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FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
& RESTRICTIONS FOR HARMONY TOWNHOMES
A Planned Unit Development

This FIRST SUPPLEMENT to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR HARMONY TOWNHOMES is made as of the date of execution, set forth below, by Harmony Town Homes, LLC a Utah Limited Liability Company ("Declarant").

RECITALS

Whereas, Declarant is the owner of the real property located in Utah County, Utah, and known as the Harmony Townhomes project (the "Project");

Whereas, Declarant previously caused to be recorded the Declaration of Protective Covenants, Conditions, & Restrictions for Harmony Townhomes in the Office of the County Recorder for Utah County on March 4, 2020 at Entry No. 28167:2020, (the "Declaration");

Whereas, Declarant also caused to be recorded the Harmony Townhomes Plat "A" in the Office of the County Recorder for Utah County on February 19, 2020 as Entry No. 20534:2020;

Whereas, under Article 18, section 18.3 of the Declaration, the Declarant may unilaterally add Expansion Property to the Project;

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit A attached hereto and incorporated herein by this reference (the "Plat B Property");

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Expansion Property at any time and in any order, without limitation.

Whereas, Declarant now intends that the Plat B Property shall be added to the Project and become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the unit Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR HARMONY TOWNHOMES.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Incorporation of Declaration. Declarant hereby incorporates the covenants conditions and restrictions set forth in the Declaration as if repeated and fully set forth herein. All of the defined terms in the Declaration shall have the same meaning when used herein.

2. Identification of Property. The Plat B Property is part of the Expansion Property as described in the Declaration and it is the intent of Declarant to subject it to all of the rights, obligations, covenants, conditions, and restrictions set forth in the Declaration as if it were originally subject to the Declaration at the time of its recording. All of the Lots within the Plat B Property shall be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the protective covenants, conditions, restrictions, and easements set forth in the Declaration, which are intended to, and shall in all


cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Project.

3. Reservation of Rights. Notwithstanding the foregoing, nothing herein shall prevent Declarant from doing any of the following, in addition to such rights as may be described elsewhere in the Declaration: (1) construction of any improvements, including homes, on property or Lots by Declarant in the Plat B Property as approved by appropriate governmental authorities; (2) use of any Lot owned by Declarant in the Plat B Property as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable laws, statutes, ordinances or regulations and are placed on any Lot or property owned by Declarant in the Plat B Property; (4) assignment of Declarant's rights under this supplemental declaration, in whole or in part, to one or more persons intending to construct homes within the Project on property or Lots owned by Declarant in the Plat B Property; (5) access over any Lot in the Plat B Property for the installation of Improvements; and (6) erection of permanent or temporary signs on property or Lots in the Plat B Property for use during the selling and marketing of the project.

Executed this 28 day of January, 2021

HARMONY TOWN HOMES, LLC
A UTAH LIMITED LIABILITY COMPANY

By: DMD 2019, LLC
a Utah Limited Liability Company
Its Member

BY: 
Name: Dave Scoville
Title: Managing Member of DMD 2019, LLC

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the 28 day of January, 2021, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of DMD 2019, LLC, a Utah limited liability company.


Notary Public

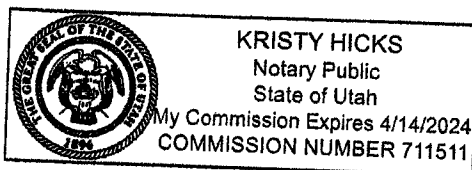


EXHIBIT A
LEGAL DESCRIPTION OF THE PLAT B PROPERTY

BEGINNING AT A POINT WHICH LIES N00°18'43"W 1843.18 FEET ALONG QUARTER SECTION LINE AND EAST 471.64 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG HARMONY TOWNHOMES PLAT "A" THE FOLLOWING TWELVE (12)

COURSES TO WIT: (1) N76°06'48"E 112.00 FEET, (2) S13°53'12"E 31.95 FEET, (3) N76°07'05"E 80.57 FEET, (4) N05°32'27"W 51.95 FEET, (5) N85°21'22"E 160.21 FEET, (6) N85°11'22"E 12.37 FEET, (7) N87°21'36"E 156.00 FEET, (8) N86°25'01"E 14.73 FEET, (9) N89°48'00"E 156.49 FEET, (10) NORTH 115.73 FEET; (11) EAST 118.85 FEET, (12) NORTHEASTERLY 44.00 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 90°02'00", THE CHORD BEARS N44°59'00"E 39.61 FEET; THENCE N00°02'00"W 49.68 FEET; THENCE N65°04'00"W 252.62 FEET; THENCE S24°47'01"W 114.28 FEET; THENCE WEST 51.00 FEET; THENCE SOUTH 39.07 FEET; THENCE WEST 35.16 FEET; THENCE N65°04'00"W 331.81 FEET; THENCE S75°24'21"W 40.00 FEET; THENCE SOUTH 118.64 FEET; THENCE S86°18'37"W 44.71 FEET; THENCE S68°13'24"W 16.85 FEET; THENCE S13°53'12"E 31.28 FEET; THENCE S76°06'48"W 130.00 FEET; THENCE S13°53'12"E 192.76 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.32 ACRES.