

When Recorded Return To:  
Paxton R. Guymon, Esq.  
YORK HOWELL & GUYMON  
6405 South 3000 East #150  
Salt Lake City, Utah 84121

ENT 14847:2016 PG 1 of 5  
Jeffery Smith  
Utah County Recorder  
2016 Feb 24 08:42 AM FEE 64.00 BY SS  
RECORDED FOR Hickman Land Title Company  
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
THE COVE AT ROCK CREEK**

This *First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for The Cove at Rock Creek* (“**Amendment**”) is made effective as of the date set forth below by The Cove at Rock Creek, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant is the owner of certain real property located in Eagle Mountain City, Utah County, State of Utah (“**Property**”), as described on Exhibit A, attached hereto.

B. Declarant has recorded a *Declaration of Covenants, Conditions, Easements and Restrictions for The Cove at Rock Creek* (“**Declaration**”) which contains restrictive covenants and other encumbrances burdening the Property. The Declaration was recorded in the real property records of Utah County on April 23, 2015, as Instrument No. 33964:2015. Declarant has also caused The Cove at Rock Creek Owners Association, Inc. (“**Association**”) to be incorporated for the purpose of exercising certain powers as set forth in the Declaration. Capitalized Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

C. Pursuant to Section 5.8 of the Declaration, Declarant is a Class B Member of the Association, holding ten (10) votes for each Building Pad or Lot held by Declarant, while other Owners of Building Pads, which qualify as Assessable Property, hold one (1) vote per Building Pad owned.

D. Pursuant to Section 11.3 of the Declaration, so long as Declarant’s Class B Membership in the Association exists, Declarant may unilaterally amend the Declaration for any purpose; provided any such amendment does not materially adversely affect the substantive rights of any Owner in the Association or the rights or enforcement abilities of Eagle Mountain City or adversely affect title to any property without the consent of the affected Owner..

**THIS INSTRUMENT IS BEING RECORDED BY  
HICKMAN LAND TITLE CO.  
AS AN ACCOMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO  
IT'S EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.**

E. Declarant presently controls 94.9% of the voting interests of the Association, and Declarant now wishes to modify and amend certain provisions of the Declaration on the terms contained in this Amendment.

### AMENDMENT

NOW THEREFORE, Declarant does hereby modify the Declaration as follows:

1. Section 6.2.1 of the Declaration is deleted in its entirety and is hereby replaced by the following language.

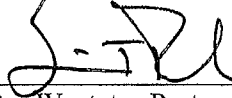
Common Expense. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas, and furnishing utility services and other items to the Townhouses. In order to accommodate master water metering through two water meters for the Project, the Association has agreed to establish a single account with Eagle Mountain City for all City services furnished to the Project, including services provided to each Townhouse, including, without limitation, garbage collection, culinary water, secondary water, storm drainage and sewer service. The Association shall have the authority to collect from the Owners and shall be responsible to pay to the City all applicable fees for City services as stated herein. Other estimated expenses may include, without limitation, the following: landscaping costs; snow removal costs; management expenses; real property taxes on the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees, including fees for a manager; utility charges, including charges for utility services to the Common Areas; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expenses, and all funds received from assessments under this Section shall be part of the common expense fund. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital expenses, which together shall constitute the common expense fund.

2. Except as modified herein, the terms of the Declaration remain unchanged and in full force and effect.

EXECUTED by Declarant effective as of this 23 day of February, 2016.

**DECLARANT:**

The Cove at Rock Creek, LLC  
a Utah limited liability company,



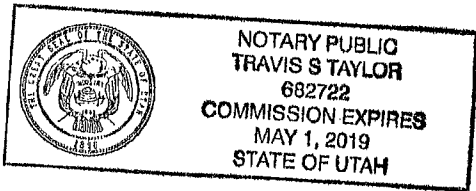
By: Westates Partners, LLC its Member  
By: Stan T. Rowlan its Manager

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 23 day of February, 2016, by Stan T. Rowlan the Manager of Westates Partners, LLC, the Member of The Cove at Rock Creek, LLC.

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
Page 1 of 2

Project Legal Description

This Property/Project is located in Utah County, Utah and is described as follows:

Commencing at the South Quarter Corner of Section 20, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian thence N89°02'40"W 419.44 feet along south line of the Southwest Quarter of said Section 20, thence North 122.77 feet to the POINT OF BEGINNING and running thence

thence N00°50'36"E 155.13 feet;

thence N20°37'28"W 89.76 feet to the boundary of Rock Creek Condominiums, Phase 1;

thence along the boundary of said Rock Creek Condominiums, Phase 1 the next seven courses:

1) thence northeasterly, a distance of 39.20 feet along a non tangent curve to the right of which the radius point lies S64°11'55"E a radius of 280.00 feet, and having a central angle of 08°01'16" and a chord that bears N29°48'43"E 39.17 feet;

2) thence northeasterly, a distance of 139.55 feet along a reverse curve to the left having a radius of 620.00 feet and a central angle of 12°53'45" and a chord that bears N27°22'28"E 139.25 feet;

3) thence S69°04'24"E 60.00 feet;

4) thence northerly, a distance of 187.64 feet along a non tangent curve to the left of which the radius point lies N69°04'24"W a radius of 680.00 feet, and having a central angle of 15°48'37" and a chord that bears N13°01'17"E 187.05 feet;

5) thence northeasterly, a distance of 13.25 feet along a reverse curve to the right having a radius of 15.00 feet and a central angle of 50°36'53" and a chord that bears N30°25'25"E 12.82 feet;

6) thence northeasterly, a distance of 22.38 feet along a reverse curve to the left having a radius of 60.00 feet and a central angle of 21°22'03" and a chord that bears N45°02'50"E 22.25 feet;

7) thence northeasterly, a distance of 13.27 feet along a reverse curve to the right having a radius of 15.00 feet and a central angle of 50°42'13" and a chord that bears N59°42'55"E 12.85 feet;

to the boundary of Rock Creek Condominiums, Phase 2;

thence along the boundary of said Rock Creek Condominiums, Phase 2 the next three courses:

1) thence easterly, a distance of 77.92 feet along a reverse curve to the left having a radius of 705.00 feet and a central angle of 06°19'57" and a chord that bears N81°54'03"E 77.88 feet;

2) thence N78°44'05"E 310.34 feet

3) thence 141.25 feet along a curve to the right, with a central angle of 27°26'00", a radius of 295.00 feet, and a chord that bears S87°32'55"E 139.90 feet;

thence S33°58'19"W 516.62 feet;

thence S00°10'38"E 234.17 feet;

thence N89°09'24"W 419.01 feet to the point of beginning,

containing 6.54 acres, more or less.

EXHIBIT A  
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Project Serial Numbers

65 : 421 : 0001
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