

When Recorded Return To:  
Holmes Lakeview Estates, LLC  
126 West Sejo Lily Dr., Ste. 250  
Sandy, Utah 84070

Ent 532928 Bk 1442 Pg 1816-1820  
Date: 31-MAY-2023 10:01:15AM  
Fee: \$134.00 Check Filed By: KM  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: HOLMES HOMES INC

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
LAKEVIEW ESTATES**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEVIEW ESTATES (the "**First Amendment**") is executed and adopted by Holmes Lakeview Estates, LLC (the "**Declarant**").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for Lakeview Estates was recorded on March 21, 2022 as Entry No. 516851 in the office of the Wasatch County Recorder (hereinafter the "**Declaration**").

B. This First Amendment affects the real property located in Wasatch County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to clarify the Association's maintenance and management obligations relating to the retaining walls throughout the Project located on Common Areas and private Lots.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control.

F. As of the date of the recording of this First Amendment, the Period of Declarant Control remains in effect.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Wasatch County Recorder's office.

**(1) Amendment No. 1.** Section 4.7 of Article IV shall be added to the Declaration as follows:

4.7. **Retaining Wall Easement.** All Lot Owners, by consenting to the terms of this Declaration by the purchase of a Lot in the Project hereby grant and convey to the Association a permanent and nonexclusive easement over and across

their Lot for the access, maintenance, repair and replacement of the retaining walls that are located on their Lot. Each Owner hereby acknowledges and agrees that a retaining wall may be connected to an adjacent Owner's Lot. Therefore, each Owner also grants and conveys to the adjacent Lot Owner that shares the retaining wall an easement over and upon its Lot for the purpose of maintaining the retaining wall in order to maintain the structural integrity of the overall retaining wall system. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the retaining wall and the performance of the Association and each Owner's obligation to maintain and repair the retaining wall. Each Owner agrees that no fencing shall be placed in or around the retaining walls that would hinder the Association or adjacent Owner's ability to maintain, repair, or replace the retaining wall system.

(2) **Amendment No. 2.** The following language shall be added to the end of the first sentence of Article VII, Section 7.1 of the Declaration:

“; and (vi) all retaining walls throughout the Project whether located on Common Area or on private Lots.”

(3) **Amendment No. 3.** The following paragraph shall be added to the end of Section 7.2 of Article VII of the Declaration:

“Each Owner shall also be responsible to maintain the landscaping on their Lot, as well as the irrigation watering schedule for each Lot. Owners are required to maintain positive drainage away from any retaining walls that may be located on their Lot and keep such areas clear of debris. Owners shall install and operate irrigation lines in a manner that won't adversely affect the integrity of retaining walls. Owners are required to immediately notify the Association of any deterioration of the retaining walls located on their Lot.”

(4) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(5) **Incorporation & Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

\* \* \* \*

IN WITNESS WHEREOF, Declarant has executed this First Amendment this 17 day of May, 2023.

**DECLARANT**  
**HOLMES LAKEVIEW ESTATES, LLC**  
a Utah limited liability company  
*By its General Manager Holmes Homes, Inc*

By: [Signature]

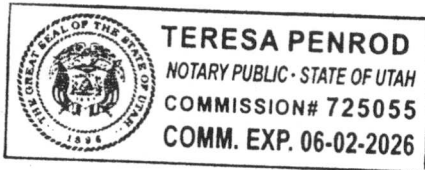
Name: Eric K. Davenport

Its: Secretary

STATE OF UTAH )  
) ss. COUNTY OF Salt Lake )

On the 17 day of May, 2023, personally appeared before me Eric K. Davenport who by me being duly sworn, did say that she/he is an authorized representative of Holmes Lakeview Estates, LLC, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: [Signature]



**EXHIBIT A**  
Legal Description

All of **LAKEVIEW ESTATES, PHASE 1** according to the official plat on file in the office of the Wasatch County Recorder as Entry Number 516849.

Including Lots 101 through 110

**Parcel Numbers: 00-0021-7285 through 00-0021-7294**

All of **LAKEVIEW ESTATES, PHASE 2** according to the official plat on file in the office of the Wasatch County Recorder.

