

WHEN RECORDED, MAIL TO:

RETURNED
NOV 12 2010

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

E 2566399 B 5150 P 997-1000
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/12/2010 02:18 PM
FEE \$46.00 Pgs: 4
DEP RT REC'D FOR HAVENWOOD ESTATES
LLC

11-652-0001-0009; 0011-0013; 0015-0033

**ADDENDUM NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
HAVENWOOD ESTATES, LLC.**

THIS ADDENDUM NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HAVENWOOD ESTATES, LLC (this "Amendment") is made and effective as of the 11 day of November, 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 Havenwood Estates, LLC. dated April 21, 2010 and filed with the Davis County Recorder on April 21, 2010 as Entry No. 2523979, in Book 5008, Pages 533 through 545 (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. Havenwood Estates, LLC. 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 11 of the Declaration of CC&Rs, the Declaration of CC&Rs may be amended if such amendment is approved by two-thirds (2/3) of all the Owners.

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 5.3 (b). Section 5.3 (b) of the Declaration of CC&Rs is amended and replaced in its entirety as follows:

- (b) Landscaping of the Lot. The area within the front of a home or residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. No fences shall be allowed in the front yards and five shrubs.

All front and side yards must be landscaped within six (6) months, and all rear and back yards of a Lot must be landscaped within twelve (12) months after an occupancy permit for the home or residence is obtained.

All front yards must contain two (2) Autumn Blaze maple trees, of at least two-inch (2") caliper, in the park strip in front of the residence. *In lieu of the Autumn Blaze Maple Tree(s) the Chanticleer Flowering Pear Tree(s) may also be installed.*

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 if 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]

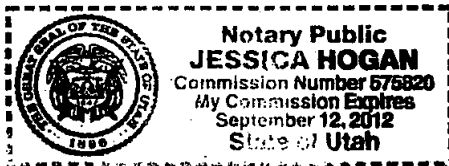
IN WITNESS WHEREOF, the Declarant has executed, delivered and recorded this Amendment as of the date and year first above written.

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 12 day of November, 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: 09-12-12

EXHIBIT A

**Legal Description of
Havenwood Estates**

Legal Description

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9

Lot 11, Lot 12, Lot 13, Lot 15, Lot 16, Lot 17, Lot 18

Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29

Lot 30, Lot 31, Lot 32, Lot 33
