



W2380822

When recorded mail to:
NILSON & CO., INC., a Utah corporation
5617 South 1475 East
Ogden, UT 84403

E# 2380822 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
18-DEC-08 11:01 AM FEE \$18.00 DEP SC
REC FOR: BONNEVILLE SUPERIOR TITLE COMP
ELECTRONICALLY RECORDED

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COLD SPRINGS VILLAGE**

A Planned Residential Unit Development

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Cold Springs Village, a planned residential unit development (Phase 1), was recorded March 16, 2006, as Entry number 2166609, pages 1 through 41, Records of Weber County, Utah (the "Declaration"); and

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions for Cold Springs Village, a planned residential unit development (Phase 1), was dated the 24th day of August, 2006, and recorded on the 28th day of August, 2006, as Entry No. 2203671, pages 1 through 43, Records of Weber County, Utah (the "First Amended Declaration"); and

WHEREAS, the First Amended Declaration was supplemented by the filing of a First Supplemental Declaration dated the 21st day of November, 2008, and recorded on the 21st day of November, 2008, as Entry No. 2376708, pages 1 through 2, Records of Weber County, Utah; and

WHEREAS, it is necessary and desirable that the First Amended Declaration be again supplemented to amend Article III, Section 3.03, *Exterior of Residential Units* (the "Second Supplemental Declaration"); and

WHEREAS, pursuant to the call of a special meeting by the Board of Directors and a vote of a quorum at said special meeting to amend Article III, Section 3.03,

NOW, THEREFORE, in consideration of the promises, agreements, and considerations herein contained, IT IS HEREBY AGREED that the Declaration shall be, and the same is, hereby amended as follows:

1. Article III, Section 3.03 is amended to provide as follows:

3.03 *Exterior of Residential Units.*

11-375-0001-0042 ✓
11-376-0001-0020 ✓

a. *Townhome Lots.* Excepting the HVAC compressors, the Association shall keep the exterior of the Residential Units on Townhome Lots, including without further limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces and any and all other exterior improvements to the Townhome Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Unit in a manner consistent with existing design, materials, colors and other such items then in use on other Residential Units within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.07 hereof. In the event that any Residential Unit should develop an unsanitary condition or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Townhome Lot and correct or eliminate said condition at the Owner's expense.

b. *Patio Home Lots.* Each owner of a Patio Home Lot shall keep the exterior of the Owner's Residential Unit, including without further limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces and any and all other exterior improvements to the Patio Home Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Unit in a manner consistent with existing design, materials, colors and other such items then in use on other Residential Units within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.07 hereof. In the event that any Residential Unit should develop an unsanitary condition or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Patio Home Lot and correct or eliminate said condition at the Owner's expense.

2. This Second Supplemental Declaration incorporates herein by reference the terms and conditions of the Amended Declaration and First Supplemental Declaration, and all terms thereof shall be binding upon Cold Springs Village, Phases 1 and 2, a planned residential unit development.

3. This Second Supplemental Declaration, and every provision hereof, shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed this Second Supplemental Declaration the 25th day of November, 2008.

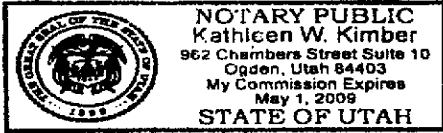
DECLARANT:

NILSON & CO., INC., a Utah corporation

By: Bruce L. Nilson
Bruce L. Nilson, President

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 25th day of November, 2008, personally appeared before me Bruce L. Nilson, known to me to be the President of Nilson & Co., Inc., a Utah corporation, and known to me to be the person who executed the within instrument on behalf of said entity.



Kathleen W. Kimber
Notary Public

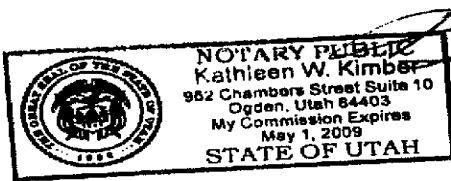
DECLARANT:

Nancy Hartog
Nancy Hartog

State of Utah)
 } ss.
County of Weber)

On the 17th day of December, 2008, personally appeared before me Nancy Hartog, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.



Kathleen W. Kimber
Notary Public

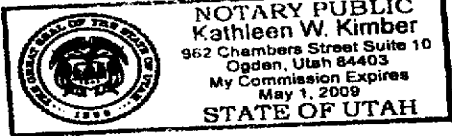
DECLARANT:

Craig W. Lunceford
Craig Lunceford

State of Utah }
 }ss.
County of Weber }

On the ^{November 11} 25 day of ~~December~~, 2008, personally appeared before me Craig Lunceford, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.



Kathleen W. Kimber
Notary Public

DECLARANT:

Sandra Julander
Sandra Julander

State of Utah }
 }ss.
County of Weber }

On the 5th day of December, 2008, personally appeared before me Sandra Julander, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.

Patrick Vanderhoof
Notary Public



DECLARANT:

Paul D. Wallace
Paul D. Wallace

Cathy M. Wallace
Cathy M. Wallace

State of Utah }
 }ss.
County of Weber }

On the _____ day of December, 2008, personally appeared before me Paul D. Wallace and Cathy M. Wallace, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.

Patrick Vanderhoof
Notary Public



DECLARANT:

Ricky E. Hinds
Ricky E. Hinds

State of Utah }
 }ss.
County of Weber }

On the 15th day of December, 2008, personally appeared before me Ricky E. Hinds, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they, executed the same.

Witness my hand and official seal.

Patrick Vanderhoof
Notary Public

