

E 124454 B 294 P 859  
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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: SMITH KNOWLES PC  
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**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE  
COVENANTS CONDITIONS AND RESTRICTIONS FOR THE  
COTTONWOODS AT MOUNTAIN GREEN – ROSEHILL**

Prepared for the Management Committee of the Cottonwoods at Mountain Green  
Rosehill

By: Mr. Dana T. Farmer, Esq.  
Smith Knowles PC  
4723 Harrison Blvd. #200  
Ogden Utah 84403

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR THE COTTONWOODS AT MOUNTAIN  
GREEN -ROSEHILL**

(THE COTTONWOODS AT MOUNTAIN GREEN, PHASE I)

This First Amendment ("First Amendment") to The Declaration of Protective Covenants Conditions and Restrictions for The Cottonwoods at Mountain Green-Rosehill ("Declaration") is made on the date set forth below, by the CMG Rosehill Owners Association, Inc. (Association"), with the consent of seventy-five percent (75%) of the owners of the Association.

**RECITALS**

A. On October 12, 2004 that certain Declaration of Covenants, Conditions, and Restrictions for The Cottonwoods at Mountain Green-Rosehill was recorded in the office of the Morgan County Recorder, as Entry 097335, Book 210, Page 224; and affecting the following described real property ("Property"):

All that certain real property located in Morgan County, Utah, located within that certain plat entitled "The Cottonwoods at Rose Hill a P.R.U.D. Subdivision in Mountain Green, Morgan County, Utah" filed in the plat records of Morgan County, Utah, including Lots 1. through 70, and Open Space Parcels A through H.

B. On October 12, 2004, that certain plat for the Cottonwoods at Rose Hill a PRUD Subdivision, in Mountain Green, Morgan County, Utah was recorded in the office of the Morgan County Recorder as Entry 097333, Book 210, 168.

C. The property, as identified in paragraph 1.2 of the Declaration is 70 residential lots and common area, none of which is owned by Gardner Cottonwood Creek, L.C. ("Declarant").

D. Pursuant to paragraph 4.1 of the Declaration, the Property is also subject that certain master Declaration of Covenants, Conditions, and Restrictions and Easements for the Cottonwoods at Mountain Green dated October 12, 2004 and recorded on October 12, 2004 in the office of the Morgan County Recorder as entry 97334, Book, 210, Page170 ("Master Declaration").

E. Pursuant to Paragraph 13.1 of the Master Declaration, and Paragraph 4.2 of the Declaration, the Declaration may be amended by the affirmative vote or written consent of seventy-five percent (75%) of the members of the Association.

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First Amendment to the Declaration of Covenants Conditions and Restrictions for the Cottonwoods at Mountain Green -Rosehill

E 124454 B 294 P 860

NOW THEREFORE, pursuant to Paragraph 13.1 of the Master Declaration, and paragraph 4.2 of the Declaration the Declaration is amended as follows:

Section 3.2 is hereby amended as follows:

Project Common Areas, Open Space Parcels A, I and L identified on the Plat shall be Project Common Areas as defined in Section 1.23 of the Master Declaration,

Section 5.3 is hereby amended as follows:

for the Project ("Project Architectural Review Committee"). The provisions of Article 7 of the Master Declaration, providing for the organization and operation of the Architectural Review Committee are hereby incorporated herein and made applicable to the Project Architectural Review Committee to be organized and to operate under this Declaration, but only with respect to the Project. All submissions required pursuant to Article 7 of the Master Declaration pertaining to property and Improvements located within the Project, ~~except for including~~ Common Areas, shall be submitted to, evaluated and decided by the Project Architectural Review Committee, as opposed to the Architectural Review Committee. The Project Architectural Review Committee all powers, authorities and rights as the Architectural Review Committee with respect to matters within the scope or the Project Architectural Review Committee's power of review as set forth in this Section 4.2.

