



AMENDMENT TO

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
TUSCANY AT CLIFF ROSE,
An Expandable Utah Planned Unit Development Project
(The "Declaration")**

DIANE CARROLL, acting as President of the Tuscany at Cliff Rose Homeowners Association, Inc. (hereinafter "Association"), pursuant to Article III, paragraph 30 of the Declaration, for and in behalf of the affirmative voting Owners of the Association, hereby files the following Amendment to the Declaration:

R E C I T A L S:

1. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tuscany at Cliff Rose was filed of record in the Office of the Washington County Recorder, State of Utah, as Document No. 20070014900 on March 26, 2007.
2. Pursuant to the terms of said Declaration, the original Declarant, Trophy Homes, L.C., and Developer, Tuscany at Cliff Rose, L.C., had five (5) years from the first conveyance of a Lot, to exercise certain developer rights, including the right to add additional phases to the originally-planned project. Said Developer rights have now expired.
3. The property that is the subject matter of potential expansion, which property is described as "Additional Land" on Exhibit B to the Declaration, has been sold to a new entity Tri-Equity Builders, LLC (hereinafter referred to as "Substitute Declarant"). Substitute Declarant desires to continue in the development of the project, which Substitute Declarant and the Association agree will be in the best interest of all parties.
4. Because the Declarant's rights are now extinguished, it is necessary that the addition of any property to the Project by Amendment of the Declaration allow for extended rights on

behalf of the Substitute Declarant be granted by 67% (or more) vote of the owners of record of the Project. This property that this Amendment shall apply to is set forth at Exhibit A (the "Existing Platted Property") and the Additional Land (Exhibit B)

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Declaration is amended as follows:

1. The following sections of the Declaration are acknowledged to be expired or no longer applicable, and are therefore hereby eliminated from the Declaration to avoid confusion:

a) Section I, "Definitions," paragraphs 5; 11; first paragraph 18; 19; 41; Section III "Covenants, Conditions, and Restrictions," subparagraph 4b, including subparagraphs 4(b)(1); (discreet subparagraph 4(b)(2) shall remain); all of subparagraph 4(b)(3), including its subparagraphs; paragraph 16(h); paragraph 21(f); paragraph 32(d); 34; 39; 46, including subparagraphs (a) and (b) (paragraphs 46(c) and (d) shall be renamed as 46(a) and 46(b); 46(e); 46(f);

2. Amended Rights of Substitute Declarant. The Substitute Declarant shall be the owner of the Additional Land as defined and described at Exhibit B of the Declaration, which shall therefore include all land described therein, not previously added to the project. The Substitute Declarant shall have, for itself, its successors and assigns, the obligation to add phases to the project by Supplemental Declaration for phases as may be approved by the City of Santa Clara located in the Additional Land, to be subdivided and added to the project. Said phases to be added shall constitute townhomes in groups with common walls utilizing the same or similar architectural styling as the first 26 units that are currently in the project. Common Areas shall be improved with landscaping, irrigation or common structures in all phases added, as building of townhomes occurs. Such areas shall be maintained by the Substitute Declarant until completion

of adjacent units and dues are paid by Owners (or Substitute Declarant). Phases shall be built in accordance with the Design Guidelines. The right to add Phase(s) by Supplemental Declaration shall be for a period of seven (7) years from the date of this Amendment, provided that the Management Committee may, by majority vote, extend the period of the Substitute Declarant's right beyond 7 years from the date of this Agreement by appropriate resolution, which the Board has authorized to record extending such rights for a reasonable time, it being the goal of all parties to have the project, which had been planned for the property described at Exhibit B to the Declaration be developed with approximately 160 total units of townhomes, provided that the Substitute Declarant or its assigns shall build according to the standards referred to above. The Substitute Declarant shall have the right to add such phases by Supplemental Declaration without further vote of the owners of Tuscany at Cliff Rose, or further approval by the Management Committee of the Association. The provisions of this Agreement wherein Substitute Declarant's rights are granted may not be amended without the consent of Substitute Declarant.

3. Upon recordation of any Plat, the owner of such lots shall be deemed to be Class A Members who shall then be responsible for the common assessments of the project, based on a formula of 1/_____ (the number of lots then platted in the Association). Assessments shall commence as provided in paragraph 22(a) of the Declaration.