Including Lots 201 through 225

More particularly described as:

A parcel of land lying and situate in the Northwest Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Comprising a 8.98 acre portion of Wasatch County Tax Parcel 00-0021-8159 described in that certain Warranty Deed recorded as Entry #467738 of the Wasatch County Records. Basis of Bearing for subject parcel being GEODETIC NORTH as determined by GPS or North 89°36'36" East 5328.77 feet measured between the Northwest and Northeast Corners of said Section 17. Subject parcel being more particularly described as follows:

Commencing at the BLM 1994 aluminum cap monument monumentalizing the North Quarter Corner of said Section 17, Thence South 89°36'52" West 1309.68 feet coincident with the north line of the Northwest Quarter of said Section 17 to a point on the west sixteenth section line; Thence South 00°29'05" West 880.53 feet coincident with said sixteenth section line to a number five rebar and cap stamped "PLS 356548" and the True Point of Beginning;

Thence North 89°31'55" East 348.45 feet coincident with the south boundary of Deer Waters Phase 1 Subdivision; Thence South 25°35'00" East 45.77 feet coincident with the west boundary of Deer Waters Phase 1 1st Amended; Thence the following six (6) courses coincident with Lakeview Estates, Phase 1, 1) South 59°42'2" West 19.86 feet; 2) South 46°55'49" East 73.40 feet; 3) South 12°27'05" East 38.46 feet; 4) South 25°35'54" East 210.23 feet; 5) South 26°16'25" East 51.00 feet; 6) South 25°35'00" East 70.00 feet; Thence South 64°25'00" West 90.67 feet; Thence South 71°23'03" West 51.38 feet; Thence South 64°25'00" West 93.00 feet; Thence South 25°35'00" East 195.00 feet; Thence North 64°25'00" East 5.00 feet; Thence South 25°35'00" East 188.57 feet to a number five rebar and cap stamped "PLS 356548"; Thence South 89°26'52" West 519.86 feet to a number five rebar and cap stamped "R POHL"; Thence coincident with the West Sixteenth Section Line North 00°29'05" East 879.16 feet to the point of beginning.

Contains 391,291 sq. ft. or 8.98 acres and 25 Lots.

**Parcel Numbers: Not Yet Assigned**

All of **LAKEVIEW ESTATES, PHASE 3** according to the official plat on file in the office of the Wasatch County Recorder.

Including Lots 301 through 334

More particularly described as:

A parcel of land lying and situate in the Northwest Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Comprising the remaining 11.68 acre portion of Wasatch County Tax Parcel 00-0021-8159 described in that certain Warranty Deed recorded as Entry #467738 of the Wasatch County Records. Basis of Bearing for subject parcel being GEODETIC NORTH as determined by GPS or North 89°36'36" East 5328.77 feet measured between the Northwest and Northeast Corners of said Section 17. Subject parcel being more particularly described as follows:

Commencing at the BLM 1994 aluminum cap monument monumentalizing the North Quarter Corner of said Section 17, Thence South 89°36'52" West 1309.68 feet coincident with the north line of the Northwest Quarter of said Section 17 to a point on the west sixteenth section line; Thence South 00°29'05" West 880.53 feet coincident with said sixteenth section line to a number five rebar and cap stamped "PLS 356548"; Thence North 89°31'55" East 617.04 feet to the True Point of Beginning; Thence North 89°31'55" East 518.45 feet coincident with the south boundary of Deer Waters Phase 2 Subdivision; Thence South 00°08'33" West 877.42 feet; Thence South 89°26'52" West 620.91 feet; Thence the following six (6) courses coincident with the boundary of Lakeview Estates Phase 2, 1) North 25°35'00" West 188.57 feet; 2) South 64°25'00" West 5.00 feet; 3) North 25°35'00" West 195.00 feet; 4) North 64°25'00" East 93.00 feet; 5) North 71°23'03" East 51.38 feet; 6) North 64°25'00" East 90.67 feet to a point on the boundary of Lakeview Estates Phase 1; Thence the following eleven (11) courses coincident with said Phase 1: 1) South 25°35'00" East 26.58 feet; 2) North 64°38'28" East 103.90 feet; 3) North 18°02'55" East 119.39 feet; 4) South 77°08'51" East 22.09 feet; 5) North 10°00'39" West 125.81 feet; 6) South 68°47'25" West 8.57 feet; 7) North 21°12'35" West 70.00 feet; 8) North 68°47'25" East 5.00 feet; 9) North 21°12'35" West 70.00 feet; 10) South 68°47'25" West 5.00 feet; 11) North 21°12'35" West 63.50 feet to the point of beginning.

Contains 508,811 sq. ft. or 11.68 acres and 34 Lots

**Parcel Numbers: Not Yet Assigned**