

WHEN RECORDED RETURN TO:

Wildflower Developer, LLC
14034 S. 145 E. Suite 204
Draper, UT 84020

UW-11503

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNFLOWER TOWNHOMES**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunflower Townhomes (the "First Amendment") is executed and adopted by Wildflower Developer, LLC (the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Sunflower Townhomes was recorded in the office of the Utah County Recorder on March 25, 2020 as Entry No. 38015:2020 (hereinafter the "Declaration").

B. This First Amendment affects the real property located in Utah County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to clarify that the Declaration and the assessment and lien rights created therein are subordinate to the Declaration of Covenants, Conditions and Restrictions for Wildflower Improvement Association recorded on the same date as this First Amendment.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article XV, Section 15.1 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by the Declarant pursuant to its unilateral amendment power.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

(1) **Amendment No. 1.** Article I, Section 1.35 shall be added to the Declaration as follows:

1.35 **"Improvement Association"** shall mean an independent homeowners association comprised of Lots or unimproved parcels of land within the Project created for the

purpose of funding infrastructure and improvements any portion of the property. Improvement Association assessment rights and rights of enforcement shall be superior to that of the Declaration and Association. If there is a conflict between the declaration or other governing documents of an Improvement Association and this Declaration, then the provisions of the Improvement Association's governing documents shall prevail.

(2) **Amendment No. 2.** The following sentence shall be added to the end of Article V, Section 5.2:

“Notwithstanding anything in this Declaration to the contrary, the assessment rights created herein shall be subordinate to any assessment rights arising under an Improvement Association declaration, including, but not limited to, the Declaration of Covenants, Conditions and Restrictions of Wildflower Improvement Association recorded in the office of the Utah County Recorder on December 11, 2020.”

(3) **Amendment No. 3.** The following sentence shall be added to the end of Article V, Section 5.12:

“Notwithstanding anything in this Declaration to the contrary, the lien created herein shall be subordinate to any lien arising under an Improvement Association declaration, including, but not limited to, the Declaration of Covenants, Conditions and Restrictions of Wildflower Improvement Association recorded in the office of the Utah County Recorder on December 11, 2020.”

(4) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(5) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

* * * *

IN WITNESS WHEREOF, the Declarant has executed this First Amendment this 11th day of December, 2020.

DECLARANT
WILDFLOWER DEVELOPER, LLC
a Utah limited liability company

By: _____

Name: Nathan Shipp

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the 11th day of December, 2020, personally appeared before me Nathan Shipp, Manager who by me being duly sworn, did say that she/he is an authorized representative of Wildflower Developer, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: [Signature]

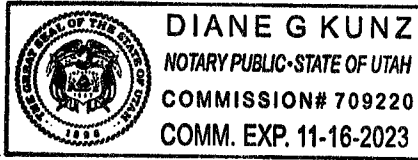


EXHIBIT A
[Legal Description]

All of **WILDFLOWER VILLAGE 3A PLAT B-1a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68840:2020.

Including Lots 123 through 137

Parcel Numbers: 55:908:0123 through 55:908:0138

All of **WILDFLOWER VILLAGE 3A PLAT B-3a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68841.

Including Lots 322 through 347

Parcel Numbers: 55:909:0322 through 55:909:0352

All of **WILDFLOWER VILLAGE 3A PLAT B-2**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 190236:2020.

Including Lots 265 through 278

More particularly described as:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 1679.48 FEET AND WEST 1319.90 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTHWESTERLY ALONG THE ARC OF A 5312.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S87°41'07"E) 84.06 FEET THROUGH A CENTRAL ANGLE OF 0°54'24" (CHORD: S1°51'41"W 84.06 FEET); THENCE S89°37'56"W 431.30 FEET; THENCE N84°56'56"W 52.55 FEET; THENCE N9°37'56"E 70.19 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 16.76 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" (CHORD: N49°37'56"E 15.43 FEET); THENCE N89°37'56"E 462.87 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.92 ACRES

All of **WILDFLOWER VILLAGE 3A PLAT B-7**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 190237:2020.

Including Lots 101 through 122

More particularly described as:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 1696.42 FEET AND WEST 1851.94 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S9°37'56"W 73.24 FEET; THENCE ALONG THE ARC OF A 528.00 FOOT RADIUS CURVE TO THE LEFT 42.22 FEET THROUGH A CENTRAL ANGLE OF 4°34'53" (CHORD: S7°20'30"W 42.21 FEET); THENCE S5°03'04"W 541.83 FEET; THENCE N84°56'56"W 88.79 FEET; THENCE N5°03'04"E 657.01 FEET; THENCE S84°56'56"E 96.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±1.35 ACRES
58,696 SQ. FT.

All of **WILDFLOWER VILLAGE 3A PLAT B-8**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 190238:2020.

Including Lots 301 through 321

More particularly described as:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 1765.71 FEET AND WEST 1667.13 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S5°03'04"W 71.93 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 33.31 FEET THROUGH A CENTRAL ANGLE OF 95°25'37" (CHORD: S42°39'15"E 29.59 FEET); THENCE S0°22'04"E 40.00 FEET; THENCE S89°37'56"W 7.59 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 29.52 FEET THROUGH A CENTRAL ANGLE OF 84°34'31" (CHORD: S47°20'45"W 26.91 FEET); THENCE S5°03'04"W 89.93 FEET; THENCE S84°56'56"E 21.50 FEET; THENCE S5°03'04"W 55.00 FEET; THENCE N84°56'56"W 16.50 FEET; THENCE S5°03'04"W 222.66 FEET; THENCE N86°34'54"W 10.00 FEET; THENCE N84°56'56"W 136.50 FEET; THENCE N5°03'04"E 457.76 FEET; THENCE ALONG THE ARC OF A 472.00 FOOT RADIUS CURVE TO THE RIGHT 37.74 FEET THROUGH A CENTRAL ANGLE OF 4°34'53" (CHORD: N7°20'30"E 37.73 FEET); THENCE N9°37'56"E 16.59 FEET; THENCE S84°56'56"E 52.55 FEET; THENCE N89°37'56"E 86.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±1.75 ACRES
76,171 SQ. FT.