

When recorded, deliver to:

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Durham Jones & Pinegar
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111

FIRST AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LINKS AT THE HOMESTEAD
(a Planned Unit Development)

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LINKS AT THE HOMESTEAD (this "**First Amendment to Declaration**") is made and executed as of this 28th day of September, 2016 by RESET MIDWAY, LLC (the "**Declarant**"), a Utah limited liability company and the transferee of Utah Home Building Company, a Utah corporation.

RECITALS

A. **Description of Land.** The planned unit development (the "**Project**") that is the subject of this First Amendment to Declaration is situated in and upon that certain real property (the "**Subject Land**") located in Wasatch County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. **Recordation of the Declaration.** On or about July 12, 2006, Utah Home Building Company ("**UHB**"), acting as the developer and original Declarant recorded in the office of the County Recorder for Wasatch County, State of Utah (the "**Wasatch County Recorder**"), the original Declaration of Covenants, Conditions and Restrictions for The Links at the Homestead as Entry No. 304414, Book No. 873 and Page 134 et seq. (the "**Original Declaration**"). The Original Declaration subsequently was amended on November 6, 2006 by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded with the Wasatch County Recorder as Entry No. 310288, Book No. 905 and Page No. 703 et seq. (the "**First Amendment to the Original Declaration**"). The Original Declaration and the First Amendment to the Original Declaration were subsequently amended and restated by Declarant, the successor in interest of UHB, on May 15, 2012 and recorded with the Wasatch County Recorder as Entry No. 378847, Book No. 1055, Pp. 1126-1163 (the "**Amended and Restated Declaration**"). The Amended and Restated Declaration is sometimes referred to herein as the "**Declaration**".

C. Plat. Concurrently with the recordation of the Original Declaration, UHB prepared and recorded with the Wasatch County Recorder a Plat for The Links at The Homestead, a residential planned unit subdivision (the "Plat"). The Plat was subsequently amended by the Declarant in an instrument recorded with the Wasatch County Recorder.

D. Association and Bylaws. The Links at The Homestead Owners Association, Inc. (the "Association"), was incorporated on the 12th day of July, 2006 by filing Articles of Incorporation therefore with the Utah Division of Corporations and Commercial Code. "Bylaws of The Links at The Homestead" for the Association also have been adopted (the "Bylaws"). The Association is the governing body of the Project subject to the Declaration and this First Amendment to Declaration.

E. Intent and Purpose. The Declarant intends by recording this First Amendment to Declaration to make a minor modification to the treatment of Limited Common Areas, update the definition of the Water Lease to reflect its recent amendment and make other miscellaneous changes. This First Amendment to Declaration shall be governed by the applicable statutes and provisions of the Utah Code (the "Code") and the applicable ordinances of Wasatch County (the "County Ordinances"). The Code and the County Ordinances are collectively referred to herein as the "Applicable Law".

F. Amendment. Pursuant to Section 17.6 of the Amended and Restated Declaration Declarant has the unilateral right to amend the Amended and Restated Declaration and thus acts in such authority. Further, Declarant has received the authorization of the Members of the Association to amend the Amended and Restated Declaration as provided herein at a meeting held in July 2013.

AGREEMENT

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1. Section 1.9 of the Amended and Restated Declaration is amended and replaced by the following:

1.9 "Limited Common Areas" shall mean any Common Areas designated for the exclusive use by the Owner of a particular Unit, all as shown on the Plat or expressly authorized in writing by the Board. Limited Common Areas shall include, without limitation, all driveways, porches, patios and storage facilities and all other areas identified and designated on the Plat, or expressly identified and designated in writing by the Board as Limited Common Areas, as reserved for the exclusive use of the Owner of a particular unit. The Limited Common Areas shall include those fixtures and improvements thereto such as additional landscaping, pergolas and hot tubs to the extent such additional landscaping, fixtures and improvements have been duly approved by the Board or the Architectural Committee as provided in the Amended and Restated Declaration.

2. Section 1.21 of the Amended and Restated Declaration is amended to reflect that the Water Lease has been amended and restated since the recordation date of the Amended and Restated Declaration. Accordingly, the first sentence of Section 1.21 of the Amended and Restated Declaration is amended and replaced by the following sentence (with the rest of such section otherwise continuing as currently existing):

1.21 “Water Lease” means that certain Water Lease dated January 1, 2007 between Midway City, Midway Irrigation Company and UHB, as amended and replaced by that certain Amended and Restated Water Lease dated as of January 14, 2014 by and among Midway City, Midway Irrigation Company and Reset Midway, LLC (the successor of UHB), as amended.

