



\*W3295010\*

WHEN RECORDED RETURN TO:  
K.B. FAMILY - ROY, LLC

PO Box 658  
Brigham City UT  
84302

E# 3295010 PG 1 OF 8  
Leann H. Kilts, WEBER COUNTY RECORDER  
17-Aug-23 0456 PM FEE \$40.00 DEP CF  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I  
ELECTRONICALLY RECORDED

TAX ID NOS. 09-509-0001, 09-509-0011 and 09-073-0029

*Space Above for County Recorder's Use*

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

**COURTESY RECORDING ONLY**

Cottonwood Title disclaims any  
liability as to the condition of title  
and as to the content, validity,  
or effects of this document.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “**Amendment**”) is entered into as of July \_\_, 2023 by and among the Owners set forth on the signature page hereto.

**A. WHEREAS**, K.B. Family – Roy, LLC, a Utah limited liability company (“**Declarant**”) and Cedar/Lombard, L.C., a Utah limited liability company entered into that certain Declaration of Covenants, Conditions and Restrictions, dated December 12, 2002, and recorded in the Weber County Recorder’s Office on December 12, 2002 as Entry No. 1896739 in Book 2296 and commencing on Page 6788 (the “**Declaration**”) governing the use of that certain shopping center located in Roy City, Weber County, Utah, as more particularly described in the Declaration (the “**Shopping Center**”). All capitalized terms used, and not otherwise defined herein, have the meanings set forth in the Declaration.

**B. WHEREAS**, subsequent to the Declaration, Declarant sold and transferred various subdivided commercial Parcels located within the Shopping Center.

**C. WHEREAS**, Declarant desires to sell Parcel A (also known as Lot 11), together with all Common Areas adjacent to Parcel A as depicted on **Exhibit A** hereto (the “**Subject Property**”).

**D. WHEREAS**, in connection with the sell of the Subject Property, Declarant desires to amend the Declaration to remove the Subject Property from the Declaration in the manner set forth in this Amendment.

**E. WHEREAS**, Section 6.3 of the Declaration requires consent of the Declarant and each of the Owners of Parcels within the Shopping Center effected by an amendment, for any amendment to the Declaration.

**F. WHEREAS**, the undersigned Owners represent all of the Owners of Parcels at the Shopping Center and each of the undersigned Owners desires to enter into this Amendment on the terms set forth herein.

**NOW THEREFORE**, the undersigned Owners and Declarant hereby make and consent to this Amendment as follows:

**1. Modification of the Subject Property.** The Subject Property (as depicted and described on **Exhibit A** hereto) is hereby removed from Article III of the Declaration and all other sections of the Declaration designating and restricting the building areas on the Subject Property. All Common Areas currently located within the Subject Property (as depicted on Exhibit C to the Declaration) are hereby removed as Common Areas within the Declaration. The intent of the foregoing, is to permit the owner of the Subject Property to construct, own, and operate the Subject Property independent of the remainder of the Shopping Center in perpetuity,

subject only to the sections of the Declaration restricting certain uses and other construction requirements.

**2. Update to Common Areas.** Exhibit C to the Declaration is hereby amended to delete all Common Areas located on the Subject Property. Accordingly, the proportionate share of Common Area expenses for all Owners will be adjusted to reflect the reduction in Common Area square footage.

**3. Effect.** Except as set forth above, the Declaration shall remain as presently constituted.

[SIGNATURES TO FOLLOW]

**ACKNOWLEDGMENT AND CONSENT OF OWNER**

**WICKER CORP**, a Utah corporation, acknowledges, consents to and agrees to the provisions of the foregoing Amendment.

**WICKER CORP**,  
a Utah corporation

By: James V. Anderson  
Name: James V. Anderson  
Its: Owner

STATE OF UTAH  
COUNTY OF Davis

On the 15 day of August, 2023, personally appeared before me  
James Anderson, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[Signature]

NOTARY PUBLIC

Residing at: 374 S. 750 E. Layton, UT 84041

My Commission Expires: 05/26/2026



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

**DECLARANT**

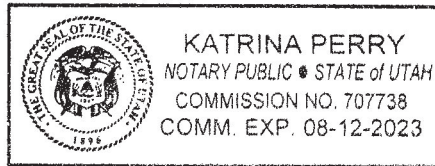
KB FAMILY – ROY, LLC, a Utah limited liability company

By: David A Lloyd  
Name: David A Lloyd  
Its: Authorized Person

STATE OF UTAH  
COUNTY OF Box elder

On the 4<sup>th</sup> day of August, 2023, personally appeared before me Katrina Perry, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Katrina Perry  
NOTARY PUBLIC  
Residing at: Sandy ut  
My Commission Expires: 8-12-23



**ACKNOWLEDGMENT AND CONSENT OF OWNER**

**C & N ROY DT, LLC**, a Utah limited liability company, acknowledges, consents to and agrees to the provisions of the foregoing Amendment.

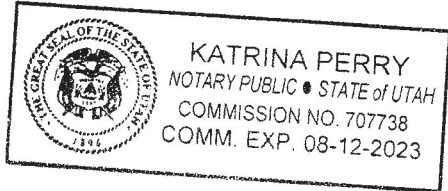
**C & N DT ROY, LLC**,  
a Utah limited liability company

By: [Signature]  
Name: RYAN FORESYTH  
Its: Manager

STATE OF UTAH  
COUNTY OF Box Elder

On the 4<sup>th</sup> day of August, 2023, personally appeared before me Katrina Perry, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Perry UT  
My Commission Expires: 8-12-23





ACKNOWLEDGMENT AND CONSENT OF OWNER

CEDAR/LOMBARD, LC, a Utah limited liability company, acknowledges, consents to and agrees to the provisions of the foregoing Amendment.

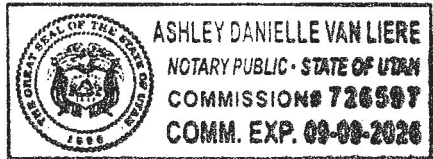
CEDAR/LOMBARD, LC,  
a Utah limited liability company.

By: [Signature]  
Name: FRANK CHRISTIANSON  
Its: MANAGER

STATE OF UTAH  
COUNTY OF SL

On the 4<sup>th</sup> day of August, 2023, personally appeared before me Frank Christianson, the signer of the within instrument, who duly acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: West Jordan, UT  
My Commission Expires: 9-8-2024



**EXHIBIT A**  
**Subject Property**

**PARCEL 1:**

All of Lot 1, KENT'S, a Commercial Subdivision, according to the official plat thereof as recorded in the office of the Weber County Recorder on November 20, 2002 as Entry No. 1890823 in Book 57 at Page 6.

**PARCEL 2:**

All of Lot 11, KENT'S, a Commercial Subdivision, according to the official plat thereof as recorded in the office of the Weber County Recorder on November 20, 2002 as Entry No. 1890823 in Book 57 at Page 6.

**PARCEL 3:**

A parcel of land being part of the Southeast quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:  
Beginning West 1320 feet and North 450 feet from the Southeast corner of said quarter section; thence West 16.5 feet; thence North 250 feet; thence East 16.5 feet; thence South 250 feet to the beginning.

