



W3292586

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

E# 3292586 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
31-Jul-23 0854 AM FEE \$42.00 DEP SLW
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, J
ELECTRONICALLY RECORDED

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

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

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

RECITALS

- A. This Second Amendment affects the Project commonly known as THE BASIN, located in Huntsville (“**City**”), Weber County (“**County**”), State of Utah.
- B. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Basin was recorded in the Weber County Recorder’s office on December 16, 2022, as Entry No. 3267166 (“**Declaration**”).
- C. The Declaration was amended under the First Amendment to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Basin, as recorded in the Weber County Recorder’s office on January 31, 2023 (the “**First Amendment**”).
- D. The Declarant desires to further amend the Declaration as set forth in this Second Amendment.
- E. Under Section 12.2 of the Declaration, during the Declarant Control Period, the Declarant has the right to amend the Declaration without the consent of any other Owner. As of the Effective Date (defined below), the Declarant Control Period remains in full force and effect.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Second 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. **Maintenance Allocation Table**. The attached Exhibit C-2 shall amend and replace the original Exhibit C in the Declaration, as was first amended by that Exhibit C-1 in the First Amendment.

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

4. **Conflicts**. All remaining provisions of the Declaration and any prior amendments not specifically amended in this Second Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Second Amendment shall in all respects govern and control. Unless specifically modified herein, all remaining provisions of the Declaration are to apply to this Second 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 Second Amendment as of the 26th day of ~~[Month]~~ 2023 (the "Effective Date").
July

DECLARANT

CW The Basin LLC,
a Utah limited liability company

By: *Darlene Carter*
Name: *Darlene Carter*
Its: Authorized Representative

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the [26th] day of [July] 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.

[Signature]
(Notary Public)



(Seal)

EXHIBIT C-2**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.

LEGAL DESCRIPTION
THE BASIN

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Lots 1 through 10 inclusive, and Parcel A, THE BASIN, according to the official plat thereof as recorded in the office of the Weber County Recorder.

Basin Legal Description

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY U-39, SAID POINT BEING $S89^{\circ}36'46''E$ 477.61 FEET AND $S00^{\circ}23'14''W$ 2.34 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1959.86 FEET, AN ARC LENGTH OF 254.84 FEET, A DELTA ANGLE OF $07^{\circ}27'01''$, A CHORD BEARING OF $S80^{\circ}41'48''E$, AND A CHORD LENGTH OF 254.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD SNOW BASIN ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) $S04^{\circ}48'23''$ 313.97 FEET; AND (2) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1134.18 FEET, AN ARC LENGTH OF 117.20 FEET, A DELTA ANGLE OF $05^{\circ}55'14''$, A CHORD BEARING OF $S07^{\circ}45'59''W$, AND A CHORD LENGTH OF 117.14 FEET TO THE NORTHERLY LINE OF CHALETS AT SKI LAKES PHASE 2; THENCE $N77^{\circ}56'13''W$ ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF CHALETS AT SKI LAKE PHASE 1, 465.99 FEET; THENCE $N12^{\circ}03'47''E$ 156.02 FEET; THENCE $S77^{\circ}56'13''$ 158.81 FEET; THENCE $N13^{\circ}01'42''E$ 260.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 144,145 SQUARE FEET OR 3.309 ACRES MORE OR LESS.