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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 19<sup>th</sup> day of Nov., 2002, by Cold Springs at Red Hawk Ranch, L.L.C., a Utah limited liability company ("Declarant")

WITNESSETH:

ENT 16186:2003 PG 1 of 7  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Feb 03 12:00 pm FEE 111.00 BY SN  
RECORDED FOR EAGLE MOUNTAIN CITY

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,

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

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By:  (SEAL)  
John Aldous, President

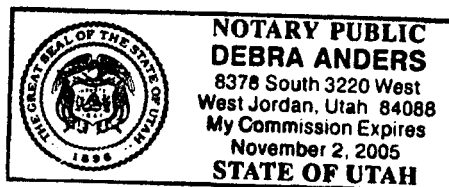
STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 22<sup>nd</sup> 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.

### SURVEYOR'S CERTIFICATE

I, J. Michael DeMass, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 174007, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets, and open spaces, hereafter to be known as;

### COLD SPRINGS AT RED HAWK RANCH PHASE 2 A PLANNED UNIT DEVELOPMENT,

and that the same has been surveyed and staked on the ground as shown on this plat. I further certify that all lots meet the area, frontage and width requirements of the applicable zoning ordinance.

NOV 26, 2002  
DATE

  
J. MICHAEL DEMASS,  
R.L.S. (#174007)

### COLD SPRINGS AT RED HAWK RANCH PHASE 2 BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE EASTERLY BOUNDARY OF COLD SPRINGS AT RED HAWK RANCH PHASE 1 SAID POINT BEING S89°02'40"E ALONG THE SECTION LINE 1207.84 FEET AND SOUTH 85.22 FEET FROM THE NORTHWEST CORNER OF SECTION 29 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE S89°09'24"E 291.43 FEET; THENCE SOUTH 270.34 FEET; THENCE S45°00'00"E 160.44 FEET; THENCE S43°29'41"W 357.84 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET AN ARC LENGTH OF 21.29 FEET SUBTENDED BY A CHORD BEARING S44°47'33"W 21.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID COLD SPRINGS AT RED HAWK RANCH PHASE 1; THENCE ALONG THE EASTERLY BOUNDARY OF SAID COLD SPRINGS AT RED HAWK RANCH PHASE 1 THE FOLLOWING FIFTEEN COURSES (1) N45°00'00"W 87.06 FEET; (2) THENCE N45°00'00"E 39.88 FEET; (3) THENCE N45°00'00"W 152.38 FEET; (4) THENCE N45°00'00"E 178.34 FEET; (5) THENCE N06°23'38"W 5.00 FEET; (6) THENCE N89°59'18"W 70.61 FEET; (7) THENCE N00°00'36"E 98.67 FEET; (8) THENCE WEST 78.84 FEET; (9) THENCE N45°00'00"W 30.65 FEET; (10) THENCE NORTH 72.73 FEET; (11) THENCE N05°32'16"E 36.27 FEET; (12) )THENCE NORTH 9.96 FEET; (13) THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET AN ARC LENGTH OF 65.23 FEET SUBTENDED BY A CHORD BEARING N18°41'09"E 64.08 FEET; (14) THENCE N38°45'59"E 4.87 FEET; (15) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 80.00 FEET AN ARC LENGTH OF 34.78 FEET SUBTENDED BY A CHORD BEARING N27°42'17"E 34.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.95 ACRES AND 56 LOTS.

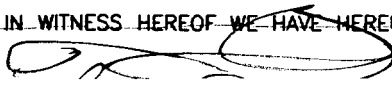

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, OPEN SPACES, AND EASEMENTS TO BE HEREAFTER KNOWN AS THE

#### COLD SPRINGS AT RED HAWK RANCH PHASE 2 SUBDIVISION PLAT

AND DO HEREBY DEDICATE TO EAGLE MOUNTAIN CITY A GROSS PUBLIC UTILITY EASEMENT OVER, UNDER, ACROSS, AND THROUGH ALL PRIVATE STREETS, LOTS AND COMMON AREAS FOR THE USE OF EAGLE MOUNTAIN CITY TO PROVIDE WATER, SEWER, ELECTRICITY, NATURAL GAS, AND TELEPHONE SERVICES TO THE LOTS DESIGNATED ON THE PLAT, INCLUDING A RIGHT-OF-WAY TO EAGLE MOUNTAIN CITY FOR PUBLIC USE OVER AND ACROSS THE COMMUNITY TRAIL DEPICTED ON THE PLAT AND TO SUCH OTHER AREAS INTENDED FOR PUBLIC USE.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 2ND DAY OF DECEMBER, A.D. 2002

 Michael Branson 

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

**JOINDER 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

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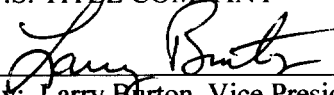


(SEAL)

By: Jon Larson, Senior Vice President 12/02/02

TRUSTEE:  
U.S. TITLE COMPANY

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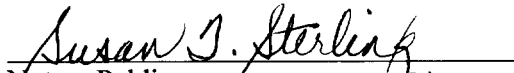
(SEAL)

By: Larry Burton, Vice President

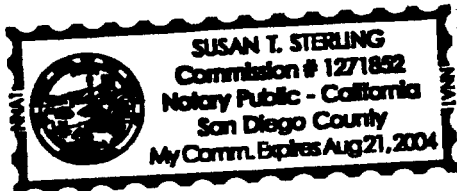
STATE OF ~~UTAH~~ CALIFORNIA  
COUNTY OF ~~SALT LAKE~~ SAN DIEGO

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, ~~San Diego 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.

  
Notary Public Susan T. Sterling

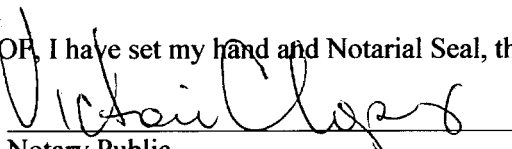
My commission expires: August 21, 2004



STATE OF UTAH  
COUNTY OF SALT LAKE

I HEREBY CERTIFY, that on this 21 day of Nov, 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.

  
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Notary Public

My commission expires: 11-15-05