4. Substitute Declarant or Developer Sales Program. Substitute Declarant, or any Developer to which the Declarant sells property to for the purpose of building and selling an original townhome addition to the public, shall have the following rights in furtherance of any sales, promotions, or other activities designed to accomplish or facilitate the sale of all lots owned by Developer or Developers, developed by the Substitute Declarant or Developers or their assigns:

a) *Sales Office and Model Lots.* Substitute Declarant (or its assigns) shall have the right to maintain one (1) or more sales offices and one (1) or more model lots at any one time. Such office and/or models may be one (1) or more of the lots owned by Developer, one (1) or more separate structures or facilities placed on the property for the purpose of aiding the selling effort, or any combination of the foregoing:

b) *Promotional.* Developer shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property in accordance with city ordinances.

c) *Common Area Use.* Developer shall have the right to use the Common Areas of the Project, including but not limited to the right to use the Clubhouse (if any) as a sales office and in any other way necessary to facilitate sales.

d) *Relocation and Removal.* Developer shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Substitute Declarant shall have the right and obligation to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Developer's sales effort when the related units are sold or rented to Owners.

5. The provisions of paragraph 40, which require that a working capital fund be established by the Developer equal to or greater than two (2) months assessments for each lot shall be enforced in connection with the sale of each lot to its first owner who is not the Substitute Declarant, or Developer assignee of Substitute Declarant.

6. All prior phases of Tuscany at Cliff Rose (constituting 26 Lots and associated Common Area) are hereby approved.

7. This Amendment was approved under the provisions of Article III, paragraphs 30 and 32 of the Declaration wherein the consent or vote of the owners was at least 67% (at least 18 owners of record) of the total of 26 platted lots were obtained, within the 60-day limit. Also, pursuant to Article III, paragraph 30(c), notice of the approval has been given to all Lot Owners of the approval of this Amendment. Accordingly, the Association, by and through its President, is authorized to record this Amendment, which shall be deemed immediately effective as an Amendment of the Declaration, including granting the denominated development rights to the Substitute Declarant or Substitute Declarant's assigns.

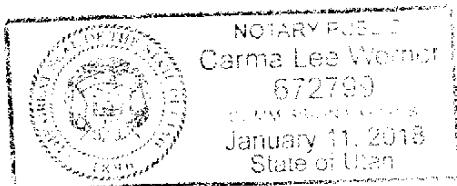
DATED this 28th day of August, 2015.

TUSCANY AT CLIFF ROSE
HOMEOWNERS ASSOCIATION, INC.

By: Diane E. Carroll
Diane E. Carroll
President

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the 28th day of August, A.D. 2015, personally appeared before me Diane E. Carroll, President of Tuscanay at Cliff Rose Homeowners Association, Inc., a Utah corporation, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Carma L. Werner
Notary Public

EXHIBIT A

**LEGAL DESCRIPTION OF EXISTING PHASES
TUSCANY AT CLIFFROSE**

All of Tuscany at Cliffrose as currently filed, three phases, the legal descriptions of which are as follows:

