



W3171847

Title Guarantee
955 Chambers St
Suite 240
South Ogden, UT 84403
Order No. 19675

E# 3171847 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
29-Jul-21 0353 PM FEE \$40.00 DEP DAC
REC FOR: TITLE GUARANTEE - LAYTON
ELECTRONICALLY RECORDED

SCRIVENER'S AFFIDAVIT

The undersigned, having been duly sworn, hereby deposes and says as follows:

1. I am a resident of the State of Utah, over the age of twenty-one years and in all respects competent to Testify to the matters contained herein.
2. I am currently employed as an Escrow Officer/ Notary by Title Guarantee, and my job responsibilities include Escrow responsibilities and notarizing documents.
3. I am the notary that notarized that certain **Trust Deed** recorded **April 5, 2021** as **Entry No. Entry No. 3141207**
4. Due to a clerical error said **Trust Deed was recorded without the PUD Rider Attached.**
5. The **Trust Deed should have had the attached PUD rider as a rider to the above stated Trust Deed..**

Property Address: 2432 S. Andover St. West Haven, UT 84401
Tax Serial Number. 15-505-0027

Further affiant sayeth not.

Ashlee Reeder, Escrow Officer / Notary
Title Guarantee

State of Utah)
County Of Weber) SS

SUBSCRIBED AND SWORN before me this 29nd day of July , 2021

NOTARY PUBLIC

Residing At: W. Haven, UT
My Commission Expires: 8-28-2023

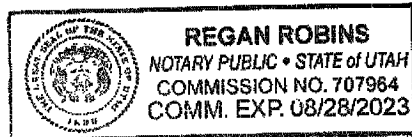


Exhibit "A"
Property Description

Unit 327, The Village at Child Farm P.U.D. Phase 3, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Tax Serial No. 15-505-0027

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of MARCH, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Econ Mortgage LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2432 S ANDOVER ST 327, WEST HAVEN, UTAH 84401
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

Village at Child Farm Townhomes
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.


D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



Tawny F. Dalton (Seal)
-Borrower

