

RETURNED

WHEN RECORDED, RETURN TO:  
Farmington Brownstones, LLC  
801 North 500 West, Suite 103  
Bountiful, UT 84010  
(801) 617-2100

DEC 11 2019

E 3210368 B 7406 P 1059-1062  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/11/2019 12:32 PM  
FEE \$54.00 Pgs: 4  
DEP RT REC'D FOR FARMINGTON BROWNS  
TONES LLC

07-337-000/THRU 0017

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FARMINGTON BROWNSTONES P.U.D.

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Brownstones P.U.D. is executed this 11<sup>th</sup> day of December 2019, by Farmington Brownstones, LLC, a Utah limited liability company, as "Developer," with regard to the real property located in the City of Farmington, County of Davis, State of Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, Developer executed the Declaration of Covenants, Conditions and Restrictions for Farmington Brownstones which was executed by Developer on February 2, 2019, and recorded in the records of Davis County, Utah, as Entry 3145617, in Book 7209, at Pages 342-365 on February 28, 2019 (the "Farmington Brownstones CCRs"):

WHEREAS pursuant to Section 33 of the Farmington Brownstones CCRs, Developer now wishes to amend certain provision of the Farmington Brownstones CCRs in the manner set forth herein:

NOW, THEREFORE, by virtue of the provisions of Section 33 of the Farmington Brownstones CCRs, the undersigned Developer does hereby amend the Farmington Brownstones CCRs as follows:

A. SECTION 17 – OWNER-OCCUPIED. Section 17 of the Farmington Brownstones CCRs shall be deleted in its entirety and replaced with the following:

In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Dwelling Unit occupied by one of the following: (a) the vested owner (as shown on the records of the Davis County Recorder); (b) the vested owner and/or his spouse, children or siblings; or (c) the shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents. After such initial one-year period, rental or leasing of Dwelling Units shall comply with the provisions set forth in the HOA Bylaws, and subject to the exceptions noted therein.

Anything to the contrary notwithstanding, the Developer, or any entity or individual which owns at least 25% of Developer who purchases a Lot (jointly and severally hereinafter, "the Developer Lot Purchaser,") shall not be obligated to abide by the provisions of this Section

17, and shall be permitted to enter into a lease agreement, for a minimum initial period of one (1) year upon the closing of the purchased property by Developer Lot Purchaser.

**B. SECTION 18 – LEASES.** Section 18 of the Farmington Brownstones CCRs shall be deleted in its entirety and replaced with the following:

Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the conditions and restrictions set forth in the HOA Bylaws.

a. **Restrictions.** No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section, the term “short term” shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate persons or less than his entire Dwelling Unit.

b. **Signage.** “For Rent” or “For Lease” signs are prohibited.

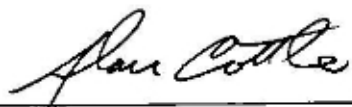
c. **Approval of Lease Forms.** The HOA shall have the right to approve in writing all lease and rental agreements as to form. Any lease or rental agreement not so approved shall be considered “non-conforming” and, as such, voidable by the HOA. The HOA may also require that Owners use lease forms or addenda pre-approved by the HOA, or include specific terms in their leases; and the HOA may impose a review or administration fee on the lease of any Lot.

Anything to the contrary notwithstanding, the Developer Lot Purchaser shall not be obligated to abide by the provisions of this Section 18, and shall be permitted to enter into a lease agreement, for a minimum initial period of one (1) year upon the closing of the purchased property by Developer Lot Purchaser.

**C. ALL OTHER TERMS UNCHANGED.** The Farmington Brownstones CCRs, as amended hereby, are hereby ratified and shall be in full force and effect. The Farmington Brownstones CCRs are hereby amended to the extent necessary to conform to the terms of this First Amendment, and the undersigned confirms that all terms, provisions, and conditions of the Farmington Brownstones CCRs which are not specifically modified by this First Amendment shall remain in full force and effect as of the date first above written.

DEVELOPER:  
**FARMINGTON BROWNSTONES, LLC**  
a Utah limited liability company  
By its Manager  
Cottle Capital Group, LLC

By: \_\_\_\_\_

  
Alan Cottle, Manager

**ACKNOWLEDGMENT**

State of Utah            )  
                                  : ss.  
County of Davis        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2019, by Alan Cottle, the Manager of Cottle Capital Group, LLC, the Manager of FARMINGTON BROWNSTONES, LLC, a Utah limited liability company, and said Alan Cottle duly acknowledged to me that said FARMINGTON BROWNSTONES, LLC executed the same.

Sherry I. Fenn  
NOTARY PUBLIC  
Residing at: Layton, UT  
My Commission Expires: 07-27-2022

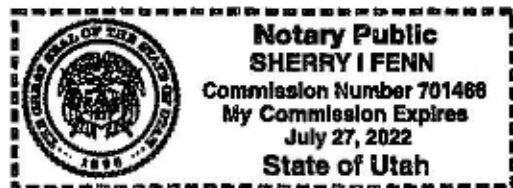


EXHIBIT "A"

PROPERTY DESCRIPTION

A portion of Block 1, Plat "A", Farmington Townsite Survey, Farmington Utah, more particularly described as follows:

Beginning at a point located 2 rods East and 80.25 feet South of the Northeast Corner of Lot 6, Block 1, Plat "A", Farmington Townsite Survey, said point also located N89°34'15"W along the Monument Line of State Street 33.00 feet and South 129.75 feet from the Monument found at the intersection of State Street and 200 East Street\*; thence South 250.00 feet to the North line of that Real Property described in Deed Book 4318 Page 467 of the Official Records of Davis County; thence N89°34'15"W along said deed 198.00 feet; thence N89°26'00"W 20.33 feet to the Easterly line of State Road 106; thence N39°16'00"W along said road 33.00 feet to the Southwesterly corner of that Real Property described in Deed Book 1671 Page 249 of the Official Records of Davis County; thence N80°01'30"E along said deed 41.85 feet; thence North along said deed and extension thereof 122.00 feet to the Southwesterly corner of that Real Property described in Deed Book 2697 Page 974 of the Official Records of Davis County; thence S89°34'15"E along said deed 79.00 feet; thence North along said deed 95.00 feet; thence S89°34'15"E along said deed and along the South line of that Real Property described in Deed Book 1563 Page 373 of the Official Records of Davis County 119.00 feet to the point of beginning.

Containing: 0.99 Acres

\*said point is also located S82°57'10"W 238.49 feet from the center corner of Section 19, T3N, R1E, SLB&M;