

E 3566845 B 8475 P 902-905
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/5/2024 3:21 PM
FEE 40.00 Pgs: 4
DEP JMF REC'D FOR WALL
FARM HOMEOWNERS ASSOC

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
EVANS, GROVER & BEINS, P.C.)
P.O. BOX 160)
52 WEST MAIN STREET)
TREMONTON, UTAH 84337)

RETURNED
APR 05 2024

09-457-0001 thru 70006

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") is made on this 12 day of February, 2024, by Thomas Kano, President and Director of WALL FARM HOMEOWNERS ASSOCIATION (hereafter "Amendment Declarant").

RECITALS

A. On April 27, 2021, Wall Farms Homeowners Association (hereafter "Association") was duly formed by filing Articles of Incorporation with the Utah Division of Corporations.

B. On June 4, 2021, a Declaration of Covenants, Conditions and Restrictions for Wall Farm (hereafter "Original Declaration"), a private subdivision in Davis County was recorded with the Davis County Recorder covering real property legally described on Exhibit "A" attached hereto;

C. The Declarant in the Original Declaration was identified as North Ogden Retail, LLC (hereafter "Original Declarant");

D. The Original Declarant has conveyed and transferred all its interest in the Wall Farm Subdivision and the Association;

E. The Association now desires to amend certain paragraphs of the Original Declaration, specifically those requiring the Association to keep in full force and effect errors and omission insurance;

F. In accordance with paragraph 15.5 of the Original Declaration and UCA §57-8a-104, at least 67% of the current lot owners have signed a written consent agreeing to the amendments stated herein;

AMENDED DECLARATION PARAGRAPHS

NOW, THEREFORE, Amendment Declarant hereby states and certifies that the following paragraph amendments were duly adopted by at least 67% of the Owners through written affirmative consent obtained within 90 days of each other.

1. The Association hereby revokes paragraph 7.5 of the Original Declaration titled "Liability of the Board", and substitutes, publishes, and declares the following as a substitute paragraph therefore:
 - 7.5 **Liability of Board.** The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful and gross: misfeasance, malfeasance, misconduct, or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer of member of the Board, may be entitled.

2. The Association hereby revokes paragraph 10.1 of the Original Declaration titled "Types of Insurance", and substitutes, publishes and declares the following as a substitute paragraph therefore:
 - 10.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by a company licensed to do business in the State of Utah:
 - (a) **Public Liability and Property Damage Insurance.** The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Common Area, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal

injury, death and property damage.

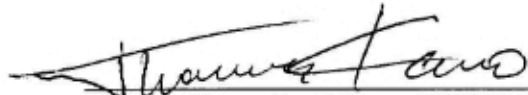
(b) [Reserved]

- 3. Except as hereinabove modified and changed, the Association hereby ratifies, approves, and confirms said Original Declaration.

The Amendment Declarant signed below hereby certifies that the vote required by the Declaration has occurred, which properly approved the amendments and that these amendments were duly adopted by at least 67% of the Owners through written affirmative consent.

Executed this 12 day of February, 2024.

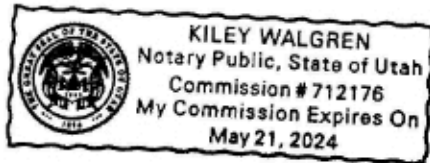
WALL FARMS HOMEOWNERS ASSOCIATION

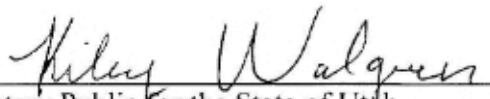


 Thomas Kano, President and Director

State of Utah)
 : ss.
 County of Box Elder)

The foregoing instrument was acknowledged before me this 12th day of February, 2024 by THOMAS KANO, who personally appeared before me and acknowledged to me that he is authorized to, and did in fact execute this document as President and Director of Wall Farms Homeowners Association.





 Notary Public for the State of Utah
 Commission No. 712176
 My Commission Expires: May 21, 2024

EXHIBIT A

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AS WITNESSED BY AN EXISTING OLD FENCE, SAID POINT BEING LOCATED NORTH 89°28'00" WEST ALONG QUARTER SECTION LINE 1324.10 FEET (1323.182 FEET BY RECORD) FROM THE EAST QUARTER CORNER OF SAID SECTION 14, AND RUNNING THENCE SOUTH 89°28'00" EAST ALONG QUARTER SECTION LINE 247.56 FEET; THENCE SOUTH 277.12 FEET TO THE NORTH LINE OF CHERRY LANE; THENCE NORTH 88°27'53" WEST 136.05 FEET; THENCE NORTH 88°00'00" WEST 112.49 FEET; AND THENCE NORTH 00°11'06" EAST (NORTH 00°10'40" EAST BY RECORD) ALONG THE ONE-SIXTEENTH LINE OF SAID QUARTER SECTION 271.86 FEET (271.85 FEET BY RECORD) TO THE POINT OF BEGINNING.

CONTAINING 68,133 SQ. FT. (1.564 ACRES)

09-457-0001-70006