

When Recorded, Return To:

Century Land Holdings of Utah, LLC  
10644 S. Jordan Gateway, Suite 300  
South Jordan, UT 84095  
Attn: Toby Cordova

ENT 92180:2025 PG 1 of 4  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2025 Nov 25 11:03 AM FEE 206.00 BY KC  
RECORDED FOR Snell & Wilmer LLP  
ELECTRONICALLY RECORDED

Parcel Nos.: 38:724:0243 through :0296;  
38:724:0298 through :0299;  
38:725:0297 through :0332

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR EDGEWATER PHASE 3**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EDGEWATER PHASE 3 (this “**Amendment**”) is made as of this 6<sup>th</sup> day of November 2025, by CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Edgewater Phase 3 was recorded in the Office of the County Recorder for Utah County, Utah (the “**County Recorder**”) on September 15, 2025, as Instrument No. 70606:2025 (the “**Declaration**”).

B. Declarant is the Declarant under the Declaration.

C. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

D. Pursuant to Section 9.3.1 of the Declaration, the Declaration may be amended by the written approval or affirmative vote, or any combination thereof, of Owners representing not less than fifty-one percent (51%) of the votes in the Association.

E. Pursuant to Section 5.7.3 of the Declaration, Declarant shall be entitled to three (3) votes for each Lot owned by Declarant during the Period of Administrative Control.

F. Pursuant to Section 1.36 of the Declaration, this Amendment is within the Period of Administrative Control.

G. The Declarant is an Owner and represents not less than fifty-one percent (51%) of the votes in the Association at the time of this Amendment.

H. Declarant desires to amend the Declaration as set forth below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares as follows:

#### **AMENDMENT**

1. **Leasing of Residential Units.** Section 3.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

**3.15 Leasing of Residential Units.** All Lessees shall be subject to the terms and conditions of this Declaration and the other Project Documents. Each Owner shall cause the Lessees and other Residents of the Owner's Lot to comply with this Declaration and the other Project Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Lessees or Residents, notwithstanding the fact that such Lessees or Residents are also fully liable for any violation of each and all of those documents. An Owner may lease such Owner's Residential Unit or Lot, or a portion of such Residential Unit; provided, however, such lease must comply with City ordinances and other applicable law. No Lot, or portion thereof, may be leased for a period of less than thirty (30) days. The provisions of this Section shall not apply to Declarant's or a Builder's use of Lots owned by (or leased to) Declarant, an Affiliate of Declarant, a Builder or an Affiliate of a Builder as a model home or for marketing purposes.

2. **Recitals.** The Recitals set forth in this Amendment shall be a part of this Amendment as though fully set forth herein.

3. **Full Force and Effect.** In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall govern and control. Except as expressly set forth herein, the terms and conditions of the Declaration shall remain in full force and effect.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed as of the date first written above.

**DECLARANT:**

**CENTURY LAND HOLDINGS OF  
UTAH, LLC, a Utah limited liability  
company**

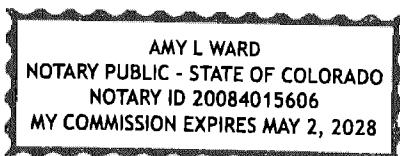
By:   
Name: Todd Baker  
Its: Vice President

STATE OF ~~UTAH~~ COLORADO

) ss

COUNTY OF ~~UTAH~~ ARAPAHOE

This instrument was acknowledged before me this 13<sup>th</sup> day of November 2025, by Todd Baker, the Vice President of Century Land Holdings of Utah, LLC, a Utah limited liability company, on behalf of such company.



  
Amy L. Ward  
Notary Public

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

The Property, located in the City of American Fork, Utah County, Utah, is more particularly described as follows:

Lots 243 through 296, inclusive, all Common Areas, all Limited Common Areas and all Private Streets, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 7, as shown on the map thereof recorded in the Utah County Recorder's Office on November 27, 2024, as Entry No. 83920:2024.

AND

Lots 297 through 330, inclusive, all Common Areas, all Limited Common Areas and all Private Streets, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 8, as shown on the map thereof recorded in the Utah County Recorder's Office on November 27, 2024, as Entry No. 83921:2024.