

AFTER RECORDING
RETURN TO:

ESTATES OF TRAVERSE MOUNTAIN, LLC
ATTN: PAUL WILLIE
95 WEST 100 SOUTH, STE. 340
LOGAN, UTAH 84321

ENT 33491:2021 PG 1 of 5
Andrea Allen
Utah County Recorder
2021 Feb 23 11:01 AM FEE 124.00 BY MG
RECORDED FOR Northern Title Company
ELECTRONICALLY RECORDED

FIRST AMENDMENT TO
NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND CONDITIONS OF OWNERSHIP FOR SEASONS ESTATES

A RESIDENTIAL SUBDIVISION

THIS FIRST AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND CONDITIONS OF OWNERSHIP FOR SEASONS ESTATES, A RESIDENTIAL SUBDIVISION (the “*First Amendment*”), is dated effective the 5th day of October, 2020 (“*First Amendment Effective Date*”), and is made as of the First Amendment Effective Date by ESTATES OF TRAVERSE MOUNTAIN, LLC, a Utah Limited Liability Company dba LAKEVIEW ESTATES (“*Estates*”), as Declarant (hereinafter “*Declarant*”), and constitutes an amendment to that certain Neighborhood Declaration of Covenants, Conditions and Restrictions and Conditions of Ownership for Seasons Estates, a Residential Subdivision dated August 29, 2018, and recorded on August 29, 2018 in the Office of the County Recorder of Utah County, Utah as Entry No. 82616:2018 (“*Original Declaration*”), which Declaration pertains to that certain real property and development described in the Original Declaration and further described on Exhibit “A” hereto (“*Property*”). Reference to Declarant shall include Estates and Estates’ successors and assigns.

WITNESSETH

A. The Original Declaration for the Development was made, executed, and recorded in the Utah County Recorder’s Office, State of Utah, as set forth in the introductory/preamble paragraph of this First Amendment.

B. Pursuant to Article 2.15 of the Original Declaration, Declarant, for so long as Declarant (or Declarant’s successors or assigns) is the record Owner of at least one Lot, is vested with the right to unilaterally amend the Declaration as may be reasonable, necessary, or desirable, in Declarant’s sole discretion, including, but not limited to, amendments to better insure, in light of then existing circumstances or information, the workability of the Development as contemplated in the Original Declaration.

C. Declarant, as of the First Amendment Effective Date, is the record Owner of at least one Lot of the Development (and is the Owner of more than 25% of the Lots of the Development). Declarants are currently marketing and offering Lots for sale in the ordinary course of Declarant's business.

D. Due to the COVID-19 pandemic and changes to the residential real estate market, trends, styles, practices, marketability of Lots, and other circumstances known to and considered by Declarant, Declarant, pursuant to Article 2.15 of the Original Declaration, desires to and hereby does exercise Declarant's unilateral right to amend the Original Declaration, as further set forth herein.

NOW, THEREFORE, the following is hereby declared, agreed, covenanted, adopted, and established, and the Original Declaration is hereby amended as follows:

1. Exterior Requirements. Sections 2.10(g)(v) and (vi) are hereby deleted in their entirety and replaced with the following:

(v) stone, brick, fiber cement siding (such as hardieplank), or other materials approved by the Architectural and Aesthetic Review Committee or the Declarant (such approval to be granted or withheld in the Architectural and Aesthetic Review Committee's or the Declarant's sole and absolute discretion) shall cover a minimum of 50% of the front façade surface of each Home;

(vi) any façade of any Home or other improvement facing a road or roadways shall have stone, brick, fiber cement siding (such as hardieplank), or other materials approved by the Architectural and Aesthetic Review Committee or the Declarant (such approval to be granted or withheld in the Architectural and Aesthetic Review Committee's or the Declarant's sole and absolute discretion) incorporated;

2. Construction. Section 2.11(e) is hereby deleted in its entirety and replaced with the following:

(e) Construction of a Home on a Lot must begin within two (2) years from the Lot Acquisition Date ("Construction Commencement Requirement"). Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural and Aesthetic Review Committee shall be diligently prosecuted to completion. Notwithstanding the foregoing, written request may be made to the Architectural and Aesthetic Review Committee or the Declarant (such approval to be granted or withheld in the Architectural and Aesthetic Review Committee's or the Declarant's sole and absolute discretion) for relief from the Construction Commencement Requirement, and such relief may be granted by the Architectural and Aesthetic Review Committee or the Declarant (in the Architectural and Aesthetic Review Committee's or the Declarant's sole and absolute discretion) upon such terms, conditions,

and requirements as the Architectural and Aesthetic Review Committee or the Declarant may grant or impose in connection with such relief from the Construction Commencement Requirement. In the event that an Owner obtains relief from the Construction Commencement Requirement, the Owner obtaining such relief shall landscape and maintain said Owner's Lot free of rubble, trash, debris, weeds, personal property or items (including, without limitation, vehicles, equipment, machinery, sheds, storage containers, trailers, and similar items), and other unsightly materials and conditions, at said Owner's sole cost and expense.

