

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF EASEMENTS  
FOR  
PARKWAY FIELDS  
(an Expandable Planned Unit Development)**

This Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Parkway Fields (the "Amendment") is made this 24 day of April, 2025 by the Declarant.

RECITALS

A. The Parkway Fields Owners Association ("Association") is governed by the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Parkway Fields recorded, on or about March 31, 2023, in the Office of the Utah County Recorder, State of Utah, (the "Declaration") as Entry No. 20242:23.

B. This Amendment is subject to the Definitions of the Declaration at Article I, unless otherwise defined herein.

C. Pursuant to the Declaration at Sections 14.4 and 15.9, the necessary approvals to amend the Declaration were duly conducted and received to adopt and record this amendment.

**NOW THEREFORE**, the Association hereby amends the Declaration by adding the following language as Sections 8.17 through 8.21 with the following:

8.17. **Pre-Installation Covenants.** An **Owner** in a Townhome Unit that wants install a radon gas mitigation system ("**System**"), shall:

8.17.1. Arrange for the installation of the **System** through a contractor (hereinafter the "**Contractor**") approved by the **Association's** Board of Directors.

8.17.2. Submit plans and specifications (the "**Plans**") for the installation of the **System** to the Board of Directors and shall obtain the written approval of the Board of Directors prior to the **Contractor** installing the **System**.

8.17.3. Provide **Plans** for installation of the **System** that include, at a minimum, the following information:

8.17.3.1. The **Contractor's** name, license number, and proof of insurance;

8.17.3.2. The projected installation date;

8.17.3.3. The location of the proposed installation of the **System's** parts which will be attached between townhome units to the exterior of the wall of the corner of the building in which the **Owner's Unit** is located, more or less as depicted on the photo attached hereto as Exhibit B, unless otherwise approved by the Board of Directors;

8.17.3.4. The proposed color of the parts of the **Systems** which will

be attached to the exterior of the wall of the building where the **Owner's Unit** is located.

8.17.4. Provide a contract for the installation of the **System** with the **Contractor** that names the **Owner** as the purchaser for all purposes, including ownership, warranty, and tax purposes.

8.17.5. Agree that the **Association** may charge the **Owner** a fee to reimburse the **Association** for the costs and expenses incurred by the **Association** in connection with the review of the **Plans** (including the post-installation inspection of the **System** to ensure that the **System** and the installation thereof complies with the **Plans**). This fee charged by the **Association** is limited to the actual costs and expenses charged to the **Association** by any independent third parties selected by the **Association** to review the **Plans**, their compliance with the terms of this **Amendment** and other provisions of the **Association's** governing documents, and to complete the post-installation inspection. The **Owner** shall pay this amount to the **Association** within ten (10) calendar days after being notified by the **Association** of the amount. If the **Owner** fails to timely pay this amount, the **Association** may charge such amount to the **Owner's** account with the **Association** and collect it as an assessment pursuant to the **Association's** governing documents.

8.18. **Covenant to Pay Costs.** The following applies to an **Owner** in a Townhome Unit that installs a **System**.

8.18.1. The **Owner** covenants to pay the costs of installation of the **System**.

8.18.2. The **Owner** covenants to pay the costs to maintain the functionality and the maintenance of the **System**.

8.18.3. The **Owner** covenants to pay the costs to remove the **System** and to repair the exterior walls of the building where the **System** has been installed in the event that the **Owner** determines to remove the **System**.

8.18.4. In the event that the Board of Directors determines, exercising reasonable judgment, that the **System** has caused damage to the townhome building where the **Owner's Unit** is located or that any part or parts of the **System** attached to the exterior of the walls of the townhome building where the **Owner's Unit** is located have deteriorated in their materials, attachments, or color, and that the **Owner**, having been given notice by the **Association** to repair or replace such part or parts has refused to do so in a timely manner, the **Association** may proceed to effect the repair or the replacement thereof and charge the costs thereof to the **Owner**. The **Owner** shall pay this amount to the **Association** within ten (10) calendar days after being notified thereof by the **Association**. If the **Owner** fails to timely pay this amount, the **Association** may charge such amount to the **Owner's** account with the **Association** and collect it as an assessment pursuant to the **Association's** governing documents.

8.19. **Post-Installation Conditions.** The following applies to an **Owner** in a Townhome Unit that installs a **System**.

8.19.1. Promptly following installation of the **System**, the **Owner** shall certify to the **Association** in writing that:

8.19.1.1. The **System** has been installed;

8.19.1.2. The **System's** components as installed are of the brand and quality specifications set forth in the **Plans** approved by the **Association**;

8.19.1.3. The **Owner** is satisfied with the workmanship of the installation.

8.19.1.4. The **Contractor** has furnished to the **Owner** its Utah Waiver and Release Upon Final Payment (the “**Release**”) as provided for under Utah Code § 38-1a-802(4)(c), as may from time to time be amended or substituted, and in substantially the same form as that attached hereto as Exhibit C;

8.19.2. The **Owner** shall have obtained from the **Association** its notification that the **Association** or its designee has inspected the installation of those parts of the **System** attached to the exterior of the walls of the townhome building where the **Owner’s Unit** is located and that it has determined, in its sole discretion acting reasonably, that the portion of the **System** installed on the exterior of the townhome building is consistent with the **Plans** approved by the **Association**.

