



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LEWIS PEAK PRUD
PHASE 1**

THIS First Amendment to Declaration of Covenants, Conditions and Restrictions for Lewis Peak PRUD Phase 1 (hereinafter referred to as "Amendment") is made and executed this May 12, 2011, by Lewis Peak L.L.C., a Utah limited liability company (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, on or about December 31, 2008, Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Lewis Peak PRUD Phase 1 in the official records of Weber County, State of Utah as entry number 2382892 (the "Original Declaration"); and

WHEREAS, Declarant is the owner of all lots in the Project except lot 18; and

WHEREAS, Declarant desires to amend the Plat and the Original Declaration:

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

1. There shall be no age restrictions in Lewis Peak PRUD. Paragraphs 2 through 4 of Recital "C" shall be removed entirely from the Declaration.

2. Section 3.1 of the Original Declaration shall be amended and restated as follows:

3.1 Description of Improvements. The project consists of 19 Lots as shown on the original and amended Plat. Each of the Lots shall, when improved, contain one detached single family building, which buildings may be single or two story (above ground), except for lot 3-A, which shall be limited to a single story (above ground). Exterior materials may include: stucco, siding, brick, rock, asphalt shingles, and other materials as approved by the Architectural Control Committee. Vinyl siding shall be allowed, but limited to twenty five percent (25%) of the homes constructed. Aluminum siding shall not be allowed. Accessory buildings may be allowed, with HOA and North Ogden City approval. Accessory buildings must be constructed with exterior materials that match the single family residence on the lot.

3. Section 4.1 of the Original Declaration shall be amended and restated as follows:

4.1 Ownership and Maintenance of Lots. Each Owner shall have the exclusive right to construct, improve, reconstruct, and repair the house and other improvements located on his Lot. All construction, improvements, reconstruction and repair must comply with applicable land use planning, regulations and common architectural design approval including, but not limited to a two car garage for each detached single family dwelling. Each lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair.

4. Section 4.6 of the Original Declaration shall be amended and restated as follows:

4.6 Installation and Maintenance of Landscaping and Sidewalks. All common areas located outside the Lots shall be maintained, cleaned, repaired and reconstructed by the Association, and shall be re-landscaped, rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Board of Trustees of the Association, and in accordance with the provisions of this Declaration. Without limiting the generality of the foregoing, the Association shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all Common Areas; (b) re-landscape, re-construct and repair all Common Areas at such time as the same are in a state of disrepair and require replacement. Notwithstanding the foregoing to the contrary, (1) the Association shall not be obligated to maintain any fences or walls located between two Lots, as more fully described in Section 4.7 below. The Association shall not be responsible to install or maintain landscaping on individual lots. The Association shall review and approve individual lot landscape plans prior to installation, to ensure that individual lot landscaping is compatible with other yards in the community. Unless specifically approved as a variance by the Association, front yard tree plantings shall be limited to the park strip area of individual lots.

5. Section 4.14 "Non-Exclusive Easements" shall be removed entirely from the original Declaration.

6. Section 5.6 "Party Walls" shall be removed entirely from the original Declaration.

7. Section 6.5 "No Structural Alterations". The phrase "or to the Maintained Areas on his Lot" shall be removed from the document.

8. Section 6.6 "No Obstructions". The phrase "which include without limitation all of the streets within the Project" shall be removed from the document.

9. Section 6.10 of the Original Declaration shall be amended and restated as follows:

6.10 Pets and Animals. No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas except that small or medium sized domestic dogs and cats, and common household birds, may be kept in or on Lots, subject to the rules and regulations of North Ogden City and those adopted by the Association and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Project upon ten (10) days written notice from the Association. Any pet allowed by the preceding portions of this Section 6.10 may be present on the Common Areas only if on a leash held by a person.

10. Section 6.12 "Parking Areas" shall be removed entirely from the original Declaration.

11. Section 6.13 "Occupancy by Persons 55 Years of Age and Older" shall be removed entirely from the original Declaration.

12. Section 7.1 "Membership". The word "case" shall be changed to "cast".

13. Section 9.2.3 of the original Declaration shall be amended and restated as follows:

9.2.3 Declarants Obligations. Notwithstanding the preceding provisions of this Section 9.2 to the contrary, until nineteen (19) lots have been conveyed by Declarant to purchasers thereof, each Owner shall pay a monthly assessment, which shall be determined by the Board of Directors, and Declarant shall pay each month an amount equal to the remaining balance of the Common Expenses of the Project.

