

**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 4 day of June, 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 as follows:

Section 8.3 shall be replaced with the following:

8.3 Submission and Review of Plans and Specifications. No exterior construction, alteration, removal, relocation, repainting, demolition, addition, modification, external decoration or redecoration, or reconstruction of a Dwelling Unit or Improvement, including landscaping, on the Properties shall be commenced or maintained by an Owner, until the Plans and Specifications therefore showing the nature, kind, shape, height, width, color, materials, and location of the same shall have been submitted by the Owner, or the Owner's agent, to the ACC (together with such fees for review and inspection as may be reasonably required by the ACC) and approved in writing by the ACC. The ACC shall consider and act upon any and all Plans and Specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the ACC. The ACC shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the Community-Wide Standard, the surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Lots and the Common Area or

the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

The Association may charge a plan fee that is equivalent to the cost of reviewing and approving the Plans, which cost may include, but is not limited to, the Association paying an engineer, architect, or other professional to review the Plans.

The ACC may condition its approval of any Improvement upon such changes, alterations, or modifications of such Improvement as it deems appropriate and may require submission of additional Plans and Specifications or other information prior to approving or disapproving material submitted. Such conditions may also include a requirement that the applicant complete the proposed Improvement within a stated period of time. The ACC may require such detail in the Plans and Specifications submitted for its review as it deems proper, including, without limitation: (i) landscape plans; (ii) floor plan; (iii) site plans and exterior lighting plans as they relate to exterior appearance of the Dwelling Unit and any other Improvement on the Lot; (iv) interior lighting plans to the extent they relate to exterior illumination of the Dwelling Unit; (v) drainage plans; (vi) any relevant geo-technical reports; (vii) elevation drawings; and (viii) description or samples of exterior material and colors. Decisions of the ACC shall be transmitted by the ACC to the applicant at the address set forth in the application for approval, after receipt by the ACC of all materials required by the ACC and within thirty (30) days after its next duly scheduled meeting at which there is a quorum in attendance. Unless written approval shall be transmitted by the ACC to the applicant within the time herein set forth, any application submitted pursuant to this Section 8.3 shall be deemed denied. In addition to complying with the ACC Restrictions and Rules, the Applicant shall meet any governmental review or permit requirements prior to making any alterations or engaging in construction, reconstruction or remodeling permitted hereunder.

Notwithstanding any requirement for ACC approval to the contrary in this Section 8.3, Owners may replace existing trees, bushes, and shrubs or install small plants without ACC approval. Also, notwithstanding any requirement for ACC approval to the contrary in this Section 8.3, Owners may install any landscaping within a backyard with a 6' privacy fence, without ACC approval, so long as that installed landscaping will not exceed 10', make loud noise, shine lights outside of the backyard, or cause a nuisance (as the term nuisance is determined by the ACC).

10.6(a)(i) shall be replaced with the following:

- (i) Each Owner shall maintain the Owner's garage in a manner which ensures that it is capable of accommodating at least one (1) Vehicle. All garage doors must remain closed when a person residing at the Unit is not present and outside the dwelling.

10.6(a)(ii) shall be replaced with the following:

- (ii) There shall be no parking on the Project's Streets, except Owners, Occupants, and their guests may temporarily park on the Streets for short term purposes, but in no case overnight.

Add 10.6(a)(iv) shall be added as follows:

- (iv) Notwithstanding anything to the contrary in 10.6(a) parking on the Streets outside of Townhome Units is always prohibited.

Section 10.7 shall be replaced with the following:

10.7 Animals. All animals are subject to the Rules and Regulations adopted by the Board. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats, birds, chickens, or other household pets, two or less in total number, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Chickens may exceed two in number, but must be kept consistent with city code. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Lot Owners. All pets must be kept within an enclosed area of the Lot (such enclosure being approved by the ACC in advance) or on a leash attended to by a person when in the Common Areas. Such pets may not be kept in the Common Areas unless attended to at all times by a Person. All dogs must be kept on leash while in the Common Area. All pet waste must be immediately cleaned up. This Section may be made more restrictive by Rule of the Association.

Section 10.10 shall be replaced with the following:

10.10 Temporary Buildings and Structures. No outbuilding, tent, shack, shed or other temporary building or Improvement of any kind (except portable outhouses and dumpsters with lids or covers during construction) shall be placed upon any portion of the Properties either temporarily or permanently except that sheds in a backyard with 6' privacy fence may be installed without ACC approval so long as the shed meets all city code requirements and do not exceed 8' at its peak. Sheds that do not comply with this Section 10.10 must be approved by the ACC (except that the ACC cannot approve sheds that do not meet city code requirements).

Section 10.18 shall be replaced with the following:

10.18 Limited Common Area Planting, Gardening, Fences. The following restrictions shall apply to Limited Common Areas appurtenant to a Lot: no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained except such as are installed in accordance with the initial construction of the Lots located thereon or as approved by the ACC. The Board will adopt rules supporting water-efficient landscaping.

Section 10.19 shall be replaced with the following:

10.19 External Apparatus and Fixtures. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, canopies or other outdoor covers, shutters, ornamental screens, screen doors, patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original

construction of Dwelling Unit, shall be constructed, erected, or maintained on the Project without the prior written approval of the ACC. The installation of solar energy systems, as currently defined in Utah Code Ann. § 57-8a-102(28) at the time of the recording of this Declaration, is prohibited, unless approved by the Board or ACC pursuant to a deed restriction provided by the Association.

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

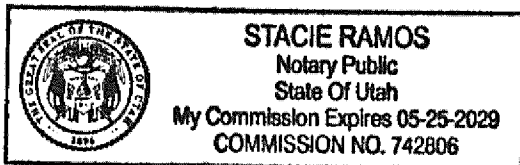
Declarant: BCP Development, Inc.



Pete Evans
Co-Managing Partner

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 4th day of June 2025, personally appeared before me Pete Evans 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)