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WHEN RECORDED, MAIL TO:

HWL Bridlewalk, LLC
Attn: Colin H. Wright
500 N. Marketplace Drive, Suite 201
Centerville, UT 84014

08-436-0901 thru 0931, 08-437-0931 thru 0957

**ADDENDUM NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
BRIDLEWALK PLACE AT SUNSET EQUESTRIAN ESTATES**

THIS ADDENDUM NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BRIDLEWALK PLACE AT SUNSET EQUESTRIAN ESTATES (this "Amendment") is made and effective as of the ____ day of May, 2010, by Henry Walker Homes, LLC, a Utah limited liability company (the "Declarant"). This Amendment hereby amends that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Bridlewalk Place at Sunset Equestrian Estates dated January 10, 2008 and filed with the Davis County Recorder on January 17, 2008 as Entry No. 2334673, in Book 4451, Pages 256 through 297 (the "Declaration of CC&Rs"). The capitalized, undefined terms contained herein shall have the same meaning as such terms are given in the Declaration of CC&Rs.

RECITALS

- A. Bridlewalk Place at Kaysville Sunset Equestrian Estates is a residential community located in Kaysville, Utah, Davis County, including that certain real property described in Exhibit A, attached hereto and incorporated herein (the "Property").
- B. Pursuant to Section 9.2.1 of the Declaration of CC&Rs, the Declaration of CC&Rs may be amended during the Declarant Control Period by Declarant for any purpose.
- C. To further advance to purposes of the Declaration of CC&Rs, the Declarant hereby amends the Declaration of CC&Rs as set forth herein.

AMENDMENT

NOW, THEREFORE, the Declarant hereby amends the Declaration of CC&Rs as follows:

- 1. Section 1.22. Section 1.22 of the Declaration of CC&Rs is amended and replaced in its entirety as follows:

"Limited Common Area" shall mean certain portions of the Common Area that are designated as "Limited Common Areas" and assigned for the exclusive use or primary benefit of less than all Units. Limited Common Areas might include such things as entry features, recreational facilities, green space, green courts, parking

spaces, driveways, streets, alleyways sidewalks, landscaped medians and cul-de-sacs, among other things. The Declarant may designate property as Limited Common Area and assign it to particular Units on the recorded plat depicting such property, in the deed conveying such property to the Association in this Declaration, in a writing signed by Declarant which shall be delivered to the Owner and kept as a permanent record of the Association, or in the Supplement by which the property is submitted to the terms of this Declaration. At any time during the Development and Sale Period, the Declarant may assign use of the same Limited Common Area to additional Units. That portion of the Limited Common Area that serves as a driveway for a specific Unit is hereby reserved for exclusive use by the Unit which abuts such Limited Common Area and in no event shall such Limited Common Area be: (1) used for parking or storing of vehicles for more than four (4) hours during any twenty-four (24) hour period, (2) blocked or impeded for any period of time, or (3) used for any purpose other than vehicular and pedestrian access to and from the Unit abutting said Limited Common Area.”

2. Section 7.13 Fences and Hedges. Section 7.13 of the Declaration of CC&Rs is amended and replaced in its entirety as follows:

“7.13 Fences and Hedges. The Declarant shall install a fence around the perimeter of the Property (the “Boundary Fence”). No fences or boundary hedges shall be installed by an Owner without the prior approval of the ARC (as defined in the Master Declaration); provided however, a single wing and side-yard fence may be installed by Owners of Lots around the perimeter of the Property (namely, Lots 901 through 910; 918 through 927; and 931 through 943) separating the rear Common Area abutting said Lots from the rear Common Area abutting adjacent Lots subject to the following requirements: (1) such fence must be of the same height, color and material as the Boundary Fence; (2) such fence shall be positioned so as to run down the midpoint of the Common Area between the adjacent Lots; (3) such fence shall extend perpendicular from the Boundary Fence with the end post stopping at a point that is aligned with the back wall of the residence closest to the Boundary Fence; and (4) access gates must be placed on each side of the fence end post permitting entry from the front/side of each residence. The ARC, with the approval of the Board, may establish common fencing and hedge standards to be applied to all Lots. Modifications to fencing materials and/or color will be permitted only if prior written approval from the ARC is first obtained. In connection with the fencing and hedging requirements, no Owner may place playground equipment, lawn decorations or other items such as trampolines, swing sets, or other structures that would limit the ability to maintain the Common Areas.”