Tuscany at Cliffrose, Phase 1

Beginning at a point on the Center Section line, said point being South 00°47'11" W. 802.12 feet along said Center Section line from the North quarter corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running thence South 89°12'49" E. 33.00 feet perpendicular to the Center Section line; thence Southeasterly 33.02 feet along an arc of a 20.00 foot radius curve to the left (center bears South 89°12'49" East long chord bears South 46°30'17" East 29.39 feet with a central angle of 94°34'56"); thence Northeasterly 903.85 feet along an arc of a 606.00 foot radius curve to the left (center bears North 03°47'45" West long chord bears North 43°28'33" East 822.37 feet with a central angle of 85°27'25") to a point on a line that is parallel to and 50.00 feet West of the Easterly block line of Block 5, Lot 30 of the St. George and Santa Clara Bench Irrigation Company Survey as on file at the Washington County Recorder's Office; thence North 00°44'49" East 181.30 feet along said parallel line; thence Northwesterly 39.84 feet along an arc of a 25.00 foot radius curve to the left (center bears North 89°15'11" West long chord bears North 44°54'09" West 35.75 feet with a central angle of 91°17'55"); thence North 00°33'06" West 25.00 feet to the Northerly Section line of said Section 8; thence North 89°26'54" East 76.15 feet along said North line; thence South 00°44'49" West 493.97 feet to and along the Easterly block line; thence Southwesterly 796.61 feet along an arc of a 706.00 foot radius curve to the right (center bears North 67°33'36: West long chord bears South 54°45'22" West 755.02 feet with a central angle of 64°38'57"); thence Southwesterly 30.13 feet along an arc of a 20.00 foot radius curve to the left (center bears South 02°54'39" East long chord bears South 43°56'16" West 27.36 feet with a central angle of 86°18'10") to a point on a line that is parallel to and 33.00 feet East of the Center Section line of said Section 8; thence South 00°47'11" West 330.43 feet along said parallel line; thence Southeasterly 39.70 feet along an arc of a 25.00 foot radius curve to the left (center bears South 89°12'47" East long chord bears South 44°42'15" East 35.66 feet with a central angle of 90°58'57") to a point on a line that is parallel to and 25.00 feet North of the Southerly line of said Lot 5; thence North 89°48'14" East 150.85 feet along said parallel line; thence Northeasterly 31.09 feet along an arc of a 20.00 foot radius curve to the left (center bears North 00°11'46" West long chord bears North 45°16'32" East 28.05 feet with a central angle of 89°03'24"); thence North 00°44'49" East 102.84 feet; thence North 89°48'14" East 15.72 feet; thence North 00°11'46" West 88.00 feet; thence North 89°48'14" East 310.77 feet; thence South 89°15'11" East 35.00 feet; thence South 00°44'49" West 189.62 feet; thence Southeasterly 31.75 feet along an arc of a 20.00 foot radius curve to the left (center bears South 89°15'11" East long chord bears South 44°43'29" East 28.52 feet with a central angle of 90°56'36") to a point on a line that is parallel to and 25.00 feet North of the South line of said Lot 5; thence North

89°48'14" East 53.68 feet along said parallel line to the Easterly line of said Lot 5; thence South 00°44'49" West 25.00 feet along said East line to the corner of Lots 3, 4, 7, and 8, Block 30 of the St. George and Santa Clara Bench Irrigation Company Survey as on file at the Washington County Recorder's Office; thence North 89°48'14" East 25.00 feet along the Northerly line of said Lot 8 to a point on a line that is parallel to and 25.00 feet Easterly of the East line of Lots 2 and 3, Block 30 of said St. George and Santa Clara Bench Irrigation Company Survey; thence South 00°44'49" West 664.02 feet along said parallel line to the Northerly line of Heights West Plat "F" Subdivision; thence South 89°58'41" West 25.00 feet along said North line to the Northwest corner of said Heights West Plat "F" Subdivision; thence South 00°44'49 West 639.31 feet along said West line to the Southerly line of said Lot 2; thence North 89°50'30" West 49.59 feet along said South line; thence North 00°09'30" East 15.25 feet perpendicular to the Center Section line to a point parallel to and 40.00 feet North of said Center Section line; thence Northeasterly 39.01 feet along an arc of a 25.00 foot radius curve to the left (center bears North 00°09'30" East long chord bears North 45°27'09" East 35.17 feet with a central angle of 89°24'41") to a point on a line that is parallel to and 25.00 feet West of the Easterly lines of said Lots 2 and 3 Block 30; thence North 00°44'49" East 1212.69 feet along said parallel line; thence Northwesterly 39.68 feet along an arc of a 25.00 foot radius curve to the left (center bears North 89°15'11" West long chord bears North 44°43'29" West 35.65 feet with a central angle of 90°56'36") to a point on a line that is parallel to and 25.00 feet South of the Northerly line of said Lot 3, Block 30; thence South 89°48'14" West 555.05 feet along said parallel line; thence Southwesterly 38.84 feet along an arc of a 25.00 foot radius curve to the left (center bears South 00°11'46" East long chord bears South 45°17'42" West 35.05 feet with a central angle of 89°01'03"); thence North 89°12'49" West 8.25 feet perpendicular to the Westerly line of said Lot 3, Block 30; thence North 00°47'11" East 49.44 feet along the Westerly line of said Lot 3 and Block 30 of the St. George and Santa Clara Bench Irrigation Company Survey; thence South 89°48'14" West 24.75 feet to the Center Section line of said Section 8; thence North 00°47'11" East 521.79 feet along said Center Section line to the Point of Beginning.

