

When Recorded, Return To:

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

Parcel Nos.: 70:024:0101 through :0204;
70:024:0207;
70:042:0201 through :0318;
59:034:0158; 59:034:0159

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR PINNACLES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINNACLES (this “**Amendment**”) is made as of this 6th 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 Pinnacles was recorded in the Office of the County Recorder for Utah County, Utah (the “**County Recorder**”) on January 21, 2025, as Instrument No. 4036:2025 (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 Declarant may amend the Declaration during the Period of Administrative Control, for any reason, without the need for further approval or consent from the Board or any Owner.

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

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

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

AMENDMENT

1. **Animals.** Section 3.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.3 Animals. No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that a reasonable number of dogs, cats, chickens (excluding roosters), parakeets or similar household birds may be kept on a Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. The Board shall have the authority to determine what is a reasonable number of dogs, cats, chickens (excluding roosters), parakeets or similar household birds for any particular Lot, and the Board's determination shall be final. All dogs, cats or other pets permitted under this Section 3.3 shall be confined to an Owner's Lot, except that a dog may be permitted to leave an Owner's Lot if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot. Any person bringing a dog onto the Common Area shall immediately remove any feces deposited on the Common Area by the dog. The Board may restrict the portions of the Common Area on which dogs are permitted. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Notwithstanding the foregoing sentence, chicken coops that are Visible From Neighboring Property may be maintained if first approved by the Architectural Review Committee in accordance with the procedures set forth in this Declaration. Upon the written request of any Owner, Lessee or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section 3.3, a particular animal, bird, fowl, poultry, or livestock is a nuisance or making an unreasonable amount of noise. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions set forth in this Declaration. The Board may adopt rules and regulations

further restricting and governing animals within the Property, which rules may include, without limitation rules providing for the removal from the Property of a domestic pet which has bitten or attacked a person or other animal, has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Owners and/or occupants.

2. **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. No Owner may lease less than an entire Lot; provided, however, an Owner may lease the basement of such Owner's Lot as an internal accessory dwelling unit ("ADU") so long as (i) the ADU complies with all applicable land use ordinances, building codes, health codes and fire codes, and (ii) such Owner resides in the remaining portions of the Residential Unit on such Owner's Lot. No Lot 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.

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

4. **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

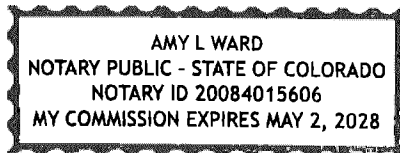
By:

Name: _____

Its:

STATE OF ~~UTAH~~ COLORADO) ss
COUNTY OF ~~UTAH~~ ARAPAHOE

This instrument was acknowledged before me this 13th 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.



Notary Public

My Commission Expires:

EXHIBIT A

PROPERTY SUBMITTED TO COMMUNITY

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

Lots 101 through 204, inclusive, and Parcel C, PINNACLES PHASE A PLAT 1, as shown on the official map thereof recorded in the office of the Utah County Recorder on September 9, 2024, as Entry No. 61510:2024.

Parcel Nos.: 70:024:0101 through 70:024:0204;
70:024:0207

EXHIBIT B

ADDITIONAL PROPERTY

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

Lots 201 through 318, inclusive, PINNACLES PHASE A PLAT 2, as shown on the official map thereof recorded in the office of the Utah County Recorder on July 23, 2025, as Entry No. 55147:2025.

Parcel Nos.: 70:042:0201 through 70:042:0318

AND

A part of the Southwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on a southerly boundary line of that Special Warranty Deed recorded November 17, 2021 as Entry No. 196901-2021 in the Utah County Recorder's Office; said point also being S00°21'37"W 1,261.03 feet along the Section line from the West Quarter Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along said Special Warranty Deed the following five (5) courses: (1) N37°49'41"E 241.28 Feet; thence (2) N89°42'57"E 305.23 feet; thence (3) S00°10'05"W 1,298.14 feet; thence N89°49'55"W 456.34 feet; thence N00°21'37"E 1104.72 feet to the point of beginning.

Containing 13.20 acres+/-

Parcel Nos.: 59:034:0158; 59:034:0159