3. Section 4.12 of the Amended and Restated Declaration is amended to provide that Limited Common Areas shall include not just those areas designated as Limited Common Areas on the Plat, but also those areas expressly identified and designated in writing by the Board as Limited Common Areas.

4. Section 7.12 of the Amended and Restated Declaration is amended to provide that registered service dogs that are registered and are obedient may be kept in or on units regardless of their size including, without limitation, large service dogs, but otherwise shall comply with the requirements of Section 7.12. Notwithstanding the foregoing, if any such service dog creates or becomes a nuisance as determined by the Board in its reasonable discretion, then the Board may require the owner to permanently remove the service dog from the Project.

5. Section 7.16 of the Amended and Restated Declaration is amended and replaced by the following:

7.16 Patio and Deck Restrictions; Pergolas and Other Improvements. No storage of any kind shall be permitted on patios or decks. Patio furniture and portable barbecue grills in good condition may be maintained on decks and patios. With the prior written approval of the Board (or by the Architectural Committee if such authority is delegated by the Board to the Architectural Committee) that may be given or withheld in its sole discretion, a Home Owner at its sole cost and expense may be granted a revocable license by the Board to (A) install on its patio or deck a high quality, attractive pergola that does not overwhelm the neighboring units but that fits with the décor and style of the Unit and the Project, (B) install on its patio or deck a reasonably quiet hot tub, and (C) plant and place in the Limited Common Area adjacent to the unit additional or extra landscaping. The Board or the Architectural Committee, as applicable, also may condition its approval of any request for such improvements upon whatever condition it deems reasonable (including, without limitation, the Board may if it so chooses require the requesting Home Owner to obtain written permission from the Owners of its immediately adjoining units before such Home Owner is allowed to plant any extra or new trees or other landscaping in the Limited Common Area). The Home

Owner at its sole cost and expense shall maintain all such patio furniture, barbecue grills, pergolas, hot tubs and additional landscaping in good condition and repair, shall pay all utilities related to the same and shall indemnify and hold harmless the Association and the Declarant from any and all damages and liabilities related to the same. In addition, it shall be a condition of approval and ongoing use for any Home Owner with a hot tub that (X) the hot tub have a cover that is kept on, secured and locked at all times by the Home Owner when the hot tub is not in actual use, (Y) the Home Owner's homeowner's policy of insurance expressly adds each of the Association and the Declarant as an additional insured on its policy of insurance (with thirty (30) days prior written notice to the Association and the Declarant of any change or cancellation in the homeowner's policy of insurance) and (Z) the Home Owner use the hot tub in such a way so as not to be overly disruptive or become a nuisance to the neighboring owners. If a Home Owner fails to perform its obligations and satisfy the conditions described in this Section 7.16 for the installation, maintenance and use of these improvements and further fails to cure such failure after at least ten (10) days prior written notice from the Board (or the Architectural Committee if such duty is delegated by the Board to the Architectural Committee), the Board (or the Architectural Committee if so delegated by the Board) may revoke the license granted herein and the Home Owner shall be required, at its sole cost and expense, to promptly remove the patio furniture, barbecue grills, pergolas, hot tub and/or additional landscaping and restore the patio, deck or Limited Common Area to the good condition it was in prior to their installation.

6. When recorded with the Wasatch County Recorder, the Amended and Restated Declaration inadvertently contained an errant last page that has nothing to do with the Project, the Subject Land, the Owners, the Association or the Declarant. Accordingly, Page 1163 of Pages 1126-1163, Book 1055, Entry No. 378847 of the Amended and Restated Declaration recorded with the Wasatch County Recorder on May 15, 2012 is hereby deleted and removed from the Amended and Restated Declaration.

7. The terms and provisions of this First Amendment to Declaration shall take precedence over and amend and replace any contradictory terms or provisions contained in the Amended and Restated Declaration. Except as amended herein, the Amended and Restated Declaration shall remain unchanged and in full force and effect. In the event that any of the provisions of this First Amendment to Declaration are held to be invalid or unenforceable by a court of law, such provisions shall be struck from this First Amendment to Declaration and the Amended and Restated Declaration, as amended herein, shall continue to be enforceable and interpreted in such a way as to reflect the parties written agreement expressed herein as nearly as possible. The recital paragraphs are incorporated herein and made a part of this First Amendment to Declaration.

[This page purposely ends at this point. Signature page follows.]

IN WITNESS WHERE OF, the undersigned Declarant has executed this First Amendment to Declaration as of the day and year first above written.

