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E# 2346878 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
09-JUN-08 4:34 PM FEE \$90.00 DEP SPY  
REC FOR: WEST HAVEN HOLDINGS LLC

**FIRST AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE VILLAGE AT CHILD FARM  
A UTAH PLANNED UNIT DEVELOPMENT**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT CHILD FARM, A PLANNED UNIT DEVELOPMENT (hereinafter referred to as "Amendment") is made and executed this June 3, 2008, by West Haven Holdings, LLC, a Utah limited liability company (hereinafter referred to as "Declarant").

**RECITALS**

WHEREAS, on or about January 23, 2008, Declarant recorded a Master Declaration of Covenants, Conditions and Restrictions of the Village at Child Farm, a Planned Unit Development, in the official records of Weber County, State of Utah as entry number 2317094 (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth in this Amendment;

NOW, THEREFORE, for the foregoing purposes, Declarant declares that the Real Property (as defined in the Declaration) shall be subject to this Amendment and that the Real Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

1. Section 1.2 of the Declaration shall be amended and restated as follows:

**Section 1.2. Community Systems** shall mean and refer to any and all non-public utilities, including water (culinary and secondary), sewer (including any pump and lift station used in connection therewith), cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations, lights and fixtures (including those based on containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the community and serving more than one Parcel. The Declarant shall be permitted, but shall not be obligated, to install or cause the installation of Community Systems.

2. Section 1.8 of the Declaration shall be amended and restated as follows:

**Section 1.8 Lot** shall mean and refer to any one of the fifty-four (54) lots of land within the boundary of the Property as shown upon and designated on the Plat.

3. Section 1.11 of the Declaration shall be amended and restated as follows:

**Section 1.11. Master Common Areas** shall mean and refer to all real property located within the Community or easements thereon, together with any improvements thereon in any personal property situated thereat which are actually deeded to, dedicated to, or otherwise acquired by the Master Association, which shall include any and all Community Systems, but which shall not include any portion of the Community owned as common area or limited common area of a Sub-Association as defined in said Sub-Association's Declaration of Covenants, Conditions and Restrictions. Such Master Common Areas shall be designed and intended for the common non-exclusive use of all of the Owners and the public generally. Such Master Common Areas are further defined and set forth in Exhibit "B" attached hereto and incorporated by this reference. Without limiting the generality of the foregoing, it is specifically intended that the Master Common Areas shall include any and all designated subsequent capital improvements made by or at the direction of the Declarant and or the Master Association. Although Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans, exhibits to this Declaration or other means) the Master Common Areas, such identification shall not be required for a portion of the Community to be deemed a Master Common Area hereunder without limiting the generality of any other provisions of this Article in the event that Declarant determines that a particular portion of the Community is or is not a Master Common Area hereunder. Such determination shall be binding and conclusive. It is specifically contemplated that the Master Common Areas may change from time to time in connection with changes in development plans and other factors not known now (including, without limitation, by increase, decrease or transfer to a Sub-Association). Accordingly, reference in this Declaration to the Master Common Area shall be deemed to refer to the same as they may exist from time to time.

4. Section 1.17 of the Declaration shall be amended and restated as follows:

**Section 1.17. Plat** shall mean and refer to the Plat of The Village at Child Farm, A Planned Unit Development, prepared and certified by Pinnacle Engineering, a licensed professional engineer, executed and acknowledged by Declarant, which was recorded in the official records of Weber County, Utah, as entry number 2317093, on or around January 23, 2008; as amended by that First Amended Plat of The Village at Child Farm, A Planned Unit Development, prepared and certified by Pinnacle Engineering, a licensed professional engineer, executed and acknowledged by Declarant, which shall be recorded in the official records of Weber County, Utah.

5. Section 1.22 of the Declaration shall be amended and restated as follows:

**Section 1.22 Unit** shall mean and refer to any one of the fifty (50) unit parcels of land within the Pads upon which a town home is intended to be constructed within the boundary of the Property as shown upon and designated on the Plat. For example, Pad 1 is "approved for 6 townhomes." Upon the completion of the construction of the six townhomes on Pad 1, the Plat shall be updated and amended to number those townhomes constructed on Pad 1 as Units in succession to the previously numbered Units within the boundary of the Property.