Containing 277,452 square feet or 6.37 acres

LESS & EXCEPTING the following described Parcel:

Beginning at a point being South 00°47'11" West 1323.91 feet along the Center Section line and North 89°48'14" East 299.72 feet along the southerly line of Lot 4, Block 30 of the St. George and Santa Clara Bench Irrigation Company Survey as on file at the Washington County Recorder's Office; and North 00°11'46" West 25.00 feet from the North quarter corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running thence Northwesterly 31.75 feet along an arc of a 20.00 foot radius curve to the right (center bears North 00°11'46" West long chord bears North 44°43'28" West 28.52 feet with a central angle of 90°56'36"); thence North 00°44'49" East 47.51 feet; thence Northeasterly 31.09 feet along an arc of a 20.00 foot radius curve to the right (center bears South 89°15'11" East long chord bears North 45°16'31" East 28.05 feet with a central angle of 89°03'24"); thence North 89°48'14" East 235.03 feet; thence Southeasterly 31.75 feet along an arc of a 20.00 foot radius curve to the right (center bears South 00°11'46" East long chord bears South 44°43'28" East 28.52 feet with a central angle of 90°56'36"); thence South 00°44'49" West 47.51 feet; thence Southwesterly 31.09 feet along an arc of a 20.00 foot radius curve to the right (center bears North 89°15'11"

West long chord bears South 45°16'31" West 28.05 feet with a central angle of 89°03'24"); thence South 89°48'14" West 235.03 feet to the Point of Beginning.
Containing 23,723 square feet or 0.545 acres

Tuscany at Cliffrose, Phase 3

Beginning at a point being South 00°47'11" West 1,032.43 feet along the Center Section line and East 568.79 feet from the North quarter corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South 89°15'11" East 94.00 feet to a Point on the Easterly line of Block 4 Lot 30 of St. George and Santa Clara Bench Irrigation Company Survey as on file at the Washington County Recorder's Office; thence South 00°44'49" West 262.98 feet along said East line a point on the Northerly line of Tuscany at Cliffrose Phase 1 Subdivision and running Northwesterly the following (5) courses along said line; thence South 89°48'14" West 53.68 feet; thence Northwesterly 31.75 feet along an arc of a 20.00 foot radius curve to the right (center bears North 00°11'46" West, long chord bears 28.52 feet with a central angle of 90°56'36"); thence North 00°44'49" East 189.62 feet; thence North 89°15'11" West 20.00 feet; thence North 00°44'49" East 54.25 feet to the Point of beginning.

Containing 20,502 square feet or 0.471 acres

Tuscany at Cliffrose, Phase 5

Beginning at a point being South 00°47'11" West 856.66 feet along the section line and East 519.76 feet from the North quarter corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence Northeasterly 177.62 feet along a non-tangent arc having an 814.00 foot radius curve to the left (center bears North 38°19'41" West) through a central angle of 12°30'09"; thence South 89°15'11" East 18.28 feet to a point on the Easterly line of Block 4 Lot 30 of the St. George and Santa Clara Bench Irrigation Company Survey as on file at the Washington County Recorder's Office; thence South 00°44'49" West 301.19 feet along said East block line to the Northerly line of said Tuscany at Cliffrose, Phase 3; thence North 89°15'11" West 94.00 feet along said North line to the Westerly line of said Phase 3; thence South 00°44'49" West 54.25 feet along said Westerly line to the Northerly line of Tuscany at Cliffrose, Phase 1; thence North 89°15'11" West 15.00 feet along said Northerly line; thence North 00°44'49" East 206.09 feet; thence Northwesterly 33.79 feet along an arc of a 15.00 foot radius curve to the left (center bears North 89°15'11" West, long chord bears North 63°47'26" West 27.09 feet with a central angle of 129°04'30"); thence North 38°19'41" West 15.00 feet to the Point of Beginning.

Containing 29,807 square feet or 0.684 acres.

**EXHIBIT B
EXPANDABLE PROPERTY**

All of that described property set forth at Exhibit B in the Declaration of Covenants, Conditions & Restrictions, and Reservation of Easements for Tuscany at Cliffrose, an expandable Utah planned unit development project, recorded as Document No. 200770014900, recorded March 26, 2007, Less and Excepting any lands that have already been platted as Phases 1, 3 and 5 of Tuscany at Cliffrose, the legal descriptions of which are set forth at Exhibit A hereto.