

When Recorded Return To:

Country View Villas, LLC

791 North 100 East

Lehi, UT 84043

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR COUNTRY VIEW VILLAS**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Country View Villas ("**First Amendment**") is executed and adopted by Country View Villas, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Country View Villas was recorded with the Tooele County Recorder on March 15, 2021 as Entry No. 538182 ("**Declaration**").

B. This First Amendment affects the real property located in Tooele County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. Country View Villas, LLC is the Declarant as identified and set forth in the Declaration.

D. Pursuant to Article XII, Section 12.3 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by the Declarant pursuant to its unilateral amendment power.

E. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

TERMS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Tooele County Recorder.

1. Amendment No. 1. The following shall be added to the end of Article I, Section 1.13:

"The primary roads throughout the Project are public roadways as depicted on the Plat and shall not be considered Common Area, nor shall the Association have any responsibility to maintain or repair such public roadways."

2. Amendment No. 2. The following shall be added to the end of Article II, Section 2.12:

“Owners are advised to make appropriate inquiries and due diligence into the possible existence of hazardous wastes and toxic substances on the Property, including radon gas. Neither the Association nor Declarant should be relied upon for any determination as to the existence of any hazardous wastes, toxic substances, or radon gas on the Property and the Association and Declarant have not taken any steps to evaluate the presence or absence of radon in, on, or around the Property. Owners are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health due to radon in, on, or around their Residence or the Property.”

3. Amendment No. 3. The language following the term “Deleted” below shall be deleted from the second sentence in Article VI, Section 6.3 and shall be replaced by the language following the term “Added”:

Deleted: “all sewer utility charges and maintenance costs for the common area sewer laterals and sewer costs that are billed jointly for the entire Community.”

Added: “all sewer maintenance costs for the common area sewer laterals.”

4. Amendment No. 4. The following shall be added to the end of Article VIII, Section 8.1.3:

“There is no warranty implied or otherwise by the Association or the Declarant that the plants and trees in the Community will remain alive or in a healthy condition. The Board shall have the sole authority to: (i) decide whether or not to replant landscaping plants if they die, (ii) determine the timing of all replanting, and (iii) all plant or tree types or sizes to be used when replanting.”

5. Amendment No. 5. The following shall be added to the Declaration as Section 8.2.8 of Article VIII:

8.2.8. Each Owner shall be responsible for paying all utility costs for utility services that are metered or billed separately by the applicable utility company to the Owner’s Residence, including, but not limited to, sewer, water, electrical, gas, internet, cable, etc.

6. Conflicts. All provisions of the Declaration not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

7. Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

8. Effective Date. This First Amendment shall take effect upon being recorded with the Tooele County Recorder.

* * * *

IN WITNESS WHEREOF, the Declarant has executed this First Amendment this 6 day of May, 2024.

DECLARANT
COUNTRY VIEW VILLAS, LLC
a Utah limited liability company

By: [Signature]

Name: Brent Lindstrom

Title: member

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 6 day of May, 2024, personally appeared before me Brent Lindstrom who by me being duly sworn, did say that she/he is an authorized representative of Country View Villas, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

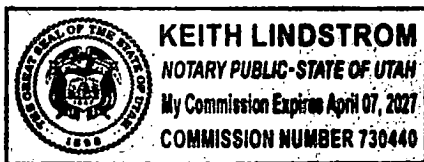


EXHIBIT A
LEGAL DESCRIPTION

All of **COUNTRY VIEW VILLAS PLAT "A"**, according to the official plat filed in the office of the Tooele County Recorder on March 15, 2021 as Entry Number 538180.

Including Lots 1 – 56 and Common Area

Parcel Numbers: 21-067-0-0001 through 21-067-0-0056

21-067-0-000A through 21-067-0-000D