



W3272588

WHEN RECORDED, RETURN TO:

CW The Basin, LLC
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

E# 3272588 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
08-Feb-23 12:38 PM FEE \$40.00 DEP DA
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

Affecting Parcel Nos.: 20-191-0001 through 20-191-0011

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR THE BASIN**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE BASIN (“**First Amendment**”) is made as of the Effective Date (defined below) by CW The Basin, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

A. This Amendment affects the Project commonly known as theBASIN, located in Huntsville (“**City**”), Weber County (“**County**”), State of Utah.

B. The Declaration of Covenants, Conditions, and Restrictions for The Basin was recorded in the Weber County Recorder’s office on December 16, 2022, as Entry No. 3267166 (“**Declaration**”).

C. The Declarant desires to amend the Declaration as set forth in this Amendment.

D. Under Section 12.2 of the Declaration, during the Period of Declarant’s Control, the Declarant has the right to amend the Declaration without the consent of any other Owner. As of the Effective Date (defined below), the Period of Declarant’s Control remains in full force and effect.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Amendment, which shall be effective as of its recording date with the Weber County Recorder’s office (“**Effective Date**”).

1. **Recitals and Exhibits.** The above Recitals, and the attached exhibits, are incorporated by reference herein.

2. **Entry Monument Landscaping.** The following shall be added following Section 5.2 in the Declaration:

“(a) Entry Monument Landscaping. In addition to maintaining the landscaping on their respective Lots, the Owners of Lot 1 and Lot 10 shall be responsible for providing secondary water for irrigation of the entry monument landscaping. Owners of Lot 1 and Lot 10 are responsible to maintain the irrigation lines to the entry monument landscaping in good condition and are required to adhere to the irrigation timing schedule approved by the Board. If the Owners of Lot 1 and Lot 10 fail to adequately maintain the entry monument landscaping, the Board is hereby authorized to maintain the entry monument landscaping at the Owner’s expense and then seek reimbursement for its reasonable costs incurred in maintaining the entry monument landscaping in the event that the Owner of Lot 1 or Lot 10 has failed to do so.”

3. Maintenance Allocation Table. The attached Exhibit C-1 shall amend and replace the original Exhibit C in the Declaration.

4. Capitalized Terms. Capitalized terms used, but not otherwise defined herein, shall have the meaning and definition given to such terms in the Declaration.

5. Conflicts. All remaining provisions of the Declaration and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Amendment shall in all respects govern and control. Unless specifically modified herein, all remaining provisions of the Declaration are to apply to this Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 31 day of January 2023 (the "Effective Date").

DECLARANT

CW The Basin LLC,
a Utah limited liability company

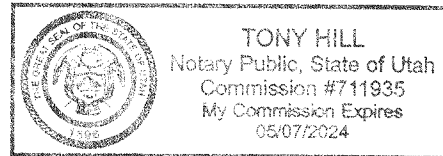
By: 


Name: Darlene Carter

Its: Authorized Representative

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 31 day of January 2023, personally appeared before me Darlene Carter who by me being duly sworn, did say that he/she is the authorized representative of CW The Basin LLC, a Utah limited liability company and that the foregoing instrument is signed on behalf of said limited liability company and executed with all necessary authority.




(Notary Public)

(Seal)

EXHIBIT A
Legal Description

ALL OF LOTS 1 THROUGH 10, INCLUSIVE, ALL PRIVATE ACCESS EASEMENTS, THE SNOW STORAGE EASEMENT AREA, AND ALL COMMON AREA CONTAINED WITH THE BASIN, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JULY 5, 2022, AS ENTRY NO. 3244387 IN THE OFFICE OF THE WEBER COUNTY RECORDER.

Parcel Numbers 20-191-0001 through 20-191-0011 (for reference purposes only).

EXHIBIT C-1**MAINTENANCE ALLOCATION TABLE**

Improvement	Single-Family Owner	Association	Notes
A/C Pad & Unit	X		
Address Numbers	X		Subject to Board approval upon replacement.
Attic	X		
Cable/Satellite TV	X		Subject to Board approval.
Ceiling	X		
Circuit Breakers for Unit	X		
Common Area		X	
Door and Door Frames (Exterior)	X		Subject to Board approval upon replacement.
Door and Door Frames (Interior)	X		
Door Hardware/Doorbell	X		Subject to Board approval upon replacement.
Drains - Unit and Limited Common Area (Patio/Porch)	X		
Dryer Vent	X		
Entry Monument Landscaping	X		Owners of Lot 1 and Lot 10 shall be responsible for adequately maintaining the Entry Monument Landscaping.
Electrical Wiring/Panels	X		
Exterior Wall Finishes	X		
Fencing – Public Road Frontages		X	
Fencing - Lots and Limited Common Areas	X		Subject to Board/Design Review Committee approval.
Fireplace, Flue, and Vent Pipes - Cleaning and Repair	X		
Floor coverings	X		
Foundation - Structural	X		
Foundation - Cosmetic	X		
Furnace	X		
Garage Doors - Repair and Replacement	X		Subject to Board/Design Review Committee approval.
Gas Pipes (Meter to Unit interior)	X		

Hose Bib/Faucet/Spigot	X		
Hot Water Heater	X		
Insurance - Property (attached buildings)	X		
Insurance - HO6 Policy	X		
Insurance - Loss Assessment	X		
Insurance - Deductible	X		
Irrigation Lines/Heads	X		
Landscaping - Owner Maintained Areas	X		
Lights - Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))	X		
Patios, Porches, and Decks (Repair and Replacement)	X		
Driveways	X		
Cluster Mailbox and Stand/Structure		X	
Mailbox Lock and Key	X		
Paint - Exterior Walls and Trim	X		
Paint - Exterior Doors and Garage Doors	X		
Paint - Interior	X		
Patio Slab	X		
Pest Control - Interior	X		
Phone Lines	X		
Plumbing Valves and Pressure Regulators	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Main Line	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Leak	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Cloggage	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Interior Pipes	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.

Rain Gutters - Cleaning, Repair, and Replacement	X		
Rain Gutters - Drains away from Building	X		
Roof Repair and Replacement	X		
Sewer Pipes and Utilities	X		
Sliding Glass Doors	X		
Snow Removal - Driveways, Porches, and Sidewalks on Lots	X		
Snow Removal - Private Roads and Common Area		X	
Storm Drains		X	
Streets - Private		X	
Termites, Pests, Rodents, Insects, etc.	X		
Trash	X		
Vent Covers - Exterior	X		
Wall - Load Bearing Interior Wall	X		
Wall - Partition Interior Wall	X		
Water - Culinary or Owner Maintained Landscaping	X		
Weather Stripping	X		
Windows - Glass, Screens, Frames, Boxes, and Wells	X		Subject to Board/Design Review Committee approval.