DECLARANT:

RESET MIDWAY, LLC, a Utah limited liability company

By: David P. Rose
Name: David P. Rose, Manager

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of September, 2016 by David P. Rose, Manager of RESET MIDWAY, LLC, a Utah limited liability company.

Carol S. Mackay
NOTARY PUBLIC

My Commission Expires: 9-19-19

Residing at: Bountiful, Ut



EXHIBIT "A"

LINKS AT THE HOMESTEAD P.U.D.

SUBJECT LAND

PLAT A:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 128.41 FEET; THENCE EAST 45.09 FEET; THENCE SOUTH 159.05 FEET; THENCE SOUTH 87°41'17" WEST 105.99 FEET; THENCE SOUTH 07°27'47" EAST 67.93 FEET; THENCE SOUTH 09°37'28" WEST 98.71 FEET; THENCE SOUTH 39°08'37" WEST 73.11 FEET; THENCE SOUTH 73°32'10" WEST 100.06 FEET; THENCE NORTH 68°34'46" WEST 35.22 FEET; THENCE SOUTH 89°00'36" WEST 234.77 FEET; THENCE NORTH 01°38'04" EAST 611.49 FEET; THENCE SOUTH 89°58'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°58'24" EAST 148.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.070 ACRES.

PLAT B:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°58'24" EAST 412.67 FEET; THENCE NORTH 87°39'07" EAST 129.07 FEET; THENCE NORTH 09°20'30" EAST 895.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 197.77 FEET; THENCE SOUTH 699.74 FEET; THENCE SOUTH 29°15'03" WEST 325.39 FEET; THENCE SOUTH 09°01'36" WEST 408.50 FEET; THENCE NORTH 86°58'36" EAST 277.55 FEET; THENCE SOUTH 03°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'58" WEST 458.40 FEET; THENCE NORTH 68°55'56" WEST 292.29 FEET; THENCE NORTH 68°34'46" WEST 525.16 FEET; THENCE NORTH 73°32'10" EAST 100.06 FEET; THENCE NORTH 39°08'37" EAST 73.11 FEET; THENCE NORTH 09°37'28" EAST 98.71 FEET; THENCE NORTH 07°27'47" WEST 67.93 FEET; THENCE NORTH 87°41'17" EAST 105.99

FEET; THENCE NORTH 159.05 FEET; THENCE WEST 45.09 FEET; THENCE NORTH 128.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.072 ACRES.

Parcel Nos. 00-0020-4848, 00-0020-4850, 00-0020-4854, 00-0020-4855, 00-0020-4856, 00-0020-4858, 00-0020-4861, 00-0020-4862, 00-0020-4863, 00-0020-6676, 00-0020-6677, 00-0020-6679, 00-0020-6680, 00-0020-6682, 00-0020-6683, 00-0020-6684, 00-0020-6685, 00-0020-6686, 00-0020-6687, 00-0020-6688, 00-0020-6689, 00-0020-6690, 00-0020-6691, 00-0020-6692, 00-0020-6693, 00-0020-6694, 00-0020-6695, 00-0020-6696, 00-0020-6698, 00-0020-6699, 00-0020-6700, 00-0020-6701, 00-0020-6702, 00-0020-6703, 00-0020-6704, 00-0020-6705, 00-0020-6706, 00-0020-6707, 00-0020-6708, 00-0020-6709, 00-0020-6710, 00-0020-6711, 00-0020-6712.

[NOTE, THIS PROPERTY WAS PREVIOUSLY DESCRIBED PRIOR TO THE RECORDATION OF PLAT A OF THE SUBDIVISION FOR THE LINKS AT THE HOMESTEAD ON OR ABOUT JUNE 29, 2006 AND PLAT B OF THE SUBDIVISION FOR THE LINKS AT THE HOMESTEAD ON OR ABOUT AUGUST 2, 2007 AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 89°58'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°58'24" EAST 560.99 FEET; THENCE NORTH 87°39'07" EAST 129.07 FEET; THENCE NORTH 09°20'30" EAST 895.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 197.77 FEET; THENCE SOUTH 699.74 FEET; THENCE SOUTH 29°15'03" WEST 325.39 FEET; THENCE SOUTH 09°01'36" WEST 408.50 FEET; THENCE NORTH 86°58'36" EAST 277.55 FEET; THENCE SOUTH 03°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'58" WEST 458.40 FEET; THENCE NORTH 68°55'56" WEST 292.29 FEET; THENCE NORTH 68°34'46" WEST 560.39 FEET; THENCE SOUTH 89°00'36" WEST 234.77 FEET; THENCE NORTH 01°38'04" EAST 611.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.14 AC]