14. Section 14.1 "Expansion of Project". The first sentence of the section shall be amended and restated as follows: "Declarant owns or has an option to purchase certain additional land, which is more specifically described in Exhibit D attached, incorporated here by this reference ("Additional Land")."

IN WITNESS WHEREOF, the undersigned, has executed this instrument on this April 1, 2011.

DECLARANT:

Lewis Peak L.L.C., a Utah limited liability company

By: Lyman Barker
Lyman Barker, Manager

STATE OF UTAH)
 : ss)
COUNTY OF WEBER)

On the May 12, 2011, personally appeared before me, Lyman Barker, duly sworn, who did say that he is the manager of Lewis Peak L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as manager.



[Handwritten Signature]

Notary Public

EXCLUDING BOUNDARY DESCRIPTION PHASE 1 AND 2
BOUNDARY DESCRIPTION PHASE 1

BOUNDARY DESCRIPTION

Beginning at a point on the south line of 1100 North Street, said point being South 00°17'02" West 171.56 feet along the section line and North 89°42'58" West 2403.11 feet from the Northeast Corner of Section 4, Township 6 North, Range 1 West, Salt Lake Base and Meridian and running;

thence South 0°38'30" West 308.84 feet;

thence South 0°59'19" West 366.94 feet;

thence South 89°35'50" East 344.84 feet;

thence South 14°52'34" West 99.08 feet;

thence South 89°39'30" East 380.88 feet;

thence northeasterly 22.82 feet along the arc of a 5.00 foot radius curve to the left, (center bears North 00°26'50" East and long chord bears North 46°50'58" East 20.64 feet through a central angle of 81°11'04");

thence South 86°44'34" East 60.00 feet;

thence South 3°57'26" West 109.87 feet to the north line of Silver Springs Subdivision Phase 4;

thence North 86°44'34" West 119.94 feet along the north line to the Northwest Corner of Lot 45 of Silver Springs Subdivision Phase 4;

thence North 0°41'10" East 24.54 feet;

thence North 89°39'30" West 90.06 feet;

thence southwesterly 23.50 feet along the arc of a 5.00 foot radius curve to the left, (center bears South 0°27'30" West and long chord bears South 46°55'50" West 21.17 feet with a central angle of 89°45'20");

thence North 89°18'50" West 30.00 feet;

thence South 0°41'10" West 0.38 feet;

thence North 89°18'50" West 30.00 feet;

thence northeasterly 23.69 feet along the arc of a 5.00 foot radius curve to the left, (center bears North 89°18'50" West and long chord bears North 44°26'10" West 21.26 feet with a central angle of 90°14'40");

thence North 89°39'30" West 90.68 feet;

thence northeasterly 14.74 feet along the arc of a 230.00 feet radius curve to the right, (center bears North 0°26'50" East and long chord bears North 87°43'22" West 14.74 feet with a central angle of 3°40'16");

thence South 0°32'48" West 119.45 feet;

thence South 6°25'45" West 58.95 feet;

thence South 21°41'20" East 88.05 feet;

thence South 6°06'26" East 60.00 feet;

thence South 88°59'34" West 53.24 feet;

thence northeasterly 126.18 feet along the arc of a 230.00 feet radius curve to the right, (center bears North 6°06'26" West and long chord bears North 80°23'26" West 126.61 feet with a central angle of 51°26'00");

thence South 25°19'34" West 118.75 feet to the north line of North Star Subdivision Phase 6;

thence South 89°39'17" West 115.27 feet along the north line of North Star Subdivision No. 6 to the extension of the east line of Green Meadows Subdivision;

thence North 00°38'30" East 134.04 feet to and along the east line of Green Meadows Subdivision to the south line of 1100 North Street;

thence South 89°39'30" East 66.00 feet along the south line of 1100 North Street to the point of beginning.

Contains: 305,144 square feet, 1.006 acres, 20 LOTS, 3 PARCELS.

11-386-0006 through 0017; 11-386-0019 through 0026; 11-390-0001 through 0004.

Also known as lots 6 through 17, and 19 through 20, and all common areas and those areas maintained by the home owner's association, Lewis Peak PRUD Phase 1. All of lots 1 through 4, Lewis Peak PRUD Phase 1, 1st Amendment. Less and excepting all of lot 18, Lewis Peak PRUD, Phase 1

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