

**[PROPOSED] FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
WOODS AT WINDSOR LANE**

THIS [PROPOSED] FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODS AT WINDSOR LANE is made and executed on the date set forth below and shall be effective upon recording in the Davis County Recorder's Office.

RECITALS

A. Whereas, the original Declaration of Covenants, Conditions and Restrictions of The Woods at Windsor Lane was recorded in the office of the Davis County Recorder on August 8, 2014, as Entry No. 2817279, in Book 6077, beginning at page 34 (the "Original Declaration").

B. Whereas, the Declarant now desires to amend the Declaration to ensure the betterment of the community, and to better ensure a more efficient and effective form of management and governance.

C. The Declaration at Article 9, Section 9.2(a) provides that it can be amended by the unilateral right of the Declarant.

E. As indicated by the signature below, the Declarant has approved the following amendments.

AMENDMENT

Amendment One

It is proposed that Article 7, Section 7.1(a) of the Declaration be added to read as follows:

7.1(a) Owner Occupancy – Prohibition on Rentals. All Lots shall only be occupied by Owners. Owners are prohibited from leasing any portion of their Lots. A Lot may only be leased under the following exceptions: (i) it will be leased to the parent, child, or sibling of the Owner; (ii) it will be leased because the Owner or the Owner's spouse or life partner has been deployed by a branch of the Armed Forces of the United States and is required to serve more than fifty (50) miles from the Project; (iii) the lease is no longer than 1 year ("one") in length; or (iv) in order to receive any extension of time or for specific relief from this rental prohibition, the Owner must receive a hardship waiver from the Board. Hardship waivers may be granted by the Board upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a spouse or life partner of an Owner or difficulties in selling the Lot because of market conditions in the area, disability, employment relocation, or charitable service. The Board has full discretion in granting a hardship waiver, but is under no obligation to do so.

**RETURNED
APR 01 2015**

E 2857664 B 6236 P 442-444
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/01/2015 11:46 AM
FEE \$30.00 Pgs: 3
DEP RT REC'D FOR WOODS AT WINDSOR
LANE HOA

2857664
BK 6236 PG 444

2817278
BK 6077 PG 33

Kaysville
4 08 00

E 2817278 B 6077 P 33
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/08/2014 09:42 AM
FEE \$48.00 Pgs: 1.
DEP RT REC'D FOR KAYSVILLE CITY CO
RP

July 28, 2014
GILES INVESTMENTS LLC
KENT BECKSTROM

WOODS AT WINDSOR LANE PHASE 1, THE

LOTS 1 THRU 15 AND PARCELS A & B AND
PRIVATE STREET

26 T4N R1W NW

Out of 11-039-0171

New # 11-748 +

File # 5430

BOUNDARY DESCRIPTION

Beginning at a point on the easterly line of Boynton Road, said point being North 71°00'00" East 156.89 feet from the West Quarter Corner of Section 26, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence North 37°17'00" West 233.44 feet along the easterly line of Boynton Road;

Thence North 0°22'00" West 121.20 feet to the south line of Lot 102, Mutton Hollow Acres Subdivision No. 2, Lot 11 Amended;

Thence South 87°24'40" East 111.89 feet along the south line of Lot 102, Mutton Hollow Acres No. 2, Lot 11 Amended to, along and to an angle point in the south line of Lot 10, Mutton Hollow Acres Subdivision No. 2;

Thence North 65°41'38" East 324.87 feet along the south line of Lots 10, 9 and 8 to the Southeast Corner of Lot 8, Mutton Hollow Acres Subdivision No. 2;

Thence South 42°36'50" East 100.30 feet along the south line of Lot 7 to an angle point in the south line of Lot 7, Mutton Hollow Acres Subdivision No. 2;

Thence North 73°15'16" East 504.20 feet along the south line of Lot 7, Mutton Hollow Acres Subdivision No. 2 and beyond;

Thence South 19°00'00" East 248.18 feet;

Thence southeasterly 16.66 feet along the arc of a 166.50 foot radius curve to the right, (center bears South 39°06'35" West and long chord bears South 48°01'27" East 16.65 feet, with a central angle of 5°43'55");

Thence South 45°09'30" East 35.50 feet;

Thence southwesterly 44.04 feet along the arc of a 327.50 foot radius curve to the left, (center bears South 42°16'13" East and long chord bears South 43°52'38" West 44.01 feet, with a central angle of 7°42'17");

Thence North 45°09'30" West 36.24 feet;

Thence Northwesterly 136.50 feet along the arc of a 122.50 foot radius curve to the left, (center bears South 44°50'30" West, chord bears North 77°04'45" West 129.54 feet through a central angle of 63°50'30");

Thence South 71°00'00" West 795.63 feet to the point of beginning.

Contains: 265,492 square feet, 6.095 acres, 15 lots, a Private Roadway (Windsor Way) and 2 Open Space Parcels, (Parcel A and Parcel B.)