3. Section 7.18 Signs. Section 7.18 of the Declaration of CC&Rs is amended and replaced in its entirety as follows:

“7.18 Signs. No signs, billboards, nor advertising structures may be erected or displayed on any Lot, except that a single sign, not more than 3 feet by 3 feet in size, advertising a specific Lot or house for sale or construction sign, may be displayed on the premises affected; provided however, the Declarant may erect such signs as are deemed necessary by Declarant for its construction and marketing activities, and all such signs must be removed at such time that all the Lots in the subdivision are sold and Declarant has completed its marketing activities. For the avoidance of doubt, signs advertising a house for rent are not permitted on any Lot.”

4. Section 13.14. Snow Storage, Snow Removal and Driveway and Sidewalk Maintenance Easement. Section 13.14 of the Declaration of CC&Rs is amended and replaced in its

entirety as follows:

“13.14 Snow Storage, Snow Removal and Driveway and Sidewalk Maintenance Easement. The Association hereby reserves a snow storage easement for itself and its agents across the front portion of the front yards (and side yards of each corner Unit) and both sides of each driveway and sidewalk of Lots 921, 925 and 931 as may be reasonably required to store snow in the normal course of street snow removal. The Association also hereby reserves and easement for itself and its agents over and across, all exterior concrete surfaces of Units located on Lots 921, 925 and 931 that are outside of the back yard portion of each Unit for the removal of snow and maintenance of concrete, asphalt and other surface materials (the “Association Snow Removal and Driveway and Sidewalk Maintenance Area”). The Association shall be responsible for removal of snow and maintenance of concrete, asphalt and other surface materials within the Association Snow Removal and Driveway Maintenance Area. For the avoidance of doubt, except for Lots 921, 925 and 931, the Association shall have no responsibility or obligation to remove snow from driveway’s patios, porches, individual Unit sidewalks or other concrete or asphalt areas and individual Owners shall have such obligation. With the exception of Lots 921, 925 and 931, the Association’s snow removal responsibility is limited to private streets.”

5. Section 13.15. Landscape Easement. Section 13.15 of the Declaration of CC&Rs is amended and replaced in its entirety as follows:

“13.15 Landscape Easement. The Association hereby reserves a landscape installation, maintenance, replacement and repair easement for itself and its agents over and across all landscaped portions of each Unit for the purpose of installing, maintaining, replacing and repairing landscaping and related improvements such as irrigation systems for each Unit within the Community. The Association shall install, maintain, replace and repair all landscaping on each Unit within the Limited Common Areas and Common Areas (the “Association Maintained Landscape Area”). Without prior written consent of the Association, which may be granted or withheld for any reason or no reason, no Person shall install, maintain, repair replace or otherwise alter any landscaping or other improvements within the Association Maintained Landscape Area of a Unit.”

6. Effect of Amendment. The terms and provisions of the Declaration of CC&Rs are amended and superseded by the terms and provisions of this Amendment to the extent that there is any conflict between these two documents; otherwise, the Declaration of CC&Rs shall remain unchanged and in full force and effect.

7. Exhibits. The Exhibits described in this Amendment and the text of these amendments to the Declaration of CC&Rs are attached hereto and incorporated herein by this reference.

8. Successors and Assigns; Running with the Land. This Amendment is binding upon and inures to the benefit of the Declarant, the Association, the Owners and their respective successors and assigns. This Amendment shall be recorded in the Office of the Davis County Recorder against the Property and shall be deemed to run with the land, shall encumber the same and shall be binding on all successors in the ownership of any portion of the Property.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has executed, delivered and recorded this Amendment as of the date and year first above written.

HENRY WALKER HOMES, LLC,
a Utah limited liability company

By: Colin H. Wright
Name: Colin H. Wright
Title: Manager

STATE OF UTAH)
 : ss.
County of Davis)

On this 26 day of May, 2010, personally appeared before me Colin H. Wright, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is a manager of the Declarant and that said document was signed by him in behalf of the Declarant by authority of its Limited Liability Company Agreement.



Jessica Hogan
NOTARY PUBLIC
My Commission Expires: 09-12-2012

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Bridlewalk Place At Kaysville Sunset Equestrian Estates Plat A recorded as Entry No. 2334670 on January 17, 2008 in Book 4451, Page 250, in the office of the County Recorder of Davis County. Lots 901-930 plus common area.

AND

Bridlewalk Place At Kaysville Sunset Equestrian Estates Plat B recorded as Entry No. 2334671 on January 17, 2008 in Book 4451, Page 251, in the office of the County Recorder of Davis County. Lots 931-956 plus common area.