

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
STATION POINT
(Davis County, Utah)**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Station Point (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Station Point recorded January 15, 2025, as Entry No. 3602396 in the office of the Davis County Recorder, as amended ("Declaration"), and is hereby adopted by Henry Walker Development, LLC ("Declarant") and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

- A. This First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached Exhibit "A" ("Property");
- B. Pursuant to Article 1.18 of the Declaration, the Property remains within the Declarant Control Period.
- C. As authorized by Article 12.2 of the Declaration, during the Declarant Control Period, Declarant may amend the Declaration in Declarant's sole discretion.
- D. The Recitals are hereby included as a part of the First Amendment.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration, as amended, remains in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) they have read the First Amendment, (ii) they have authority to act for the entity designated below, and (iii) they shall execute the First Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration or any prior amendments, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing

provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENT

5. Article 9.4.2 of the Declaration is hereby deleted in its entirety.

HENRY WALKER DEVELOPMENT, LLC (the Declarant)

By: _____
Its: Manager



STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On this 16th day of NOV., 2025, personally appeared before me Owen Fisher, who being by me duly sworn, did say that they are a manager for Henry Walker Development, LLC, and that the within and foregoing instrument was signed on behalf of said limited liability company and duly acknowledged to me that they executed the same.


Notary Public
Residing at: Davis County, UT
My Commission Expires: 04/25/2028

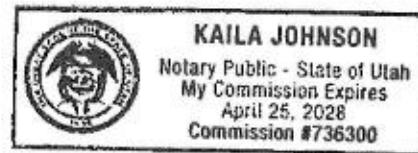


EXHIBIT "A"
Legal Description

Parcel Nos.: 08-711-0001 thru 08-711-0005, 08-711-0007 and 08-711-0008

BEGINNING AT A POINT ON THE WESTERLY LINE OF 1100 WEST, SAID POINT BEING SOUTH 0'12'25" WEST 304.92 FEET ALONG THE SECTION LINE, AND NORTH 89'47'35" WEST 66.00 FEET, FROM THE EAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WESTERLY LINE SOUTH 0'12'25" WEST 273.13 FEET; THENCE NORTH 34'22'07" WEST 331.72 FEET TO THE SOUTHERLY LINE OF THE AVENUES AT THE STATION SUBDIVISION; THENCE ALONG SAID SUBDIVISION, SOUTH 89'47'35" EAST 188.25 FEET, TO THE POINT OF BEGINNING;

CONTAINING 25,703 SQUARE FEET, OR 0.5902 ACRES, MORE OR LESS