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E# 3175614 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
13-Aug-21 10:26 AM FEE \$266.00 DEP PC
REC FOR: SMITH KNOWLES PC
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS AND NOTICE OF BULK RATE CONTRACT**

For

Village at Prominence Point Townhomes

(A Neighborhood Sub-association within the Village at Prominence Point Master Community)

In Weber County, Utah

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Village at Prominence Point Townhomes, A Neighborhood Sub-association within the Village at Prominence Point Master Community (this "First Amendment") is hereby adopted by Meritage Companies, LLC and NOC 1700, LLC Utah limited liability companies (successor to Mountain Vista Trails, LLC), the Declarant, pursuant to that certain Declaration of Covenants, Conditions & Restrictions of Village at Prominence Point Townhomes, a Sub-association with the Village at Prominence Point Townhomes recorded on March 4, 2021 in Weber County Recorder's Office, as Entry No. 3131641 ("Declaration") and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns real property located in Weber County, Utah and more particularly described on **Exhibit "A"** attached hereto ("Property").

(B) The Project remains within the Class B Control Period, as defined in Article VII of the Declaration. Also, in accordance with Article 19.8 of the Declaration, the Declarant may amend the Declaration at any time during the Class B Control Period at the sole discretion of the Declarant

(C) On or about January 22, 2015, a Plat Map depicting certain real property located in Weber County, Utah ("Property", "Master Community" or "Project") was recorded in the Weber County Recorder's Office as Entry No. 2718843 ("Master Plat").

(D) On or about November 9, 2017, a Declaration of Covenants, Conditions, and Restrictions of Village at Prominence Point, as amended ("Enabling Declaration") was recorded in the Weber County Recorder's Office as Entry No. 2889108

(E) On or about October 15, 2019, a First Amended & Restated Master Declaration of Covenants, Conditions, and Restrictions of Village at Prominence Point, as amended ("Master Declaration") was recorded in the Weber County Recorder's Office as Entry No. 3009574.

(F) On or about March 4, 2021, the Declaration for Village at Prominence Point Townhomes subassociation was recorded in the Weber County Recorder's Office as Entry No. 3131641.

(G) On or about March 4, 2021, the Bylaws for Village at Prominence Point Townhomes subassociation was recorded in the Weber County Recorder's Office as Entry No. 3131641.

(H) The Declaration currently allows Declarant to enter into bulk rate service contracts for all Phases of the Townhome Subdivision pursuant to Article II Section 2.10.

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 remains in full force and effect without modification.
3. **Conflicts.** In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified to accomplish the purpose and intent of this First Amendment.

AMENDMENT

4. Article 2.10, is hereby deleted in its entirety and replaced with the following:

2.10 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Master Community through recordation of a plat, which includes the dedication of certain utility easements to the City or County, may negotiate terms with service providers that desire to install infrastructure (e.g. internet, cable, fiber, phone, satellite, solar power, etc.) to provide services to owners in the Master Community or Sub-Association.

- (a) Any income gained from these negotiations with service providers by Declarant may be retained by the Declarant or assigns, even after the Control Period. Further, the Master Association, Sub-Association or Owner may enter into additional contracts with third party companies related to the provisions of utilities and related services for the benefit of owners in the Master Community as long as any such contract does not conflict with this Declaration. Regardless, Owners contracting with individual third-party providers will still be required to pay any normal and customary access fee for Bulk Rate Contract services entered into by Declarant. Declarant may assign the rights under any such Bulk Rate Contract to a third party or subsidiary.
- (b) Declarant has or will enter into a bulk rate contract for cable/internet services through a third-party provider. As of the date of the recording of this First Amendment, Phases 1 and 2 of the Association have been completed or partially completed with Lots sold to purchasing owners.

Phase 3 is not yet completed, and Lots in Phase 3 are in the process of being marketed for sale. The cable/internet bulk rate contract services which are subject to the Notice of Bulk Rate Contract, attached as **Exhibit "B"** hereto, shall apply to lots in Phase 3 upon the sale to a buyer. Lots in Phases 1 and 2 shall not be subject to the Bulk Rate Contract below until the Lot is sold or transferred to a third party, at which time the Lot shall be subject to the requirement to participate in the Bulk Rate Contract.

IN WITNESS WHEREOF, the undersigned Declarant has executed First Amendment to the Declaration of Covenants, Conditions and Restrictions the day and year first above written.

**DECLARANT:
MERITAGE COMPANIES, LLC**

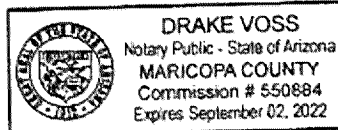
[Handwritten Signature]
By: Jack A. Barrett
Its: Manager

STATE OF Arizona)
:SS
COUNTY OF Maricopa

On this day of August 2021, personally appeared before me Drake Voss, known to me to be the Manager of Meritage Companies, LLC, and known to me to be the person who executed the within instrument on behalf of said entity.

[Handwritten Signature]

NOTARY PUBLIC



**DECLARANT:
NOC 1700, LLC**

[Handwritten Signature]
By: Dawn Barrett
Its: Manager

STATE OF Arizona)
:SS
COUNTY OF Maricopa

On this day of August 2021, personally appeared before me Drake Voss, known to me to be the Manager of NOC1700, LLC, and known to me to be the person who executed the within instrument on behalf of said entity.

