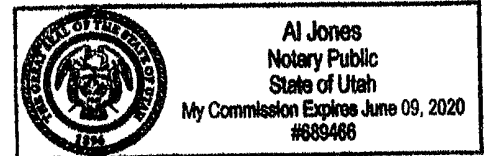
STATE OF UTAH, COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 7 day of July, 2016, before me, the subscriber, a Notary Public of the state of Utah, personally appeared Howard Kent, known to me or suitably proven, who acknowledged himself to be Manager of Bangerter/Redwood, LLC, the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

Al Jones  
Notary Public

My Commission Expires: 9 June 2020



**JOINDER AND CONSENT OF OWNER**

Cardon Square LLC, the Owner of Lot 4 & 5 a portion of the property described in the foregoing First Amendment hereby joins in and agrees that the terms, provisions, covenants, conditions and restrictions contained in foregoing First Amendment, shall run with and bind the title to any property described in the First Amendment in which Owner has any right, title and interest and the Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the First Amendment.

IN WITNESS WHEREOF, the Owner has executed and sealed this Joinder and Consent of Owner or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 7<sup>th</sup> day of July, 2016.

WITNESS/ATTEST:

OWNER:

\_\_\_\_\_

By: [Signature] (SEAL)

STATE OF Utah : COUNTY OF Salt Lake TO WIT:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of July, 2016, before me, a Notary Public of the state aforesaid, personally appeared Michael B. Kolesky who acknowledged himself to be the Chairman of Hawlett Homes the Manager of Cardon Square and that he executed this Joinder and Consent of Owner for the purposes contained therein, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle Engstrand  
Notary Public

My commission expires on 4/20/2020



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**JOINDER AND CONSENT OF OWNER**

W & R Enterprises LLC, the Owner of Lot 2, a portion of the property described in the foregoing First Amendment hereby joins in and agrees that the terms, provisions, covenants, conditions and restrictions contained in foregoing First Amendment, shall run with and bind the title to any property described in the First Amendment in which Owner has any right, title and interest and the Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the First Amendment.

IN WITNESS WHEREOF, the Owner has executed and sealed this Joinder and Consent of Owner or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 8<sup>th</sup> day of July, 2016.

WITNESS/ATTEST: \_\_\_\_\_

OWNER:

By: Wendell K. Burt (SEAL)

STATE OF Utah: COUNTY OF Salt Lake: TO WIT:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of July, 2016, before me, a Notary Public of the state aforesaid, personally appeared Wendell K. Burt, who acknowledged himself to be the Owner/Manager of W & R Enterprises LLC and that he executed this Joinder and Consent of Owner for the purposes contained therein, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Michelle Kaye Engstrand  
Notary Public

My commission expires on 4/20/2020



## LEGAL DESCRIPTION

A PORTION OF THE NW1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, RIVERTON, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BANGERTER HIGHWAY AND THE WESTERLY LINE OF REDWOOD (SR-68) ROAD LOCATED N0°13'36"E ALONG THE ¼ SECTION LINE 211.48 FEET AND WEST 58.11 FEET FROM THE CENTER ¼ CORNER OF SECTION 3, T4S, R1W, S.L.B. & M.; THENCE N86°02'15"W 543.74 FEET; THENCE ALONG THE ARC OF AN 8,671.17 FOOT RADIUS CURVE TO THE LEFT 139.01 FEET THROUGH A CENTRAL ANGLE OF 0°55'07" (CHORD: N86°29'48"W 139.01 FEET); THENCE S3°12'28"W 68.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF AN 8,605.18 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S2°48'06"W 59.73 FEET THROUGH A CENTRAL ANGLE OF 0°23'52" (CHORD: N87°23'50"W 59.73 FEET) THENCE N0°07'38"E 624.65 FEET; THENCE S89°48'36"E 493.32 FEET; THENCE N0°21'50"E 12.46 FEET; THENCE S89°38'10"E 310.47 FEET TO THE ¼ SECTION LINE; THENCE S0°13'36"W ALONG THE ¼ SECTION LINE 77.00 FEET; THENCE N89°38'37"W 58.10 FEET; THENCE S0°13'36"W 536.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10.16+/- ACRES

Parcel Numbers 33-03-178-001, 33-03-178-002, 33-03-178-003, 33-03-178-004, 33-03-178-005