Section 6.3 through 6.6 is hereby amended as follows:

6.3 Setbacks. No Improvements shall be located on a Lot, Common Area, Project Common Area or other parcel closer to the respective Lot or parcel line than as follows: thirty (30) feet from the front Lot or parcel line for the garage and twenty-five (25) feet from the balance of the Improvement, unless a side facing garage entry is utilized, in which case the twenty-five (25) foot standard shall apply; ten (10) feet from each side Lot or parcel line, unless the Lot or parcel is a corner Lot or parcel, in which case the twenty-five (25) foot front yard standard shall apply to the applicable side yard; and twenty-five (25) feet from the rear Lot or parcel line. The Project Architectural Review Committee may take into account unique aspects of a particular Lot or parcel and grant variances to the foregoing standards; provided, however, that no such variance shall be granted in contravention of applicable Morgan County zoning ordinances and any purported variance in violation of such ordinances shall be deemed void to the extent it is inconsistent with such zoning ordinances. A site plan shall

6.4 Height. No Improvements shall be located on Residential Lots Common Area, Project Common Area or other parcel with a height in excess of thirty (30) feet, measured from the natural grade of the Lot or parcel prior to the commencement of construction of the Improvements. ~~Declarant reserves the right to modify the grade of any Lot prior to commencement of construction of improvements in an amount not to exceed four (4) feet.~~

6.5 Architectural Style and Compatibility of Improvements. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. Every Residence shall have a minimum of 35% brick or stone on the front

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First Amendment to the Declaration of Covenants Conditions and Restrictions for the Cottonwoods at Mountain Green - Rosehill

facade and 15% brick or stone on each side facade. Street facing side facades on corner Lots shall have the minimums set forth above for front facades. Aluminum soffits and fascia trim is allowed, provided, however, that a minimum width of 10 inches shall be required on the fascia. No aluminum exterior siding is permitted in the Project. Roof surfaces shall slope a minimum of 6:12 pitch and be asphalt architectural shingles, or wood shingles, unless specific, written approval of the Project Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials shall be earth tones and grays while allowing accents of white, black or green. Care should be given that each Residence complements those around it, and not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Project Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Project shall be made by the Project Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof and shall be coated or painted with tones which complement surrounding structures.

6.5(a). All structures or improvement located on non-residential lots, including without limitation, structures or improvements located on Common Area, Project Common Area or other parcel shall be subject to this section and approval of any such structure or improvement by the Project Architectural Committee shall be granted only upon the Committee's determination such structure or improvement will not detract from the intent of these Covenants, Conditions, and Restrictions.

6.6 Maintenance Responsibility. The Project Association shall have the responsibility to maintain the **Project** Common Areas, including the Improvements thereon, in a clean and attractive condition, in good repair. In addition, the Project Association and respective Owners, as applicable, shall keep all shrubs, trees, grass, and plantings of every kind in manicured areas of the **Project** Common Areas and on the Lots neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

6.13 Use, Improvement, Alteration or Construction of or on Parcel B. The use of Parcel B Open Space shall be primarily for the use of the owners of Lots within the Project. Any use, Improvement, Alteration, or Construction of any kind or nature of Open Space Parcel B, including, without limitation, the construction of parking facilities, the use of the parcel for sports or other events organized by Morgan County or individuals or organizations seeking to use Parcel B through the County, may not be conducted except as set forth in the bylaws of the CMG Rosehill Owners Association, Inc. Moreover, the placement of latrines, or temporary toilets of any kind shall not be allowed on Open Space Parcel B.

IN WITNESS WHEREOF, the undersigned persons being the duly appointed officers of the Association, as directed by the majority of Unit Owners, and the duly appointed Officers of the Declarant, have executed this First Amendment to the Declaration this 7<sup>th</sup> day of November, 2011.

CMG ROSEHILL OWNERS ASSOCIATION,  
INC. a Utah Non-Profit Corporation

By:

Ray Walker

Its: President

STATE OF UTAH)

: ss

COUNTY OF weber (MORGAN)

On the 7 day of November, 2011, personally appeared before me Ray Walker, who did say that he is the President of CMG Rosehill Owners Association, Inc., that the within and foregoing instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and that he duly acknowledged to me that the corporation executed the same.

