

WHEN RECORDED, PLEASE MAIL TO:

Ray Quinney & Nebeker
Attn: Blake Bauman
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HIDDEN SPRINGS SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN SPRINGS SUBDIVISION (this "*Amendment*") is made and entered into as of the 13th day of June, 2022 by Richmond American Homes of Utah, Inc., a Colorado corporation ("*Declarant*").

RECITALS

A. Declarant previously recoded that certain Declaration of Covenants, Conditions, and Restrictions for Hidden Springs Subdivision in the office of the Utah County Recorder on November 27, 2019, as Entry No. 125967 (the "*Declaration*"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Declaration.

B. Some Owners have expressed an interest in building stairs from the decks of their Residences to the ground below such decks ("*Deck Stairs*").

C. Declarant desires to amend the Declaration to allow Owners to build Deck Stairs subject to the terms and conditions of this Amendment.

D. As of the date this Amendment is recorded with the Utah County Recorder's Office, Declarant still owns at least one Lot in the Project. Consequently, Declarant has unilateral authority to amend the Declaration pursuant to Section 13.4 of the same.

E. A legal description of the Project is attached hereto as Exhibit A.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends the Declaration as follows.

1. **Deck Stairs**. An Owner shall have the right to construct, use, maintain, repair and replace Deck Stairs, subject to the Owner's compliance with the approval process described in Article 7 of the Declaration (including but not limited to procuring Board Approval for the construction of such Deck Stairs). Accordingly, a limited easement shall be and hereby is granted and deemed to exist in favor of each Owner for the construction, use, maintenance, repair and replacement of such Deck Stairs within the Common Area of the Property.

2. **Maintenance of Deck Stairs**. Each Owner shall be responsible for maintaining such Owner's Deck Stairs, if any, installed with respect to such Owner's Residence, consistent with the maintenance requirements set forth in Section 6.1 of the Declaration.

3. **Other Easements.** The construction of any Deck Stairs on an Owner's Lot will not modify, terminate or otherwise affect the easement rights granted to the Association by Section 9.2 of the Declaration.

4. **Release of Liability; Indemnification.** Each Owner, for such Owner and on behalf of such Owner's immediate and extended family members, spouse, partner, heirs, assigns, successors, and any person now or in the future living in or otherwise occupying such Owner's Residence (collectively, the "***Owner Parties***"), hereby voluntarily releases, discharges, waives, and forever relinquishes any and all claims, actions or causes of action, whether in law or in equity, against the Board, the Association, and Declarant and their respective officers, managers, directors, members, shareholders agents, representatives, employees and staff (collectively, the "***Released Parties***"), including, but not limited to, any and all claims, actions, or causes of action for personal injury, property damage, death, or loss of any kind whatsoever arising as a result of or in connection with the construction, installation, or use of any Deck Stairs located within the Project. This release of liability described in this Section is in addition to and not a replacement of the provisions of Section 7.3 of the Declaration or any other similar provisions in the same. Furthermore, to the fullest extent permitted by law, each Owner agrees to indemnify, save, and hold harmless the Released Parties from any loss, liability, damage, or cost they may incur arising out of or in any way related to any loss, damage, or injury, including death, that may be sustained by Owner, the Owner Parties, or any third parties arising out of or related to the construction, installation, or use of any Deck Stairs.

5. **Conflict.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same. This Amendment shall be recorded in the Office of the Utah County Recorder against the Project and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Lots within the Project.

6. **Effective Date.** This Amendment shall be effective upon recording of this Amendment in the records of the Office of the Recorder of Utah County, Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant, acting pursuant to authority granted under the Declaration, has executed this Amendment as of the date first set forth above.

DECLARANT:

Richmond American Homes of Utah, Inc., a Colorado corporation

Signature: *Scott Turner*
Print Name: Scott Turner
Its: EVPO

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 14 day of May, 2022, before me, a Notary Public in and for said state, personally appeared Scott Turner, known or identified to me, who executed the above instrument as the EVPO of Richmond American Homes of Utah, Inc., a Colorado corporation.