[Handwritten Signature]

NOTARY PUBLIC

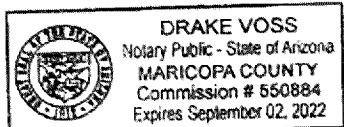


Exhibit "A"
Legal Description

TOWNHOMES PARCEL 1

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING S00°20'01"W ALONG THE SECTION LINE, 160.33 FEET AND S89°39'59"E 3491.19 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 161.47 FEET; THENCE EAST 286.43 FEET; THENCE S87°01'08"E 57.49 FEET; THENCE S89°17'42"E 38.42 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 860.10 FEET, AN ARC LENGTH OF 79.81 FEET, A DELTA ANGLE OF 05°19'00", A CHORD BEARING OF S14°24'16"W, AND A CHORD LENGTH OF 79.78 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 856.99 FEET, AN ARC LENGTH OF 48.43 FEET, A DELTA ANGLE OF 03°14'17", A CHORD BEARING OF S18°40'53"W, AND A CHORD LENGTH OF 48.43 FEET; THENCE S69°42'39"E 75.97 FEET; THENCE S26°44'46"W 140.99 FEET; THENCE WEST 436.49 FEET; THENCE NORTH 117.39 FEET; THENCE EAST 81.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 114,547 SQUARE FEET OR 2.630 ACRES MORE OR LESS.

TOWNHOMES PARCEL 2

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°20'01"W ALONG THE SECTION LINE, 277.58 FEET AND S89°39'59"E 3515.47 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE EAST 355.59 FEET; THENCE S26°40'29"W 257.22 FEET; THENCE S14°12'21"W 152.78 FEET; THENCE S03°15'04"W 168.83 FEET; THENCE WEST 109.58 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1349.44 FEET, AN ARC LENGTH OF 26.00 FEET, A DELTA ANGLE OF 01°06'15", A CHORD BEARING OF S01°06'14"W, AND A CHORD LENGTH OF 26.00 FEET; THENCE EAST 26.61 FEET; THENCE SOUTH 123.65 FEET; THENCE N89°03'50"W 142.67 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 317.00 FEET, AN ARC LENGTH OF 30.04 FEET, A DELTA ANGLE OF 05°25'50", A CHORD BEARING OF N86°20'55"W, AND A CHORD LENGTH OF 30.03 FEET; THENCE N00°56'10"E 127.98 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 80.02 FEET, A DELTA ANGLE OF 09°33'04", A CHORD BEARING OF N05°42'42"E, AND A CHORD LENGTH OF 79.92 FEET; THENCE N10°29'14"E 252.64 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 420.00 FEET, AN ARC LENGTH OF 76.88 FEET, A DELTA ANGLE OF 10°29'14", A CHORD BEARING OF N05°14'37"E, AND A CHORD LENGTH OF 76.77 FEET; THENCE NORTH 159.56 FEET TO THE POINT OF BEGINNING.

TOWNHOMES PARCEL 3

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 1 WEST, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°20'01"W ALONG THE SECTION LINE, 0.10 FEET AND S89°39'59"E 3872.52 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N12°59'47"E 26.68 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 861.10 FEET, AN ARC LENGTH OF 21.31 FEET, A DELTA ANGLE OF 01°25'04", A CHORD BEARING OF N09°15'43"E, AND A CHORD LENGTH OF 21.31 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 264.00 FEET, AN ARC LENGTH OF 26.25 FEET, A DELTA ANGLE OF 05°41'49", A CHORD BEARING OF N05°42'17"E, AND A CHORD LENGTH OF 26.24 FEET; THENCE N02°51'22"E 46.58 FEET; THENCE N88°36'08"E 348.47 FEET; THENCE N00°48'08"E 3.79 FEET; THENCE S89°44'26"E 169.02 FEET; THENCE S00°50'00"W 59.79 FEET; THENCE S89°42'17"E 57.71 FEET; THENCE S00°00'12"E 71.10 FEET; THENCE WEST 588.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 70,009 SQUARE FEET OR 1.607 ACRES MORE OR LESS.

INCLUDING THE FOLLOWING:

PHASE 1:

ALL OF UNITS 1 THRU 22 AND 36 THRU 49, PROMINENCE POINT SUBDIVISION PHASE 1, NORTH OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TAX ID: 11-426-0001 – 11-426-0022 and 11-426-0036 – 11-426-0049

PHASE 2:

ALL OF UNITS 50 THRU 81, PROMINENCE POINT SUBDIVISION PHASE 2, NORTH OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TAX ID: 11-427-0001 – 11-427-0032

PHASE 3:

ALL OF UNITS 94 THRU 146, PROMINENCE POINT SUBDIVISION PHASE 3, NORTH OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TAX ID: 11-444-0001 – 11-444-0053

Exhibit "B"
NOTICE OF BULK RATE CONTRACT

To all Owners and future owners of Lots in the Villages at Prominence Point Townhomes:

Notice is hereby provided that Declarants, Meritage Companies, LLC, and NOC 1700, LLC, have entered into a bulk rate service contract with SONICNET, LLC to provide high speed cable and internet access for the owners of the Villages at Prominence Point Townhomes. The terms of the contract as they apply to individual Lot Owners is as follows:

- Initial set up fee of \$125 due at closing or transfer of the Lot.
- Monthly service charge of \$99 per month, plus taxes and fees, which will be added to and incorporated into the monthly association assessments. Pricing may be subject to change.
- Services include: one (1) gigabyte(s) of fiber optic data.

Payment for these services shall be included with, all other monthly assessments, special assessments, fines, facility fees, or other charges of the Association.