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SEP 24 2024

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/24/2024 2:35 PM  
FEE 40.00 Pgs: 6  
DEP JMF REC'D FOR THE  
BROOKS LLC

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
For The Brooks on Main Townhomes  
(A Sub-Association within The Brooks on Main Mixed Use Master Community)  
(Davis County, Utah)**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Brooks on Main Townhomes, a Sub-association within the Brooks on Main Mixed Use Master Community (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions the Brooks on Main Townhomes, recorded May 28, 2024, as Entry No. 3573026 in the office of the Davis County Recorder, as amended ("Townhome Declaration"), and is hereby adopted by The Brooks, LLC ("Declarant") and made effective as of the date recorded in the Davis County Recorder's Office.

The Declarant has approved the recording of this First Amendment.

**RECITALS:**

A. This Townhome Declaration & First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in Exhibit "A" ("Property", "Townhome Neighborhood", or "Townhomes").

Tax IDs: 03-298-0001, 03-298-0002, 03-298-0003, 03-298-0004, 03-298-0005, and 03-298-0006, 03-298-0009, 03-298-0010, and 03-298-0011

B. On or about February 16, 2024, a Plat Map of Master Community was recorded in the Davis County Recorder's Office as Entry No. 3560999 ("Plat").

C. On or about February 16, 2024, a Declaration of Covenants, Conditions and Restrictions of the Brooks on Main Mixed-Use Master Community was recorded in the Davis County Recorder's Office as Entry No. 3561001 ("Master Declaration").

D. On or about May 28, 2024, a Declaration of Covenants, Conditions and Restrictions of the Brooks on Main Townhomes was recorded in the Davis County Recorder's Office as Entry No. 3561001 ("Townhome Declaration").

E. The Project remains within the Class B Control Period. Declarant desires to amend the Townhome Declaration, as further set forth herein.

F. As authorized by Article 10.1 of the Townhome Declaration, during the Class B Control Period, Declarant may amend the Townhome Declaration in Declarant's sole discretion.

G. The Recitals are hereby included as a part of the First Amendment.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes and executes this First Amendment, which shall be effective as of its recording date.

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.
2. **No Other Changes.** Except as otherwise expressly provided in this First Amendment, the Townhome Declaration, as amended, remain in full force and effect without modification.
3. **Authorization.** The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. **Conflicts.** In the case of any conflict between the provisions of this First Amendment and the provisions of the Townhome Declaration or any prior amendments, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Townhome Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

### **AMENDMENT**

5. The term "Centerville" in Article I(E) is hereby replaced with Bountiful.
6. Pursuant to Articles 8.1 of the Townhome Declaration, the following use restrictions are hereby added to Article VIII of the Townhome Declaration:
  - 8.2 **Rental & Lease Restrictions.** No short-term, overnight, weekend, weekly, or monthly rentals shall be permitted. No Owner may lease their Dwelling for temporary, transient, hotel, seasonal, or similar uses (whether for pay or not), which shall be deemed to be any non-owner occupancy with an initial term of less than twelve (12) months. Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national, or local providers.
    - (a) An Owner may not lease less than the entire Dwelling.
    - (b) The Association may adopt a required addendum to the lease and require that such addendum executed prior to occupation.
    - (c) Residents shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease whether stated or not within said lease.

- (d) If required in the Rules or requested by the Board, a copy of any lease shall be delivered to the Association within the time period provided for in the Rules or by the Board.
- (e) Any Owner leasing their Dwelling who wishes to use a property management company must use a professionally licensed third party property management company, which must be approved in advance by the Association.
- (f) The Owner of a Dwelling shall be responsible for the resident or guests compliance with the Governing Documents. The Owner and resident, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the Non-Owner Occupant. The Association, the Board, the Manager, and any agent of the Association shall not have any liability for any action taken pursuant to this Section and the Owner shall indemnify against all losses and liabilities and pay the defense costs of the Association (with the Association's choice of counsel), the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this Section.

