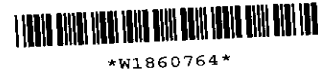


WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109
(801) 485-1555



**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COLDWATER CREEK, A PLANNED UNIT DEVELOPMENT
IN WEBER COUNTY, UTAH**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Coldwater Creek, a Utah planned unit development, is made and executed by RUSSELL-PACKARD DEVELOPMENT, INC., of P. O. Box 198, Lehi, Utah 84043 (hereinafter referred to as the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Coldwater Creek was recorded in the office of the County Recorder of Weber County, State of Utah on or about the 2nd day of December, 1999 as Entry No. 1676978, in Book 2046, at Page 2259 of the official records (the "Declaration").

B. This document affects the real property located in Weber County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

C. The undersigned certifies that all of the voting requirements of Article III, Section 27 and 34 of the Declaration have been satisfied.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Amendment to the Declaration of Covenants, Conditions and Restrictions for Coldwater Creek for and on behalf of all of the Owners.

~~1. The name of the Project is hereby changed to BELLE ISLE.~~ *MCJ Superior Court*

2. Article III, Section 5 of the Declaration, entitled *Ownership and Use*, is hereby amended to add the following subsection:

21. **Basements.** All Lots within this development are restricted to structures which have the lowest floor elevation no greater than forty inches (40") below the natural ground surface. If basement floor elevations below

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REC FOR: RUSSELL-PACKARD

this depth are requested, they may be approved subject to an individual Lot soil test hole investigation reviewed by the staff of North Ogden City and the installation of a perimeter subsurface drainage system around the basement foundation approved by North Ogden City. In the event of any conflict, inconsistency, or incongruity between the foregoing provision and provisions on the Plat Map (i.e., no building to have finished floor below existing ground surface), the former shall in all respects govern and control.

3. Article III, Section 16 of the Declaration, entitled *Operation, Maintenance and Alteration*, is hereby amended to add the following new subsection:

j) **Contract Services.** Each Owner may contract with the Association to provide landscaping and other maintenance services on an a-la-carte basis for an agreed upon fee; provided, however, if the Owner fails to provide the promised services, then

4. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Weber County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 8 day of July, 2002.

RUSSELL RACKARD DEVELOPMENT, INC.

By: 

Name: Lawrence M. Russell
Title: President

PROPOSED AMENDMENT NO. 2 APPROVED BY:

CITY OF NORTH OGDEN,
a municipal corporation

By: 

Name: Richard Nelson

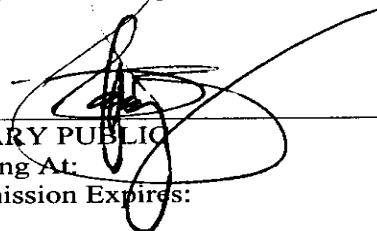
Title: City Administrator

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ACKNOWLEDGMENT

STATE OF UTAH)
)ss:
COUNTY OF UTAH)

On the 6 day of July, 2002, personally appeared before me LAWRENCE M. RUSSELL, who by me being duly sworn, did say that he is the President of the RUSSELL-PACKARD DEVELOPMENT, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors or its Article of Incorporation, and said LAWRENCE M. RUSSELL duly acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing At:
Commission Expires:

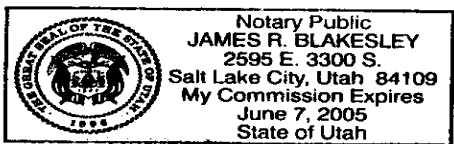


EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document is located in ^{Weber}~~Salt Lake~~ County, Utah and is described more particularly as follows:

ROYLANCE FARMS P.R.L.D. Phase II AMENDMENT #2

17-260-0001 TO 0013 ✓
17-261-0001 TO 0031 ✓
17-262-0001 TO 0023 ✓