**FIRST AMENDMENT**

**TO**

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

**THE VILLAGE AT WOLF CREEK**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE AT WOLF CREEK (“**First Amendment**”) is made as of February 20, 2019, by The Villages at Wolf Creek, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

A. On July 18, 2018, the Declarant executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village at Wolf Creek, which was recorded in the Weber County Recorder’s Office on July 26, 2018 as Entry No. 2932712 (the “**Declaration**”).

B. The Declaration was recorded against the Property, which is described under Exhibit “A” to this First Amendment and which comprises that certain residential subdivision known as The Village at Wolf Creek (the “**Project**”)

C. The Declarant wishes to establish an easement for the encroachment of balconies, decks, patios, steps, eaves and any similar improvements that may overhang or extend from any Building over, across or upon adjacent Common Area.

D. Declarant is recording this First Amendment for the sole purpose of adding Subsection 6.3.1 to the Declaration in order to establish such an encroachment easement.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment in their entirety.

2. Building Overhang/Extension Encroachment Easement. Subsection 6.3.1 is hereby added to the Declaration as follows:

6.3.1 Building Overhang/Extension Encroachment Easement. Each Townhome Lot is hereby granted a perpetual, irrevocable and appurtenant easement over, across and upon any and all adjacent portions of the Common Area for any balconies, decks, patios, steps, eaves or any other projections that may overhang or extend from any Building located on such Townhome Lot, provided the design and construction of any such projections shall be consistent with all applicable building codes, and further provided that any eaves shall not extend beyond the eave line of said Building.

3. Capitalized Terms. Unless otherwise defined in this First Amendment, any capitalized terms used in this First Amendment shall be defined as set forth under the Declaration.

4. Effect of First Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain unchanged. This First Amendment shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and together with the Declaration shall be binding upon and shall inure to the benefit of all successors and assigns of the Declarant and all owners of any Lots or Dwellings within the Project.

IN WITNESS WHEREOF, the Declarant, acting pursuant to authority granted under the Declaration, has executed this First Amendment as of the date first set forth above.

The Villages at Wolf Creek, LLC

a Utah limited liability company

By:

Name:

Its:

**ACKNOWLEDGEMENT**

(Declarant’s Signature – The Villages at Wolf Creek, LLC)

STATE OF UTAH )

)ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_\_ day of July in the year 2018, before me

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a notary public, personally appeared

Notary Public Name

, proved on the basis of satisfactory evidence

Name of Document Signer

to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal

|  |  |
| --- | --- |
| Notary Seal | (Signature of Notary)  My Commission Expires: |

Exhibit “A”

to

Amended and Restated Declaration of Covenants, Conditions and Restrictions

for The Villages at Wolf Creek

Legal Description of Property

Any and all real property (including, without limitation, all 62 Lots, all Common Area and all Private Streets) and any easements or improvements located upon such real property (including, without limitation, any and all Dwellings and Common Improvements) located in that certain Planned Residential Unit Development located in Weber County, State of Utah, commonly known as “The Village at Wolf Creek” as identified in that certain Plat Map (as such Plat Map may be substituted or amended) identified as:

The Village at Wolf Creek, a Planned Residential Unit Development, which was recorded in the Weber County Recorder’s Office on April 16, 2002 in Book 55 beginning at Page 68 as Entry No. 1841069.