8.3 **Parking Restrictions.** Article 9.5(c) of the Master Declaration is hereby deleted and 9.5 is further supplemented as follows (Article 9.18 still applies):

- (c) The Association may adopt rules further governing the parking and all vehicles in the Property.
- (d) Recreational Vehicles & Equipment may only be parked or stored in a Dwelling's garage.
- (e) Street parking is prohibited except for deliveries, services, and reasonable visiting purposes.
- (f) All Passenger Vehicles should be well maintained with current registration.

8.4 **Pet Restrictions.** No pets or animals of any kind may be bred in or about the Property. Up to two (2) common, domestic household pets may be kept within the Dwelling. Whenever a pet is allowed to leave a Dwelling, it shall be kept on a leash or in a cage. There shall be no exterior structure for the care, housing or confinement of such pets.

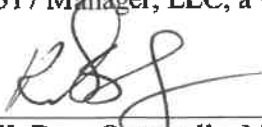
- (a) It is prohibited to leave unattended pet food outside of the Dwelling.
- (b) Pet owners will pick up any droppings by their pets and dispose of them in their own respective trash cans.

- (c) The Board may, by Rule, adopt maximum size limitations and breed restrictions.
- (d) The Board may, by rule, adopt a DNA sampling policy for all animal in the Property, and Owners shall be responsible for any related set-up and violation costs.
- (e) For dangerous conditions or repeated violations of pet restrictions, the pet owner may be required to remove the pet from Property.
- (f) The Board may adopt further rules and policies for management of animals in the Property, including procedures for approval of service/assistance animals.

8.5 No Smoking Permitted. Consistent with the Utah Indoor Clean Air Act, smoking, except within designated smoking areas that may be identified by the Association, is prohibited including within the Dwellings and Limited Common Areas, and all other areas within 25 feet of a Dwelling. Smoking materials, such as cigarette butts, cigar ends, etc. must be properly disposed of by the smoker in a proper receptacle. The term "smoking" includes tobacco products, electronic vaping devices, marijuana products which create smoke, or any other similar device or product that emits smoke or vapor. These restrictions apply regardless of whether the use of the smoking product is based on the user's legal possession of the product. In the event an Owner or occupant violates the prohibition on smoking, the Board shall have authority to issue fines and seek other enforcement actions.


- (a) Any non-owner occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association, eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) damages against the Owner in the amount of \$100 per day for each day (or the maximum amount allowed by law) the tenant remains in the Dwelling as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recording of a lien.
- (b) The Board shall have all additional powers deemed necessary to enforce these provisions. If any of the provisions of this section or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section.

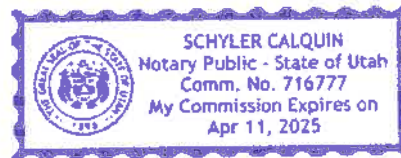
The Brooks, LLC, a Utah limited liability company  
By: 317 Manager, LLC, a Utah limited liability company, its Manager

  
By: K. Beau Ogzewalla, Manager

STATE OF UTAH                    )  
  : ss  
COUNTY OF DAVIS            )

On this 19 day of September 2024, personally appeared before me K. Beau Ogzewalla, who being by me duly sworn, did say that he is a manager for 317 Manager, LLC, which is the manager for The Brooks, LLC, and that the within and foregoing instrument was signed on behalf of said corporations and duly acknowledged to me that they executed the same.

  
Notary Public  
Residing at: Davis County  
My Commission Expires: 01/11/2025



**Exhibit "A"**  
**Legal Description**

Lots 1-6 and Lots 9-11 of the Brooks P.U.D. Plat, recorded on February 16, 2024 in the Davis County Recorder's Office, as Entry No. 3560999.

**Tax IDs:** 03-298-0001, 03-298-0002, 03-298-0003, 03-298-0004, 03-298-0005, 03-298-0006, 03-298-0009, 03-298-0010, 03-298-0011