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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
01/26/2026 10:58:22 AM
FEE: \$158.00 Pgs: 5
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

WHEN RECORDED MAIL TO:

Clifton Townhomes NSL, LLC
45 E. Center Street, Suite 004
North Salt Lake, UT 84054

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CLIFTON PLACE NORTH
PUD PHASE 1 AND PHASE 2**

In Reference to Tax ID Number(s):

06-462-0101 through 06-462-0146 (Phase 1)
06-469-0201 through 06-469-0224 (Phase 2)

After Recording Return to:
45 E. Center Street, Suite 004
North Salt Lake, UT 84054

3651967
BK 8919 PG 409

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CLIFTON PLACE NORTH PUD PHASE 1 AND PHASE 2

This FIRST AMENDMENT ("Amendment") to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") for Clifton Place North PUD, including Phase 1 and Phase 2 is made and entered into this 19 day of January, 2026 by Clifton Townhomes NSL, LLC, a Utah limited liability company ("Declarant"), and becomes effective when recorded with the Davis County Recorder's Office.

RECITALS

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for Clifton Place North PUD subdivisions including phase 1 recorded on September 27, 2024, and phase 2 recorded on August 1, 2025 in the official records of Davis County, Utah, is hereby amended by this First Amendment; and

WHEREAS, Declarant desires to update Section 7.1 (b) regarding snow removal services provided by the association and Section 9.14 regarding the use of barbecues and other open-flame devices on porches and decks; and

WHEREAS, pursuant to the Declaration, including without limitation the Declarant rights and Class B control provisions set forth therein, Declarant retains the right to unilaterally amend the Declaration without the consent or approval of the Association or any Owner so long as such Declarant rights remain in effect;

NOW, THEREFORE, the Declaration is hereby amended as follows:

AMENDMENT TO SECTION 7.1 (b)

Section 7.1 (b) is hereby deleted and replaced with the following:

7.1 (b) Snow Removal. The Association may adopt Rules to add further detail with regard to specific snow removal services provided by the Association. Notwithstanding the foregoing, it is the intent that the Association shall generally provide snow removal for all Common Areas, including sidewalks located within the Common Areas, and for driveways serving Living Units which may be located within limited common areas within the Property. The Association may make reasonable and prudent efforts to contract with a third party for the removal of snow from such areas. Unless the Board elects otherwise, the Association shall not provide snow removal for Limited Common Areas or other portions of an Owner's Lot, including, without limitation, private walkways, entry paths, or pedestrian access ways leading exclusively to an Owner's Living Unit. Owners shall be solely responsible for snow and ice removal within such Limited Common Areas and other applicable areas on their Lot and shall take reasonable precautions with respect to ice and ice accumulation. The work of removing snow may be delegated to a third-party contractor, who shall exercise reasonable discretion with respect to the timing, frequency, and extent of snow removal based on weather conditions and accumulation. To the fullest extent permitted by law, the Association shall not be responsible for or liable for the acts or omissions of such third-party contractor in connection with snow removal services.

AMENDMENT TO SECTION 9.14

Section 9.14 is hereby deleted and replaced with the following:

9.14. Patio / Deck Use; No Outdoor Storage; Fire Safety.

No observable outdoor storage of any kind shall be permitted on patios, balconies, porches, front yards, or other exterior areas visible from Common Areas or other Lots/Units, except (i) reasonable patio furniture in good condition, and (ii) seasonal planters or decorations as permitted by the Architectural Committee ("Committee"). All permitted items must be neat, clean, and maintained in good repair and shall conform with standards adopted by the Committee.

(a) Open Flame / Combustible-Device Restriction.

Open flame cooking devices and fuel-fired devices, including grills, fire pits, and similar equipment, shall be used and stored only in locations that comply with all applicable fire codes, manufacturer clearance requirements, and insurance requirements, and in no event closer than ten (10) feet from any Living Unit or structure. Such devices are expressly prohibited on balconies, decks, or porches where required clearances cannot be maintained.

GENERAL PROVISIONS

Except as expressly modified herein, all other terms, conditions, and provisions of the Declaration remain unchanged and in full force and effect.

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration to be executed by its duly authorized president and secretary on this 19 day of January, 2026.

Clifton Townhomes NSL, LLC

By

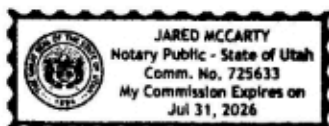
Nathan W. Pugsley

Brighton Homes Utah II, LLC, Manager

State of Utah)

County of DAVIS)

On the 19 day of January 2026, personally appeared before me Nathan W. Pugsley who by me being duly sworn, did say that he is the President of Brighton Homes Utah II, LLC, Manager of Clifton Townhomes NSL, LLC, and that the foregoing instrument is signed and executed by authority of the consent of its members.



Notary Public JL mcs

Residing in 46 E CENTER ST #4 NSL, UT 84054

My commission expires:

JULY 31, 2026

EXHIBIT A

Legal Description of Property Owned by CLIFTON TOWNHOMES NSL, LLC

RESIDENTIAL PORTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET, SAID POINT BEING 774.05 FEET SOUTH $00^{\circ}43'42''$ EAST AND 2388.31 FEET NORTH $89^{\circ}16'18''$ EAST FROM THE CENTER OF SAID SECTION 34 (CENTER BEING $N00^{\circ}43'42''W$ 2726.29 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET THE FOLLOWING FOUR (4) COURSES: (1) SOUTH $89^{\circ}49'56''$ WEST 285.29 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 216.00 FEET, AN ARC LENGTH OF 43.00 FEET, A DELTA ANGLE OF $11^{\circ}24'22''$, A CHORD BEARING OF SOUTH $84^{\circ}07'45''$ WEST, AND A CHORD LENGTH OF 42.93 FEET; (3) SOUTH $77^{\circ}36'15''$ WEST 72.74 FEET; AND (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 34.00 FEET, AN ARC LENGTH OF 7.36 FEET, A DELTA ANGLE OF $12^{\circ}24'10''$, A CHORD BEARING OF SOUTH $83^{\circ}48'20''$ WEST, AND A CHORD LENGTH OF 7.35 FEET TO THE EASTERLY LINE OF LOT 102 OF FOXBORO NORTH PLAT 1; THENCE NORTH $00^{\circ}37'35''$ WEST 460.10 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT H; THENCE SOUTH $89^{\circ}48'29''$ EAST 414.92 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT G; THENCE DUE SOUTH 342.20 FEET; THENCE SOUTH $89^{\circ}44'12''$ WEST 3.56 FEET; THENCE DUE SOUTH 94.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 181,542 SQUARE FEET OR 4.168 ACRES.

(NAD83 BEARING OF $N00^{\circ}26'35''W$ BETWEEN THE CENTER AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST)

Now known as Lots 101 through 146, Clifton Place North PUD ~~Phase 1~~ and
Lots 201-224, Clifton Place North PUD Phase 2 Phase I