Barbara J. Holt  
Notary Public

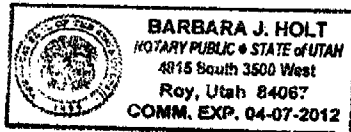


Exhibit "A"

RESOLUTION OF MEMBERS OF  
CMG ROSEHILL OWNERS ASSOCIATION, INC.

A matter concerning the CMG Rosehill Owners Association, Inc. ("Association"), requiring the vote of seventy-five percent (75%) of the members of the Association has been brought to the attention of the Members. The undersigned Members of the Association having duly considered the following resolution, and the consent having been given by signing below, IT IS HEREBY

ACKNOWLEDGED that the use of that certain parcel of property within the Project known as Common Areas Parcel B ("Parcel B"), is primarily for the use and benefit of the members, and that the use, maintenance and any alteration or improvement of Parcel B have a direct impact on the value of the Member's properties, and the ability of the Members to enjoy their properties;

RESOLVED, that the Declaration of Protective Covenants, Conditions, and Restrictions for the Cottonwoods at Mountain Green—Rosehill (The Cottonwoods at Mountain Green Phase I), recorded in the office of the Morgan County Recorder on October 12, 2004, as Entry 097335 Book 210 Page 224 be amended as follows, and that such amendment be signed by Ray Walker, President of the Association and recorded in the office of the Morgan County Recorder, State of Utah

Amendment No. 1

This amendment corrects a typographical error in paragraph 3.2 of the Declaration, wherein the reference is made to Paragraph 1.24 of the Declaration, and is corrected to refer to Paragraph 1.23 of the Master Declaration.

Section 3.2 is hereby amended as follows:

Project Common Areas, Open Space Parcels A, I and L identified on the Plat shall be Project Common Areas as defined in Section 1.23 of the Master Declaration,

Amendment No. 2

This amendment places the Park, Parcel B Open Space, under the authority of the Association's Architectural Control Committee.

Section 5.3 is hereby amended as follows:

for the Project ("Project Architectural Review Committee"). The provisions of Article 7 of the Master Declaration, providing for the organization and operation of the Architectural Review Committee are hereby incorporated herein and made applicable to the Project Architectural Review Committee to be organized and to operate under this Declaration, but only with respect to the Project. All submissions required pursuant to Article 7 of the Master Declaration pertaining to property and improvements located within the Project, ~~except for including~~ Common Areas, shall be submitted to, evaluated and decided by the Project Architectural Review Committee, as opposed to the Architectural Review Committee. The Project Architectural Review Committee all powers, authorities and rights as the Architectural Review Committee with respect to matters within

the scope or the Project Architectural Review Committee's power of review as set forth in this Section 4.2.

Amendment No. 3

This amendment places the setback, height, and other building restrictions on any structure in the Park, Parcel B Open Space.

Section 6.3 through 6.6 is hereby amended as follows:

6.3 Setbacks. No Improvements shall be located on a Lot, Common Area, Project Common Area or other parcel closer to the respective Lot or parcel line than as follows: thirty (30) feet from the front Lot or parcel line for the garage and twenty-five (25) feet from the balance of the Improvement, unless a side facing garage entry is utilized, in which case the twenty-five (25) foot standard shall apply; ten (10) feet from each side Lot or parcel line, unless the Lot or parcel is a corner Lot or parcel, in which case the twenty-five (25) foot front yard standard shall apply to the applicable side yard; and twenty-five (25) feet from the rear Lot or parcel line. The Project Architectural Review Committee may take into account unique aspects of a particular Lot or parcel and grant variances to the foregoing standards; provided, however, that no such variance shall be granted in contravention of applicable Morgan County zoning ordinances and any purported variance in violation of such ordinances shall be deemed void to the extent it is inconsistent with such zoning ordinances. A site plan shall