6. Section 2.1 of the Declaration shall be amended and restated as follows:

**Section 2.1. Legal Description.** The Real Property comprising the Community, which shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is described in Exhibit A-1 and Exhibit A-2 attached hereto and made a part hereof by this reference. The Property is being subdivided into fifty-four (54) Lots, identified as Lots 1 through 28 and ~~29~~ through ~~275~~ <sup>226</sup>; twelve (12) Pads, identified as Pads 1 through 12; and fifty (50) Units, identified specifically as Units 1 and 2, and generally as those numbers of townhomes approved on the Pads. Declarant may, in its sole discretion, either bring within this Declaration additional lands or withdraw lands pursuant to this Article.

7. Section 4.3 of the Declaration shall be amended and restated as follows:

**Section 4.3. Utility and Community System Easements.** All public or non-public utilities in the Common Areas for the service of the Community shall including, without limitations, telephone, electricity and cable service be installed underground except as otherwise permitted by Declarant. The Declarant, and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems. Notwithstanding the foregoing, however, neither the Declarant nor the Master Association make any representation, warranty, covenant or guaranty as to the quantity or quality of the supply of water through any community water supply system, including, without limitation, any secondary water system.

8. Clause (c) of Section 5.3 of the Declaration was erroneously identified as clause (1) and is hereby amended to correct the appropriate numbering.

9. The Declaration shall be amended to add a new clause (d) of Section 5.3 which shall be as follows:



**Exhibit A-1**

**The Village at Childs Farms PUD Phase 1**

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED SOUTH 89°36'10" EAST 770.54 FEET ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°45'30" EAST 349.05 FEET; THENCE SOUTH 89°14'30" EAST 77.79 FEET; THENCE NORTH 00°45'30" EAST 9.76 FEET; THENCE SOUTH 89°14'30" EAST 33.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 28.39 FEET ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°21'39" (CHORD BEARS SOUTH 44°25'20" EAST 25.54 FEET); THENCE SOUTH 89°36'09" EAST 232.04 FEET; THENCE NORTH 00°23'51" EAST 65.71 FEET; THENCE SOUTH 89°14'30" EAST 111.26 FEET; THENCE SOUTH 00°45'30" WEST 44.53 FEET; THENCE SOUTH 89°14'30" EAST 76.28 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00°47'06" WEST ALONG SAID SIXTEENTH LINE 360.00 FEET TO THE SOUTH LINE OF SAID SECTION 26; AND THENCE NORTH 89°36'10" WEST 547.91 FEET TO THE POINT OF BEGINNING.

CONTAINING: 196,471 SF OR 4.51 ACRES

15-458-0001 to 0020 ✓  
 0029, 0030, 0031  
 15-469-0001 to 0008 ✓

**Exhibit A-2**

**The Village at Childs Farms PUD Phase 2**

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED SOUTH 89°36'10" EAST 770.54 FEET ALONG SECTION LINE AND NORTH 00°45'30" EAST 349.05 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING:

THENCE SOUTH 89°14'30" EAST 77.79 FEET;

THENCE NORTH 00°45'30" EAST 9.76 FEET;

THENCE SOUTH 89°14'30" EAST 33.00 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY 28.39 FEET ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°21'39" (CHORD BEARS SOUTH 44°25'20" EAST 25.54 FEET);

THENCE SOUTH 89°36'09" EAST 232.04 FEET;

THENCE NORTH 00°23'51" EAST 65.71 FEET;

THENCE SOUTH 89°14'30" EAST 111.26 FEET;

THENCE SOUTH 00°45'30" WEST 44.54 FEET;

THENCE SOUTH 89°14'30" EAST 76.28 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26;

THENCE NORTH 00°47'06" EAST 154.36 FEET;

THENCE NORTH 89°58'07" WEST 109.36 FEET;

THENCE NORTH 79°25'16" WEST 23.97 FEET;

THENCE NORTH 89°15'26" WEST 43.29 FEET;

THENCE NORTH 00°49'35" EAST 414.26 FEET;

THENCE NORTH 15°15'25" WEST 67.19 FEET;

THENCE NORTH 30°25'10" WEST 85.20 FEET;

THENCE SOUTH 59°34'50" WEST 362.00 FEET;

THENCE SOUTH 00°45'30" WEST 535.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 260,188 SQ. FT. OR 5.97 AC.

15-470-0001 to 0039 /u