

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR DRAINAGE SYSTEM IN THE  
MEADOW VIEW SUBDIVISION**

08-525-0001 thru  
08-525-0020

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Amendment") is made and executed as of June 27<sup>th</sup>, 2014, by ClearWater Homes, LLC, a Utah limited liability company (the "Declarant").

A. ClearWater Homes, LLC is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Drainage System in the Meadow View Subdivision, recorded FEB 28, 2014 as Entry No. 2792335 in the Official Records of the Office of the Davis County Recorder (the "Declaration").

B. The Declaration governs real property located in Farmington City, Davis County, State of Utah known as the Meadow View Subdivision, which is more particularly described as follows (the "Subdivision"):

A part of the Southwest Quarter of Section 14 and the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Easterly right of way line of 1525 West Street said point being 15.49 feet South 89°46'23" West along the Section Line and 21.13 feet North 0°13'37" West from the Southeast corner of the Southwest Quarter of Section 14, and running thence four (4) courses along said Easterly right of way line as follows: Southerly along the arc of a 281.95 foot radius curve to the right a distance of 41.88 feet (Center bears South 68°32'41" East, delta angle equals 8°30'39", and Long Chord bears South 17°11'59" West 41.84 feet); South 21°27'19" West 82.22 feet to a point of curvature; Southerly along the arc of a 217.00 foot radius curve to the left a distance of 80.08 feet (delta angle equals 21°08'42", Long Chord bears South 10°52'58" West 79.63 feet); and South 00°18'37" West 18.75 feet to the Northerly boundary line of Farmington Ranches Phase 3 Subdivision in Farmington City, Davis County, Utah; thence two (2) courses along said Northerly and Easterly Boundary as follows: South 89°46'26" West 1392.97 feet; and North 00°13'34" West 192.06 feet; to the Southerly boundary line of Lot 702 Spring Creek Estates No. 7, in Farmington City, Davis County, Utah thence four (4) courses along said Southerly Boundary line as follows: North 89°46'23" East 35.59 feet; North 32°08'24" East 23.76 feet; North 63°05'54" East 78.44 feet; and North 45°39'00" East 18.50 feet to the point of curvature on a non-tangent curve (whose center bears North 45°39'00" East) to the Southwesterly right of way line of Spring Meadow Lane; thence Southeasterly along the arc of a 333.00 foot radius curve to the left a distance of 18.66 feet (delta angle equals 3°12'37", Long Chord bears South 45°57'19" East 18.66 feet) along said Spring Meadow Lane; thence North 00°19'12" West 99.96 feet along

the Easterly Boundary lines of Spring Creek Estates No. 3-C and Spring Creek Estates No. 6 in Farmington City Davis County, Utah; thence North 89°46'23" East 1326.56 feet to said Easterly right of Way line of 1525 West Street; thence three (3) courses along said Easterly right of way line as follows: South 06°19'31" West 92.63 feet; South 12°15'00" West 27.22 feet; and South 12°56'40" West 15.78 feet to the point of beginning.

C. Declarant hereby amends the Declaration to clarify that certain provisions of the Declaration cannot be amended.

NOW, THEREFORE, Declarant hereby declares and provides as follows:

1. Declaration Incorporated by Reference. The Declaration in its entirety is hereby incorporated by reference and made a part of this Amendment as though fully set forth herein.

2. Definitions. Unless the context clearly requires otherwise, all the terms which are defined in the Declaration shall carry the same meaning when used in this Amendment.

3. Declarant's Authority. Declarant has the unilateral right to amend this Declaration.

4. Article I, Section 3. The following provision is deleted in its entirety and replaced with the following Article I, Section 3:

Drainage From Adjacent Property. The Farmington Ranches Phase 3 subdivision is located to the south of the Subdivision (the "Adjacent Subdivision"). The Adjacent Subdivision historically has allowed surface water to drain into the Subdivision. Declarant has caused its engineer to design the Drainage System to accommodate the current historical flow of surface water from the Adjacent Subdivision. Declarant and each Owner acknowledges the discharge of surface water based on historical flows from the Adjacent Property into the Subdivision, and agrees to permit such discharge into the Drainage System. Declarant and each Owner are permitting the discharge of surface water from the Adjacent Subdivision at historical flows as an accommodation to the owners of lots in the Adjacent Subdivision (the "Adjacent Lot Owners"). Each Owner agrees to indemnify, defend and hold harmless Declarant from any losses, claims or damages relating in any way to flooding or water damage arising from or relating to the Drainage System, whether through use by the Owners or the Adjacent Lot Owners. The rights of the Farmington Ranches Phase 3 subdivision lot owners to discharge the noted historical water flow into the Meadow View Phase 1 dewatering system shall exist in perpetuity and cannot under any circumstances be voted away or changed by actions of the Declarant, HOA members, or management committee.

5. Article IV, Section 4. The following provision is deleted in its entirety and replaced with the following Article IV, Section 4:

Amendment. The covenants and restrictions of this Declaration shall run with and bind the Subdivision and each Lot therein, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration cannot be amended by the Declarant or the Owners to affect in any way: (a) the Drainage Easement Property in Article I, Section 2, which shall exist in perpetuity; and (b) the historic flow of surface water from the Adjacent Property described in Article I, Section 3 into the Drainage System, which shall exist in perpetuity. Notwithstanding the foregoing, so long as Declarant or its assigns or affiliates own any Lots, Declarant shall have the unilateral right to amend this Declaration to correct technical or clerical errors.

6. Article IV, Section 6. The following provision is inserted as Article IV, Section 6:

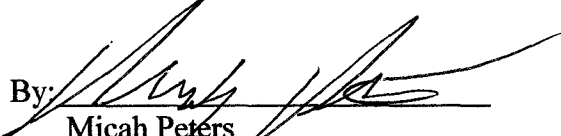
Maintenance. The Association shall have the obligation to maintain the Drainage System in perpetuity.

7. Effective Date. This Amendment shall be effective upon recording in the Office of the Davis County Recorder. Except as herein expressly provided, the Declaration shall remain in all other respects unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

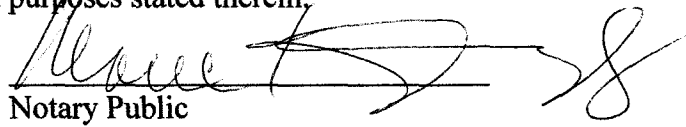
CLEARWATER HOMES, LLC

By:   
Micah Peters  
Its: Managing Member

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the 27<sup>th</sup> day of June, 2014, personally appeared before me Micah Peters, who being by me duly sworn did say that he is the Managing Member of Clearwater Homes, LLC, a Utah limited liability company (the "Company"), and that he executed the foregoing First Amendment to Declaration on behalf of the Company, being duly authorized and empowered to do so by the Operating Guidelines the Company for the uses and purposes stated therein.

My Commission Expires:  
8-26-14

  
Notary Public