~~6.4 Height. No Improvements shall be located on Residential Lots Common Area, Project Common Area or other parcel with a height in excess of thirty (30) feet, measured from the natural grade of the Lot or parcel prior to the commencement of construction of the Improvements. Declarant reserves the right to modify the grade of any Lot prior to commencement of construction of improvements in an amount not to exceed four (4) feet.~~

6.5 Architectural Style and Compatibility of Improvements. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. Every Residence shall have a minimum of 35% brick or stone on the front facade and 15% brick or stone on each side facade. Street facing side facades on corner Lots shall have the minimums set forth above for front facades. Aluminum soffits and fascia trim is allowed, provided, however, that a minimum width of 10 inches shall be required on the fascia. No aluminum exterior siding is permitted in the Project. Roof surfaces shall slope a minimum of 6:12 pitch and be asphalt architectural shingles, or wood shingles, unless specific, written approval of the Project Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials shall be earth tones and grays while allowing accents of white, black or

green. Care should be given that each Residence complements those around it, and not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Project Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Project shall be made by the Project Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof and shall be coated or painted with tones which complement surrounding structures.

6.5(a). All structures or improvement located on non-residential lots, including without limitation, structures or improvements located on Common Area, Project Common Area or other parcel shall be subject to this section and approval of any such structure or improvement by the Project Architectural Committee shall be granted only upon the Committee's determination such structure or improvement will not detract from the intent of these Covenants, Conditions, and Restrictions.

Amendment No. 3

This amendment relieves the Association of any obligation to maintain the Park, Parcel B Open Space.

6.6 Maintenance Responsibility. The Project Association shall have the responsibility to maintain the **Project** Common Areas, including the Improvements thereon, in a clean and attractive condition, in good repair. In addition, the Project Association and respective Owners, as applicable, shall keep all shrubs, trees, grass, and plantings of every kind in manicured areas of the **Project** Common Areas and on the Lots neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

Amendment No. 4

This amendment restricts the ability of the Park, Parcel B Open Space to be used for formal sporting or other events which would create parking, traffic congestion, or other issues within the subdivision.

6.13 Use, Improvement, Alteration or Construction of or on Parcel B. The use of Parcel B Open Space shall be primarily for the use of the owners of Lots within the Project. Any use, Improvement, Alteration, or Construction of any kind or nature of Open Space Parcel B; including, without limitation, the construction of parking facilities, the use of the parcel for sports or other events organized by Morgan County or individuals or organizations seeking to use Parcel B through the County, may not be conducted except as set forth in the bylaws of the CMG Rosehill Owners Association, Inc. Moreover, the placement of latrines, or temporary toilets of any kind shall not be allowed on Open Space Parcel B.

The undersigned further certify that the foregoing resolution is of force and effect as of the date set forth below and have not been modified, rescinded or amended in any manner.  
CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

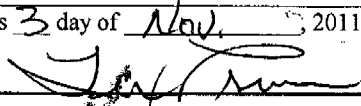


Dated this <u>10</u> day of <u>October</u> , 2011	Print Name:
Lot 1 <u>[Signature]</u>	<u>CHRIS MILLER</u>
Dated this <u>4</u> day of <u>October</u> , 2011	Print Name:
Lot 2 <u>[Signature]</u>	<u>Jared Barlow</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 3 <u>[Signature]</u>	<u>REVE CHASTON</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 4	
Dated this ___ day of _____, 2011	Print Name:
Lot 5	
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 6 <u>[Signature]</u>	<u>Aimee Perry</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 7 <u>[Signature]</u>	<u>Jeff Jolin</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 8 <u>[Signature]</u>	<u>Sheri Belford</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 9 <u>[Signature]</u>	<u>Stacey Welsh</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 10 <u>[Signature]</u>	<u>Jennifer Stambidge</u>

CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

Dated this <u>9</u> day of <u>October</u> , 2011	Print Name:
Lot 11 <u>[Signature]</u>	<u>BEN CRAIG</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 12	
Dated this ___ day of _____, 2011	Print Name:
Lot 13	
Dated this ___ day of _____, 2011	Print Name:
Lot 14	
Dated this <u>29</u> day of <u>OCT</u> , 2011	Print Name:
Lot 15 <u>[Signature]</u>	<u>TREVOR RALLS</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 16	
Dated this <u>5</u> day of <u>October</u> , 2011	Print Name:
Lot 17 <u>[Signature]</u>	<u>CARRIE ELLEDGE</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 18 <u>[Signature]</u>	<u>BEN CRAIG</u>
Dated this <u>29</u> day of <u>OCT</u> , 2011	Print Name:
Lot 19 <u>[Signature]</u>	<u>DAVID LARSEN</u>
Dated this <u>4</u> day of <u>October</u> , 2011	Print Name:
Lot 20 <u>[Signature]</u>	<u>ARTHUR C UNREIN</u>
Dated this <u>7</u> day of <u>October</u> , 2011	Print Name:
Lot 21 <u>[Signature]</u>	<u>MIKE LOW</u>

CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

Dated this <u>3</u> day of <u>Nov.</u> , 2011	Print Name:
Lot 22 	<u>LEX PRINCE</u>
Dated this <u>4</u> day of <u>November</u> , 2011	Print Name:
Lot 23 <u>Ray S. Walker II</u>	<u>RAY S. WALKER II</u>
Dated this <u>29</u> day of <u>October</u> , 2011	Print Name:
Lot 24 <u>Marcy Kirkham</u>	<u>Marcy Kirkham</u>
Dated this <u>29</u> day of <u>Oct</u> , 2011	Print Name:
Lot 25 <u>Dawn Devoe</u>	<u>Dawn Devoe</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 26 <u>Amberlee Whitmyer</u>	<u>Amberlee Whitmyer</u>
Dated this <u>29</u> day of <u>Oct.</u> , 2011	Print Name:
Lot 27 <u>David Wall</u>	<u>David Wall</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 28 <u>Jason Polad</u>	<u>Jason Polad</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 29	
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 30 <u>John Masson</u>	<u>John Masson</u>
Dated this <u>3</u> day of <u>October</u> , 2011	Print Name:
Lot 31 <u>Trevor R. Lindley</u>	<u>Trevor R. Lindley</u>
Dated this <u>2</u> day of <u>OCTOBER</u> , 2011	Print Name:
Lot 32 <u>Kenneth Buss</u>	<u>KENNETH BUSS</u>

X

Dated this <u>02</u> day of <u>October</u> , 2011	Print Name:
Lot 33 <u>Raymond Semle</u>	<u>Raymond Semle</u>
Dated this <u>3</u> day of <u>OCTOBER</u> , 2011	Print Name:
Lot 34 <u>Amy Sharf</u>	<u>Amy Sharf</u>
Dated this <u>3</u> day of <u>OCTOBER</u> , 2011	Print Name:
Lot 35 <u>Zachary Winegar</u>	<u>ZACHARY WINEGAR™</u>
Dated this <u>3</u> day of <u>OCTOBER</u> , 2011	Print Name:
Lot 36 <u>Chris Bell</u>	<u>Chris Bell</u>
Dated this <u>29</u> day of <u>October</u> , 2011	Print Name:
Lot <del>36</del> <sup>38</sup> <u>Jenny Terry</u>	<u>Jenny Terry</u>
Dated this <u>30</u> day of <u>October</u> , 2011	Print Name:
Lot <del>38</del> <sup>37</sup> <u>Trevin Wallis</u>	<u>Trevin Wallis</u>
Dated this <u>3rd</u> day of <u>October</u> , 2011	Print Name:
Lot 39 <u>Rachel Penrod</u>	<u>Rachel Penrod</u>
Dated this <u>3</u> day of <u>NOV.</u> , 2011	Print Name:
Lot 40 <u>James L Collins</u>	<u>James L Collins</u> <u>3rd NOV 2011</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 41	
Dated this <u>29</u> day of <u>October</u> , 2011	Print Name:
Lot 42 <u>Ryan Condie</u>	<u>Ryan Condie</u>
Dated this <u>29</u> day of <u>October</u> , 2011	Print Name:
Lot 43 <u>Shawna Otteson</u>	<u>Shawna Otteson</u>

CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

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Dated this <u>29</u> day of <u>October</u> , 2011	Print Name:
Lot 44 <u>Tracy Compton</u>	<u>Tracy Compton</u>
Dated this <u>4</u> day of <u>Oct</u> , 2011	Print Name:
Lot 45 <u>Ronald S. Gustavson</u>	<u>RONALD S. GUSTAVSON</u>
Dated this <u>4</u> day of <u>October</u> , 2011	Print Name:
Lot 46 <u>Robert Crow</u>	<u>Robert Crow</u>
Dated this ___ day of _____, 2011	Print Name:
Lot 47 <u>_____</u>	<u>CAROL DENKER</u>
Dated this <u>3</u> day of <u>Oct</u> , 2011	Print Name:
Lot 48 <u>Chris Weston</u>	<u>Chris Weston</u>
Dated this <u>3</u> day of <u>Oct</u> , 2011	Print Name:
Lot 49 <u>Tammy Martin</u>	<u>Tammy Martin</u>
Dated this <u>4</u> day of <u>October</u> , 2011	Print Name:
Lot 50 <u>Brett Cox</u>	<u>Brett Cox</u>
Dated this <u>9</u> day of <u>OCT</u> , 2011	Print Name:
Lot 51 <u>Cindy Price</u>	<u>Cindy Price</u>
Dated this <u>3</u> day of <u>Oct</u> , 2011	Print Name:
Lot 52 <u>Wendy Thomas</u>	<u>Wendy Thomas</u>
Dated this <u>2</u> day of <u>OCT</u> , 2011	Print Name:
Lot 53 <u>Herman J. Raiff</u>	<u>HERMAN J. RAIFF</u>
Dated this <u>30</u> day of <u>September</u> , 2011	Print Name:
Lot 54 <u>Tim Peters</u>	<u>Tim Peters</u>

CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

Dated this <u>27</u> day of <u>Oct.</u> , 2011	Print Name:
Lot 55 <u>Dana T. Farmer</u>	Dana T. Farmer
Dated this <u>30</u> day of <u>September</u> , 2011	Print Name:
Lot 56 <u>Steven T. Branchley</u>	Steven T. Branchley
Dated this ___ day of _____, 2011	Print Name:
Lot 57	Robert Selby
Dated this <u>2</u> day of <u>October</u> , 2011	Print Name:
Lot 58 <u>Tyler Quigley</u>	Tyler Quigley
Dated this <u>30</u> day of <u>sept</u> , 2011	Print Name:
Lot 59 <u>Matthew McConkie</u>	Matthew McConkie
Dated this <u>29</u> day of <u>Oct.</u> , 2011	Print Name:
Lot 60 <u>Allen N. Hess</u>	Allen N. Hess
Dated this <u>4</u> day of <u>October</u> , 2011	Print Name:
Lot 61 <u>John Lannefeld</u>	JOHN LANNEFELD
Dated this <u>11</u> day of <u>October</u> , 2011	Print Name:
Lot 62 <u>Ryan Windley</u>	Ryan Windley
Dated this <u>2</u> day of <u>OCTOBER</u> , 2011	Print Name:
Lot 63 <u>Tracy Wimer</u>	Tracy Wimer
Dated this <u>27</u> day of <u>October</u> , 2011	Print Name:
Lot 64 <u>Brad Westenskow</u>	Brad Westenskow
Dated this <u>27</u> day of <u>October</u> , 2011	Print Name:
Lot 65 <u>Cori Pobanz</u>	Cori Pobanz

CMG Rosehill Owners Association, Inc. Resolution concerning  
Amendment No. 1 to Declaration of CC&R's