3. Property Site Improvements section 2.6. The following sentence is added at the end of 2.6:

Where the asphalt trail intersects with driveways, the Lot Owner shall remove the asphalt and replace with vehicular rated concrete at the Lot Owner's sole cost and expense.

4. Full Force and Effect. Except as expressly modified by this First Amendment, all other terms and conditions of the Original Declaration shall remain in full force and effect.

5. Binding Effect; Successors and Assigns. This First Amendment shall be binding upon all Owners of all Lots, and shall be binding upon and inure to the benefit of their respective successors and assigns.

6. Inconsistencies. In the event of any inconsistencies between the terms and conditions of this First Amendment and the terms and conditions of the Original Declaration, the terms and conditions of this First Amendment shall control.

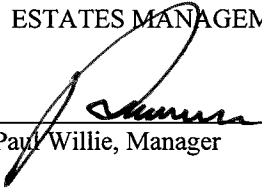
IN WITNESS WHEREOF, Declarant has adopted and executed this First Amendment as of the date first set forth above.

DATED this 22nd day of February, 2021.

DECLARANT:

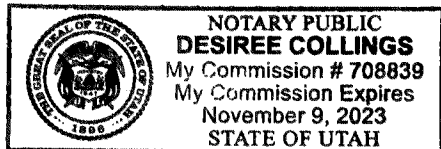
ESTATES OF TRAVERSE MOUNTAIN, LLC
A Utah Limited Liability Company

By: ESTATES MANAGEMENT, LLC, its manager

By: 
Paul Willie, Manager

STATE OF UTAH)
 : ss.
County of Cache)

On the 22nd day of February, 2021, personally appeared before me Paul Willie, being by me duly sworn, did say that he is the Manager of ESTATES MANAGEMENT, LLC, which is the manager of ESTATES OF TRAVERSE MOUNTAIN, LLC, and that the said instrument was signed in behalf of said limited liability company by authority of a resolution of the manager or its Operating Agreement, and the aforesaid acknowledged to me that said limited liability company executed the same.




NOTARY PUBLIC

EXHIBIT "A"**LEGAL DESCRIPTION – PROPERTY**

A portion of the NW1/4 & the SW1/4 of Section 29, and the SE1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northeasterly boundary of Plat "A", SEASONS TOWNS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder located West 456.83 feet and North 1,763.39 feet from the Southeast corner of Section 30, T4S, R1E, S.L.B. & M. (Basis of Bearing: N0°17'58"W along the Section line between the Southeast Corner and the East ¼ Corner of said Section 30); thence N21°10'26"W along said Plat 183.22 feet; thence N12°33'39"E 115.46 feet; thence N74°54'12"E 91.33 feet; thence S88°36'56"E 32.89 feet; thence along the arc of a 112.00 foot radius curve to the right 88.44 feet through a central angle of 45°14'42" (chord: S65°59'35"E 86.16 feet); thence N46°37'47"E 67.00 feet; thence N1°23'01"E 203.04 feet; thence N81°28'10"E 85.87 feet; thence N72°38'16"E 212.12 feet; thence N50°52'36"E 311.63 feet; thence N67°09'42"E 258.07 feet; thence along the arc of a 61.00 foot radius non-tangent curve (radius bears: N19°51'22"E) 143.77 feet through a central angle of 135°02'06" (chord: N2°37'35"W 112.73 feet); thence N24°07'49"W 269.99 feet; thence N80°51'39"E 216.20 feet; thence N39°07'08"E 177.90 feet; thence S5°12'53"E 218.58 feet; thence S35°39'09"E 131.92 feet; thence S64°08'32"E 183.35 feet; thence S47°21'56"E 126.66 feet; thence S24°45'26"E 210.69 feet; thence S33°40'42"E 268.13 feet; thence S0°20'19"W 224.52 feet to the northeast corner of Plat "A", SEASONS AT TRAVERSE MOUNTAIN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said plat the following 4 (four) courses and distances: N89°36'29"W 695.41 feet; thence S55°16'33"W 325.92 feet; thence West 669.86 feet; thence N48°32'29"W 70.00 feet to the northeasterly corner of said Plat "A", SEASONS TOWNS Subdivision; thence along said Plat: Southwesterly along the arc of a 484.00 foot radius non-tangent curve (radius bears: S48°32'46"E) 187.18 feet through a central angle of 22°09'30" (chord: S30°22'29"W 186.02 feet) to the point of beginning which contains Lots 101 – 148, open space, parcels, roadways, and improvements of the Seasons Estates, a Residential Subdivision plat as recorded SEASONS ESTATES PLAT A, ENTRY# 81441-2018, MAP FILING# 16215, MAP BOOK 66 PAGE 646.