8.19.3. In the event that the **Association** notifies the **Owner** that those parts of the **System** attached to the exterior of the walls of the townhome building where the **Owner’s Unit** is located fail to comply with the **Plans**, then the **Owner**, at its own expense, shall cause the **Contractor** to install that portion of the **System** in compliance with the **Plans**. Notwithstanding the foregoing, nothing in this **Amendment** shall preclude the **Association** from pursuing the **Contractor** for any and all claims arising from the **Contractor’s** breach of its duty of care to the **Association** in installing any portion of the **System**.

8.19.4. The **Association** assumes no liability to the **Owner** in connection with the functioning or the efficacy of the **System** or with the installation of the **System**.

8.20. **Association’s Obligations.** The following applies to an **Owner** in a Townhome Unit that installs a **System**.

8.20.1. Within thirty (30) days of the submission of the **Plans**, the **Association** shall review the installation and will advise the **Owner** of its decision to allow the installation according to the **Plans** or of its request for modifications of the **Plans**.

8.20.2. Nothing in this **Amendment** shall be otherwise construed as to alter, limit, or diminish the **Association’s** ownership of or responsibilities for the Common Area or Limited Common Area associated with the townhome building or the **Owner’s Unit**.

8.21. **Miscellaneous Provisions.** The following applies to an **Owner** in a Townhome Unit that installs a **System**.

8.21.1. **Indemnification; Release of Lien.** The **Owner** agrees to indemnify, defend, and hold harmless the **Association** and its members, officers, **Board** members, employees, managers, and other agents (collectively, the “**Indemnified Parties**”) from and against any and all claims, liens, losses, damages, taxes, liabilities, and expenses (collectively, the “**Claims**”) which may be incurred by the **Indemnified Parties**, whether arising from the installation, the maintenance, or the existence of the **System**, arising out of or in connection with the **System** or the installation of the **System** unless the **Claims** arise from or are the result of the **Association’s** gross negligence or breach of this **Amendment**. The **Owner** shall, within ten (10) days of notice thereof, cause any lien recorded against the **Owner’s Unit** by the **Contractor** or any subcontractor or materialman related to the **System** or the installation of the **System** to be removed and released.

8.21.2. **Non-Performance; Breach by a Party.** If either **Party** fails to perform its

obligations under this **Amendment**, then such **Party** shall be in breach. In the event of a breach, the non-breaching **Party** shall provide written notice of such breach to the breaching **Party** and afford the breaching **Party** an opportunity to cure the breach within ten (10) days from the date that the breaching **Party** receives such notice.

8.21.3. Attorney's Fees and Costs. In addition to any other relief to which a **Party** may be entitled, if legal action or another proceeding is brought by either of the **Parties** for enforcement of this **Amendment**, the prevailing **Party** in such action or proceeding is entitled to recover its attorney's fees and costs from the non-prevailing **Party**.

IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 24 day of April 2025 in accordance with the Declaration.

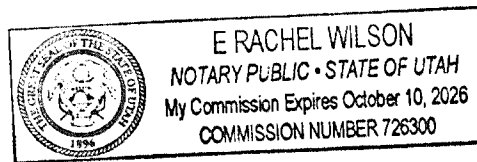
~~Declarant: BCP Development, Inc.~~

~~Nathan Hutchison~~  
Co-Managing Partner

STATE OF UTAH )  
:ss  
COUNTY OF UTAH )

On this 24 day of APRIL 2025, personally appeared before me NATHAN HUTCHINSON who is known to me or who presented satisfactory identification, and has, while in my presence and while under oath or affirmation, voluntarily signed this document.

Notary Public



**EXHIBIT A**  
**Property Description**

**LEGAL DESCRIPTION**

**COMPOSITE SURVEYED DESCRIPTION**

A portion of Sections 18 and 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Sections 13 and 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N89°54'05"W along the Section Line 225.58 feet; thence S3°11'37"W 1462.55 feet; thence N89°09'35"W 5017.32 feet to the west line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence N0°27'08"E along the east line of Pony Express Parkway 4143.61 feet to the westerly extension of the south line of **EAGLE POINT SUBDIVISION PLATS "B", "C" & "D"**; thence S89°13'23"E along the westerly extension and the south line of the above referenced subdivisions 4994.27 feet to the east line of that real property described in Deed Entry No. 92249:2019; thence S3°15'22"W along said real property 6.22 feet to the north line of that real property described in Deed Entry No. 92396:2019; thence along said real property the following six (6) courses: S89°13'24"E 138.49 feet; thence S3°03'40"W 419.66 feet; thence S87°43'38"E 1163.84 feet to the west side of a county road; thence along said county road the following two (2) courses: S2°08'08"W 1130.21 feet; thence S3°07'51"W 1089.37 feet to the south line of Section 18; thence N89°56'00"W along the Section Line 879.69 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point North 840.51 feet and West 253.90 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence West 50.00 feet; thence South 50.00 feet; thence East 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0009)

Beginning at a point North 1316.37 feet and East 719.67 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0011)

Beginning at a point located North 89°54'05" West 303.90 feet along the section line and North 754.02 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 50.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet to the point of beginning.

(Prior Parcel No. 59:018:0045)

(For Reference: Contains ±542.50 Acres)

ALSO: The following Subdivision plats have been recorded within the foregoing description:

Parkway Fields Phase A, Plat 1, recorded December 28, 2022, as Entry No. 127893-2022

Parkway Fields Phase A, Plat 2.1, recorded December 28, 2022, as Entry No. 127984-2022

Parkway Fields Phase B, Plat 1, recorded December 28, 2022, as Entry No. 127895-2022

(For reference: Parcel No. 59-018-0052; 49-991-0101 to 0173; 49-992-0201 to 0238; and 49-993-0101 to 0214)