

WHEN RECORDED, MAIL TO:

Harmony Town Homes, LLC
c/o Snell & Wilmer L.L.P.
Attn: AJ Pepper
15 W. South Temple, Suite 1200
Salt Lake City, UT 84101
R.O.

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
HARMONY TOWNHOMES
AN EXPANDABLE PLANNED UNIT DEVELOPMENT**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR HARMONY TOWNHOMES AN EXPANDABLE PLANNED UNIT DEVELOPMENT (this "Amendment") is made as of ~~September 20, 2020~~, ^{November} 20, 2020, by Harmony Town Homes, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner of the real property described on Exhibit A attached hereto known as Harmony Townhomes located in Utah County, Utah (the "Property").

B. The Declaration of Protective Covenants, Conditions, & Restrictions for Harmony Townhomes was recorded in the Official Records of Utah County, Utah on March 4, 2020, as Entry No. 28167:2020 (the "Declaration"). The First Plat of Harmony Townhomes was recorded in the Official Records of Utah County, Utah on February 19, 2020, as Entry No. 20534:2020. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Declaration.

C. Pursuant to Section 19.1 of the Declaration, Declarant desires to amend the Declaration as provided in this Amendment and subject the Project to the provisions of this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amendment to Section 9.1(d) of the Declaration. Section 9.1(d) of the Declaration is hereby deleted in its entirety and replaced with the following:

d. maintain in a clean, safe, attractive and working condition all landscaping and landscaping irrigation systems whether or not on an Owner's Lot, and no Owner shall be responsible for the maintenance of landscaping or landscaping irrigation systems on such Owner's Lot;

2. Amendment to Section 9.1(e) of the Declaration. Section 9.1(e) of the Declaration is hereby deleted in its entirety and replaced with the following:

e. maintain, repair and replace all fencing within the Project, and no Owner shall construct or permit any backyard or patio area fencing opposite of the backside of a Residence, it being the intent that Lots shall only have fencing along the sides of the backyard or patio area, with such backyard or patio area remaining open to the Common Areas of the Project;

3. Amendment to Sections 9.2(b) and 9.2(d) of the Declaration. Sections 9.2(b) and 9.2(d) of the Declaration are hereby deleted in their entirety and replaced with the following:

b. Reserved.

d. Reserved.

4. All other terms and conditions in the Declaration which are not specifically amended or altered herein are hereby ratified and approved, and shall continue in full force and effect.

5. In the event of any inconsistency between the terms and provisions of this Amendment and the Declaration, this Amendment shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day and year first above written.

DECLARANT:

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

STATE OF UTAH)
: ss.
COUNTY OF Utah)

2020 The foregoing instrument was acknowledged before me this 20 day of NOVEMBER,
2018 by DAVE SCOVILLE, the Managing Member of DMD 2019, LLC, a Utah limited liability company, Member of HARMONY TOWN HOMES, LLC, a Utah limited liability company.



NOTARY PUBLIC

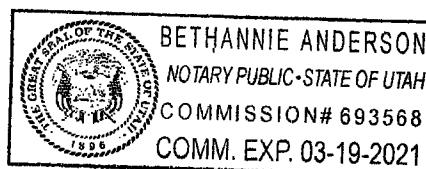


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Utah County, Utah and more particularly described as follows:

HARMONY TOWNHOMES BOUNDARY DESCRIPTION:

BEGINNING AT A POINT WHICH LIES N00°18'43"E 1636.83 FEET AND EAST 522.59 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N09°27'35"W 15.00 FEET; THENCE N13°53'12"W 988.65 FEET; THENCE S63°54'35"E 383.08 FEET; THENCE S65°04'00"E 751.34 FEET; THENCE S00°02'00"E 414.89 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 40.86 FEET, (THE CHORD BEARS S44°59'00"W 36.78 FEET); THENCE WEST 174.58 FEET; THENCE ALONG THE ARC OF A 3561.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 587.94 FEET, (THE CHORD BEARS S85°16'12"W 587.27 FEET) TO THE POINT OF BEGINNING.
CONTAINING 13.81 ACRES.