Delisa Soliaj
Notary Public

1603531

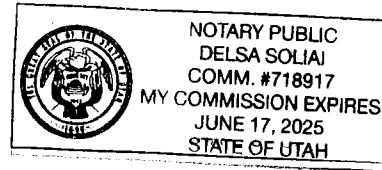


EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

A parcel of land, situate in the South Half of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian, containing all of Lot 1 of the Hidden Springs Subdivision, said parcel also located in Pleasant Grove, Utah County, Utah, more particularly described as follows:

Beginning at the intersection of the existing East line of 1650 West Street with the North boundary line of 'The Gables at Pleasant Grove, PUD' subdivision, as recorded under Entry No. 2005-116793 in the Utah County Recorder's Office, which is located North 0°17'52" West 1259.24 feet along the Quarter Section Line, and South 89°40'18" West 243.43 feet from the South Quarter Corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence North 2°00'26" East 679.44 feet along the existing East line of said 1650 West Street;
 thence South 87°59'34" East 11.00 feet;
 thence Southeasterly 39.27 feet along the arc of a 25.00-foot radius non-tangent curve to the left (center bears South 87°59'34" East, and the long chord bears South 42°59'34" East 35.36 feet, through a central angle of 90°00'00"), to the North line of 300 North Street;
 thence South 87°59'34" East 48.45 feet, along said North line;
 thence South 83°13'45" East 60.21 feet, along said North line;
 thence South 87°59'34" East 170.83 feet, along said North line;
 thence Southeasterly 99.25 feet along the arc of a 228.00-foot radius tangent curve to the right (center bears South 2°00'26" West, and the long chord bears South 75°31'19" East 98.47 feet, through a central angle of 24°56'30"), along said North line;
 thence South 63°03'04" East 126.29 feet, along said North line;
 thence Southeasterly 34.28 feet along the arc of a 72.00-foot radius tangent curve to the left (center bears North 26°56'56" East, and the long chord bears South 76°41'22" East 33.95 feet, through a central angle of 27°16'37"), along said North line;
 thence North 89°40'19" East 228.19 feet, along said North line;
 thence Southeasterly 108.54 feet along the arc of a 228.00-foot radius tangent curve to the right (center bears South 0°19'41" East, and the long chord bears South 76°41'22" East 107.52 feet, through a central angle of 27°16'37"), along said North line;
 thence South 63°03'04" East 181.00 feet, along said North line;
 thence Southeasterly 54.89 feet along the arc of an 89.50-foot radius tangent curve to the left (center bears North 26°56'56" East, and the long chord bears South 80°37'10" East 54.03 feet, through a central angle of 35°08'13"), along said North line;
 thence North 81°48'43" East 28.65 feet, along said North line;
 thence Northeasterly 38.13 feet along the arc of a 25.00-foot radius tangent curve to the left (center bears North 8°11'17" West, and the long chord bears North 38°07'09" East 34.54 feet, through a central angle of 87°23'08"), along said North line, to the West line of Proctor Lane (1300 West);
 thence Northwesterly 4.65 feet along the arc of a 420-foot radius tangent curve to the right (center bears North 84°25'35" East, and the long chord bears North 5°15'24" West 4.65 feet, through a central angle of 0°38'02"), along the West line of Proctor Lane (1300 West);
 thence South 83°46'06" East 27.94 feet;
 thence South 1°30'04" West 20.96 feet;
 thence South 4°47'44" East 107.24 feet;
 thence South 89°10'52" East 14.21 feet;
 thence South 1°02'23" West 331.19 feet;
 thence South 89°44'08" West 20.41' feet, to the Northerly boundary line of said 'The Gables at Pleasant Grove, PUD';
 thence North 1°04'58" East 7.68 feet, along said boundary;
 thence West 80.00 feet along said boundary;
 thence South 0°48'20" East 8.92 feet along said boundary;
 thence South 89°40'18" West 1,119.80 feet along said boundary, to the Point of Beginning.

Parcel contains: 678,368 square feet, or 15.57 acres.