

25/6
UR-984

COLD SPRINGS AT RED HAWK RANCH HOME OWNERS ASSOCIATION

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment), is made this 19th day of Nov. —, 2002, by Cold Springs at Red Hawk Ranch, L.L.C., a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Cold Springs at Red Hawk Ranch L.L.C. made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated August 10, 2001 and recorded among the Utah County Recorder's Office, Entry #79925:2001, Page 1 of 26, pursuant to which the Declarant subjected all that property described in the Declaration (the "Property") and Declarant formed an association known as, "Cold Springs at Red Hawk Ranch Homeowners Association" ("Association"); and

WHEREAS, pursuant to Article 3.2 of the Declaration, Declarant reserved the right to add to the Property additional land within that area described in Exhibit "B" attached to the Declaration; and

WHEREAS, Declarant, is the owner of that certain property described in Exhibit "A" attached hereto and incorporated herein, and that property is within the area described in Exhibit "B" attached to the Declaration, and Declarant wishes to add that property described in Exhibit "A" attached hereto to the Property subjected to the Declaration.

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit "A" attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

ALSO,

ENT. 29823:2003 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Feb 28 1:31 pm FEE 75.00 BY JRD
RECORDED FOR CENTURY TITLE

WHEREAS, pursuant to Article 2.12 (Page 6) FENCES AND WALLS, of the Declaration;
and

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants,
Conditions and Restrictions be amended as follows to the last paragraph, last sentence:

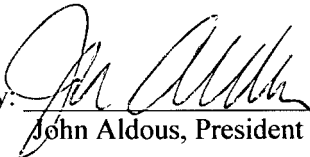
“Notwithstanding the preceding, no rear yard fencing or side yard fencing will be permitted on Lots
101 through 123, inclusive in Phase 1, and Lots 201-210, inclusive in Phase 2. All fences shall be
consistent with the fence standards as established by The Ranches Community Association
Architectural Committees.”

In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of Cold Springs at Red Hawk Ranch L.L.C. on the day herein
above first written.

WITNESS/ATTEST:

COLD SPRINGS AT RED HAWK RANCH L.L.C.
By: HAMLET HOMES CORPORATION,
Member

By:  (SEAL)
John Aldous, President

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of Nov., 2002, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of Cold Springs at Red Hawk Ranch, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

Debra Anders
Notary Public

My Commission Expires: Nov 2, 2005

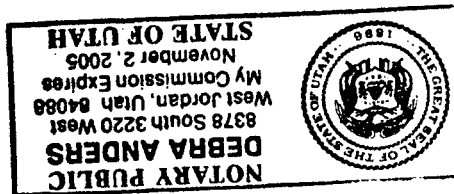


EXHIBIT "A"

**DESCRIPTION OF LOTS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

BEING KNOWN AND DESIGNATED as Lots 201 through and including 256,
all as shown on the Plat entitled, "Cold Springs at Red Hawk Ranch, Phase 2, which Plat are recorded
among the Recorder's Office of Utah County.

CR-904

Cold Springs at Red Hawk Ranch L.L.C.
308 East 4500 South, #200
Murray, Utah 84107

JOINER AND CONSENT OF LENDER AND TRUSTEE

GUARANTEE BANK, A FEDERAL SAVINGS BANK as holder of that certain Promissory Note (as amended from time to time, the "Note"), and U.S. TITLE COMPANY, Trustee under that certain Deed of Trust from COLD SPRINGS AT RED HAWK RANCH, L.L.C., recorded among the Utah County Recorder's Office (the "Deed of Trust"), execute this Joinder and Consent of Lender and Trustee for the sole purpose of expressing consent to the First Amendment to Declaration of Covenants, Conditions and Restrictions for Cold Springs at Red Hawk Ranch Homeowners Association, to which this Joinder is attached and made a part of, and of binding and subjecting their interest in the Property (as defined in the Deed of Trust and known as Cold Springs at Red Hawk Ranch, all units), to the terms and conditions of such Declaration.

WITNESS OR ATTEST: GUARANTEE BANK, A FEDERAL SAVINGS BANK

By: [Signature] (SEAL)
Jon Larson, Senior Vice President 12/02/02

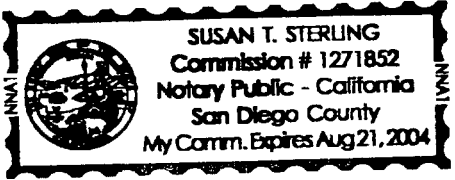
TRUSTEE:
U.S. TITLE COMPANY

By: [Signature] (SEAL)
Larry Burton, Vice President

STATE OF ~~UTAH~~ CALIFORNIA
COUNTY OF ~~SALT LAKE~~ SAN DIEGO

I HEREBY CERTIFY, that on this 2nd day of December 2002, before me, the subscriber, a Notary Public in and for the State of ~~Utah~~ California and ~~Salt Lake County~~ San Diego County aforesaid, personally appeared Jon Larson, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of GUARANTEE BANK, A FEDERAL SAVINGS BANK, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



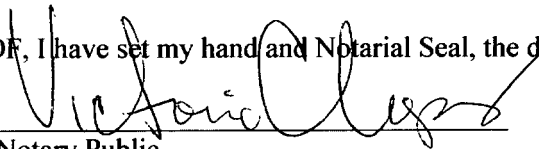
[Signature]
Notary Public Susan T. Sterling

My commission expires: August 21, 2004

STATE OF UTAH
COUNTY OF SALT LAKE

I HEREBY CERTIFY, that on this 21 day of NW, 2002, before me, the subscriber, a Notary Public in and for the State of Utah and Salt Lake County aforesaid, personally appeared Larry Burton, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Vice President of U.S. TITLE COMPANY, a Utah Corporation, Trustee, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public

My commission expires: 11-15-05