Dated this ___ day of _____, 2011 Lot 66	Print Name:
Dated this ___ day of _____, 2011 Lot 67	Print Name:
Dated this ___ day of _____, 2011 Lot 68	Print Name:
Dated this ___ day of _____, 2011 Lot 69	Print Name:
Dated this ___ day of _____, 2011 Lot 70	Print Name:

## Exhibit B

Lot	Serial	Parcel
1	03-CORH-0001	00-0069-5169
2	03-CORH-0002	00-0069-5240
3	03-CORH-0003	00-0069-5321
4	03-CORH-0004	00-0069-5402
5	03-CORH-0005	00-0069-5573
6	03-CORH-0006	00-0069-5654
7	03-CORH-0007	00-0069-5735
8	03-CORH-0008	00-0069-5816
9	03-CORH-0009	00-0069-5997
10	03-CORH-0010	00-0069-6078
11	03-CORH-0011	00-0069-6159
12	03-CORH-0012	00-0069-6230
13	03-CORH-0013	00-0069-6311
14	03-CORH-0014	00-0069-6492
15	03-CORH-0015	00-0069-6563
16	03-CORH-0016	00-0069-6644
17	03-CORH-0017	00-0069-6725
18	03-CORH-0018	00-0069-6806
19	03-CORH-0019	00-0069-6987
20	03-CORH-0020	00-0069-7068
21	03-CORH-0021	00-0069-7149
22	03-CORH-0022	00-0069-7220
23	03-CORH-0023	00-0069-7301
24	03-CORH-0024	00-0069-7482
25	03-CORH-0025	00-0069-7563
26	03-CORH-0026	00-0069-7634
27	03-CORH-0027	00-0069-7715
28	03-CORH-0028	00-0069-7896
29	03-CORH-0029	00-0069-7977
30	03-CORH-0030	00-0069-8058
31	03-CORH-0031	00-0069-8139
32	03-CORH-0032	00-0069-8210
33	03-CORH-0033	00-0069-8391
34	03-CORH-0034	00-0069-8472
35	03-CORH-0035	00-0069-8543
36	03-CORH-0036	00-0069-8624
37	03-CORH-0037	00-0069-8705
38	03-CORH-0038	00-0069-8886
39	03-CORH-0039	00-0069-8967
40	03-CORH-0040	00-0069-9048
41	03-CORH-0041	00-0069-9129
42	03-CORH-0042	00-0069-9200
43	03-CORH-0043	00-0069-9381
44	03-CORH-0044	00-0069-9462
45	03-CORH-0045	00-0069-9533
46	03-CORH-0046	00-0069-9614
47	03-CORH-0047	00-0069-9795
48	03-CORH-0048	00-0069-9876
49	03-CORH-0049	00-0069-9957
50	03-CORH-0050	00-0070-0018
51	03-CORH-0051	00-0070-0199
52	03-CORH-0052	00-0070-0270
53	03-CORH-0053	00-0070-0351
54	03-CORH-0054	00-0070-0432
55	03-CORH-0055	00-0070-0503
56	03-CORH-0056	00-0070-0684
57	03-CORH-0057	00-0070-0765
58	03-CORH-0058	00-0070-0846
59	03-CORH-0059	00-0070-0927
60	03-CORH-0060	00-0070-1008
61	03-CORH-0061	00-0070-1181
62	03-CORH-0062	00-0070-1260
63	03-CORH-0063	00-0070-1343
64	03-CORH-0064	00-0070-1422
65		
66	03-CORH-0066	00-0070-1674
67	03-CORH-0067	00-0070-1757
68	03-CORH-0068	00-0070-1836
69	03-CORH-0069	00-0070-1841
70	03-CORH-0070	00-0070-2098
	03-CORH-NA	00-0069-4221
	03-CORH-OS-C	00-0069-4583
	03-CORH-OS-D	00-0069-4664
	03-CORH-OS-D-1-NA	00-0074-7222
	03-CORH-OS-E	00-0069-4745
	03-CORH-OS-H	00-0069-4826
	03-CORH-OS-J	00-0069-4907
	03-CORH-OS-K	00-0069-5088