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Leann H. Kilts, WEBER COUNTY RECORDER
20-May-24 11:22 AM FEE \$428.00 DEP DA
REC FOR: SMITH KNOWLES PC
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILSON COVE TOWNHOMES
& NOTICE OF ANNEXATION OF PHASE 2
(Weber County)**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wilson Cove Townhomes & Notice of Annexation of Phase 2 (hereinafter "First Amendment") hereby amends and supplements that certain Declaration of Covenants, Conditions and Restrictions for Wilson Cove Townhomes recorded on December 28, 2020 in the Weber County Recorder's Office as Entry No. 3113183 ("Declaration"), and is hereby executed by Stagg Investments LLC (the "Declarant") and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

- (A) This First Amendment affects and concerns the real property located in Weber County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").
- (B) On or about December 28, 2020, a Declaration of Covenants, Conditions and Restrictions for Wilson Cove Townhomes was recorded in the Weber County Recorder's Office, as Entry No. 3113183.
- (C) Declarant desires to annex the Lots, Common Area and Limited Common Area in Phase 2 to the terms and conditions of the Declaration. Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the terms, covenants, conditions, easements, and restrictions of the Declaration, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The Property shall be subject to the jurisdiction of Association.
- (D) Declarant, as owner of record of all real property within Phase 2 hereby approves and consents to the annexation.

CERTIFICATION

By signing below, the Declarant hereby certifies that pursuant to the Article 13.2 of the Declaration, the Association has obtained the approval or written consent of at least sixty-seven percent (67%) of the total voting power in the Association and approval of the Declarant. In addition, the requisite notice and approval was obtained from Eligible Mortgagees pursuant to Article 11.1 of the Declaration and Utah Code §§ 57-8a-210 and 220.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this First Amendment, which shall be effective as of its recording date.

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. Identification of Annexed Lots. The Lots to be annexed, as confirmed by the recordation of this First Amendment are all Lots identified in the Phase 2 Plat
4. Annexation. The Property is hereby annexed and shall hereafter be held, sold, conveyed, encumbered, leased, occupied and improved as part of the real property subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, the full text of which is incorporated herein by reference and made a part hereof, as the same may be supplemented hereby, and the Owners of all Lots therein shall be members of the Association.
5. General Restrictions and Requirements. All general restrictions and requirements of the Declaration shall apply to the Lots, without exception.
6. Land Classification & Designation of Lots, Common Areas and Easements. The Property annexed herewith creates separate Lots, Common Areas, Limited Common Areas and Easements, if any, as depicted in the Phase 2 Plat, which shall all be governed by and made subject to the covenants, conditions, restrictions, and easements provided for in the Declaration.
7. 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.

AMENDMENTS

8. Article 1.3 is deleted in its entirety and replaced with the following:
 - 1.3 “Common Areas” shall mean all property designated on the Plat(s) or described in this Declaration as Common Areas, being intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements thereon and all of the easements appurtenant thereto, including, but not limited to:
 - A. Private streets, visitor parking, community entrance, curbing, sidewalks

that serve two or more Dwellings, and light posts (not otherwise maintained by the City);

- B. Open space located outside of a Lot;
- C. Perimeter fence and community mailboxes (if any);
- D. Utility installation and equipment serving more than one Dwelling and not maintained by the City or County; and
- E. Detention basins, and all other parts of the Subdivision normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its members.

9. Article 1.7 is hereby deleted in its entirety and replaced with the following:

1.7 “Dwelling” shall mean the single-family residence within the Project, as identified on the Plat, together with the structure itself and all Improvements located within or without the Dwelling used in connection with such residence such as electrical receptacles and outlets, air conditioning compressors and apparatus, furnaces, fixtures, and the like that serve that Dwelling shall be considered part of the Dwelling. All pipes, wires, conduits, or other public utility lines or installations serving only the Dwelling shall be part of the Dwelling, whether or not such item is located within the Dwelling. Multiple Dwellings may be contained in a building and may share Party Walls. Dwelling expressly include the roofs, foundations and exterior walls. Despite an Owner’s ownership of a Dwelling, certain insurance and maintenance responsibilities for the Dwellings may be performed by the Association, as set forth in this Declaration.

- (a) As set forth in 7.1(l), the Association shall maintain, repair, and replace the roof shingles, rain gutters, and downspouts.

10. Article 1.8 is hereby deleted in its entirety and replaced with the following:

1.8 “Limited Common Areas” shall mean all property designated on the Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Lots but fewer than all of the Lots. Areas within the Lot but detached from the Dwelling shall constitute Limited Common Areas, which may include:

- 1. Driveways, patios, porches; and
- 2. Privacy fencing (if any) (not including the Association’s perimeter fence).

7. Article 4.1 is hereby deleted in its entirety and replaced with the following:

4.1 Maintenance of Common Areas, Limited Common Ares & Dwellings.

- a. Common Areas. Except as otherwise provided in this Declaration, the

Association, or its duly designated agent, shall maintain, repair and replace all Common Areas, including, without limitation, the Improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Board of Directors shall determine, in its sole discretion, the appropriate standards to be used for the maintenance of the Common Area and Limited Common Area, so long as the Association is maintained in the best interests of the Owners.

- b. Limited Common Areas. Each Owner shall maintain, repair and replace their respective Limited Common Areas and all related components. Owners must receive written authorization from the Association to proceed with significant repair or replacement, which may include contractor requirements and cooperation with neighboring units. Further, the Association may also determine to perform repair and replacement of Limited Common Areas on behalf of Owners. Notwithstanding, Owners remain solely financially responsible for all costs related to repair and replacement of their Limited Common Areas. Owners shall keep the Limited Common areas clean, sanitary, uncluttered, and attractive, as further defined by rules and regulations adopted by the Board.
- c. Landscaping. The Association shall contract with a third party to perform general landscaping maintenance within Subdivision, which generally includes mowing and edging. The Association may adopt Rules to add further detail with regard specific landscape maintenance services provided by the Association (including any landscaping responsibilities located on a Lot) and those responsibilities of Owners concerning items including, but not limited to: gardens, flowerbeds, bushes, trees, and other landscaping elements.
- d. Snow Removal. The Association may adopt Rules governing snow removal in the Subdivision. Absent rules adopted to the contrary, Owners shall be solely responsible for snow removal on their Lots and Limited Common Areas.
- e. Association Maintenance of Dwellings. The Association shall maintain, repair, and replace the roofs, rain gutters and downspouts for all buildings (which include the Dwellings), and the normal wear and tear on exterior wall finishes of the buildings (which include the Dwellings). All necessary structural repairs of exterior walls will remain the financial responsibility of the affected Owners but may be organized and/or carried out by the Association, as determined by the Association. Exterior wall maintenance by the Association does not include: doors, doorframes, garage doors, windows, window frames, window wells, skylights, patio doors, or glass of any kind. All other components or Improvements within the Lot, including the Dwelling, that are not specifically assigned to the Association herein shall be maintained by Owners. It is the obligation of

each Owner to maintain their Lot and Improvements located thereon in a clean and sanitary condition and uncluttered in order to preserve and enhance the enjoyment of the Project.

- f. Owner Maintenance of Dwellings. Each and every component of the Dwelling or Improvement on the Lot not expressly maintained by the Association shall be maintained by the Owner. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Dwelling and the Improvements constituting a part thereof, in good order and repair. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free from leaks, mold and conditions impacting other Dwellings or the building, including but not limited to pests and rodents. Each Owner shall also keep the interior of their Dwelling in a clean and sanitary condition and in a good state of repair.
- g. Maintenance Schedule. The Association may adopt a Maintenance Schedule to further define the respective responsibilities for Dwelling maintenance between the Association and Owners. In the event of conflict with the Maintenance Schedule, this First Amendment shall control.
- h. Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.
- i. Alterations of Exterior Appearance. No subsequent exterior alterations, Improvements, or remodeling will be made without the advance consent of the Board.

11. Articles 5.4 and 5.5 are hereby deleted in their entirety and replaced with the following:

5.4 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments.

5.5 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

12. Article 7.3 is hereby deleted in its entirety and replaced with the following:

7.3 Association Enforcement. The Association shall have the right and authority to enforce the Declaration, consistent with the reasonable judgment of the Board of Directors.

13. Article 9 is hereby deleted in its entirety and replaced with the following:

9.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

“Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.

“Dwelling Damage” means damage to a Dwelling.

“Dwelling Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Dwelling Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Dwelling Damage Percentage.

9.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Dwellings, buildings, and other facilities. Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using

methods generally accepted in the insurance industry.

- (b) Earthquake Insurance. The Association may purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance. In the event earthquake insurance is added, it must be approved for a specified minimum period of time.
- (c) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

9.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

9.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

9.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement.

9.6 Association's Right to Negotiate All Claims and Losses and Receive

Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

9.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Dwelling that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

9.8 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

14. Article 11 is hereby deleted in its entirety.

15. Article 13.2 is deleted in its entirety and replaced with the following:

13.2 Amendment. At any time while this Declaration is in effect, the Declarant can be modified or supplemented (including the annexation or de-annexation of additional property) by the Declarant or Declarant's successors and assigns own any Lot in the Property at the sole discretion of the Declarant. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total eligible votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

16. Article 14.1 is hereby added to the Declaration:

14.1 Reinvestment Fee Covenant. As of the date of this Reinvestment Fee Covenant, the Association shall levy a one-time reinvestment fee to be paid to the Association when a change in ownership or transfer of a Dwelling occurs in the amount of one-half of one percent (0.005) of the gross sales price or fair market value of the Dwelling, unless a lesser amount is established by Board from time to time. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities and Association expenses.

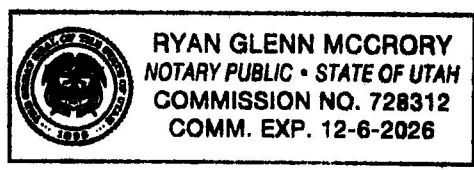
Stag Investments LLC, Declarant


By: Lowell Farr
Its: Authorized Member

STATE OF UTAH)
 : ss
COUNTY OF Weber)

On this 16th day of May, 2024, personally appeared before me Ryan McCrory, who being by me duly sworn, did say that they are an authorized member of Stag Investments LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company by authority and said individual duly acknowledged to me that said company approved the same.


Notary Public



**Exhibit A
Legal Description**

Phase 1:

All of Units 1 through 88, including common areas, Wilson Cove Phase 1, West Haven City, Weber County, Utah, according to the official plat thereof.

Tax I.D. Nos. 15-714-0001 – 0090

SW PCV

Phase 2:

All of Units 89 through 202, including common areas, Wilson Cove Phase 2, West Haven City, Weber County, Utah, according to the official plat thereof.

Tax I.D. Nos. 15-814-0001 - 0114

SW PCV