

**FIRST AMENDMENT TO THE AMENDED & RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR
DEER COVE SUBDIVISION**
(A Neighborhood and Sub-Association within Hidden Springs Master Community)
In Davis County, Utah

THIS FIRST AMENDMENT TO THE AMENDED & RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER COVE SUBDIVISION (this "First Amendment") is hereby adopted by the Fruit Heights Hidden Springs Deer Cove Sub-Homeowners Association, Inc. ("Deer Cove Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

In the event of conflict between this First Amendment and the Master Declaration, this First Amendment shall control with regard to the Lots and Owners within the Deer Cove Association.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto ("Property").

(B) On or about March 18, 2005, the Declaration of Covenants, Conditions, Agreements & Restrictions for Hidden Springs Master Community was recorded in the Davis County Recorder's Office, as Entry No. 2059700.

(C) On or about August 21, 2006, a Plat Map depicting Deer Cove at Hidden Springs was recorded in the Davis County Recorder's Office as Entry No. 2194583 ("Deer Cove Plat").

(D) On or about November 15, 2006, an Amendment to the Declaration of Covenants, Conditions, Agreements & Restrictions of Hidden Springs Master Community was recorded in the Davis County Recorder's Office as Entry No. 2219117.

(E) On or about January 11, 2019, an Amended & Restated Declaration of Covenants, Conditions & Restrictions was recorded as Entry No. 3138096, which replaced the earlier declaration affecting the Master Community ("Master Declaration").

(F) On or about January 18, 2019, an Amended & Restated Supplemental Declaration of Covenants, Conditions & Restrictions for Deer Cove Subdivision (A Neighborhood and Sub-Association within Hidden Springs Mater Community) was also recorded as Entry No. 3139430 ("Deer Cove Declaration").

(G) On or about June 17, 2019, an Amended Notice of Reinvestment Fee Covenant was recorded as Entry No. 3166317.

(H) With approval of the Fruit Heights Hidden Springs Master Homeowners Association, Inc. ("Master Association"), the Deer Cove Association and its Members, consistent with the Deer Cove Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this First Amendment. It is the intent of this First Amendment to make corrections and clarification to Lot boundary lines, as well as Common Area and Limited Common Area boundaries, as the same relates to individual Lots within the Property. It has come to the Deer Cove Association's attention that individual Lot and boundary lines, as they currently exist within the Property, do not align with those boundary lines depicted in the Deer Cove Plat(s). Accordingly, the Deer Cove Association desires to correct/modify the boundaries consistent with the boundaries identified in the plat(s) and survey, which is attached hereto as **Exhibit "B"**. This First Amendment seeks to adjust the respective boundaries identified within the existing plat(s) to align with the existing conditions of construction on each Lot. Further, the Deer Cove Association seeks modify the boundaries of the Common Areas and Limited Common Areas, as they relate to the construction of individual Lots, as more specifically identified in **Exhibit B**.

(I) The Deer Cove Association and its members desire to correct the plat(s) to reflect the "as built" and existing boundary lines between the Lots. Further, the Deer Cove Association and its members desire to clarify where Common Areas and Limited Common Areas terminate and Lot and Private Areas boundaries begin, as further set forth on **Exhibit B**. These corrections will also impact the Master Association and Deer Cove Association maintenance and insurance responsibilities. The Master Association and Deer Cover Association shall have no insurance or maintenance responsibility with regard to the individual Lots and private areas as corrected by **Exhibit B**. In order to accomplish these objectives, the Owners authorize the Deer Cove Association to undertake certain activities to effectuate this purpose, as further set forth herein

(J) In accordance with Utah Code § 10-9a-606(5), the Deer Cove Association has obtained no less than 67% of the total voting interest consenting to this First Amendment making any necessary conveyance of Common Area in order to adjust the Lot boundaries as set forth in **Exhibit B**. Further, The Deer Cove Association intends to obtain the written approval on a corrected and final plat (once completed) from all owners whose Lot, Limited Common Area or Private Area is being impacted by this First Amendment.

(K) Pursuant to Article 19.7 of the Deer Cove Declaration and the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Deer Cove Association, provided their written consent approving and consenting to the recording of this First Amendment.

CERTIFICATION

By signing below, the Board hereby certifies that the above described approvals were obtained, approving and consenting to the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Deer Cove Association hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Deer Cove Declaration remains in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Master Declaration, Deer Cove Declaration, or any prior amendments, the provisions of this First Amendment shall in all respects govern and control for the Property. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment. It is the intent of this First Amendment that certain maintenance and insurance responsibilities will be modified as a result of the correct boundaries.

AMENDMENTS

5. Amended Boundary Lines of Lots, Private Areas, Limited Common Area and Common Area. Owners in the Deer Cove Association hereby authorize the Board of Directors for the Deer Cove Association to undertake the process of preparing and submitting a petition for approval of the to be prepared corrected plat(s), as supplemented and modified by licensed professionals, for the correction of and adjustment of boundary lines between individual Lots, as well as between Lots and Limited Common, Private Areas, and Common Areas for the purposes set forth herein. This process is contemplated to include, but is not limited, to the following tasks:
 - a. Meet with relevant Fruit Heights City and/or County officials;
 - b. Obtain requisite approval from relevant government departments/agencies;
 - c. Retain the requisite professionals to prepare the necessary plat(s) and/or surveys;

- d. Submit any required submittals to the City/County to amend the Plat(s);
- e. Speak for the associations and/or owners at any necessary hearing to accomplish this task;
- f. Execute any and all necessary documents to accomplish this task;
- g. Participate in any required public meeting(s); and
- h. Record this First Amendment and any plats/surveys, which may include **Exhibit B**, at the appropriate juncture;

Upon successful completion of these items, the Deer Cove Association shall record the necessary documents to reflect the corrected boundaries of Lots, Limited Common Areas, Private Areas, and Common Areas for the clarification and benefit of the Deer Cove Association and all Owners.

6. Definitions, Maintenance & Insurance. The amend/corrected plat(s), once finalized, shall have a corresponding impact to those definitions in the Master Declaration and the Deer Cove Declaration setting forth corresponding maintenance and insurance responsibilities of Common Area, Limited Common Area, and the Lots (and Private Areas). Upon completion of the corrected boundaries, such maintenance and insurance responsibilities for the Master Association and/or Deer Cove Association shall correspond to the corrected boundaries of Common Area, Limited Common Area, and the Lots (and Private Areas). Owners shall be solely responsible for maintenance and insurance upon their Lots (and Private Areas). Any corresponding responsibilities between the Master Association and Deer Cove Association, as set forth in the Master Declaration and/or Deer Cove Declaration remain unchanged.

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Exhibit "A"
Legal Description

ALL OF THE LOTS IN THE DEER COVE HIDDEN SPRINGS SUBDIVISION DESCRIBED AS FOLLOWS:

LOT 1S, 2S, 3S, 4S 5, 6, 7S, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17L, 18L, 19L, 20L, 21L, 22L, 23L, 24L, 25L, 26L, 27L, 28L, 29L, 30L, 31S-L, 32S-L, 33S-L, 34S-L, 35S, 36S, 37S, 38S, 39S, 40S, 41S, 42S

TAX I.D. NOS: 07-257-0001, 07-257-0002, 07-257-0003, 07-257-0047; 07-257-0046; 07-257-0006; 07-257-0007; 07-257-0008; 07-257-0009; 07-257-0049; 07-257-0011; 07-257-0012; 07-257-0052; 07-257-0014; 07-257-0048; 07-257-0015; 07-257-0053; 07-257-0018; 07-257-0019; 07-257-0020; 07-257-0021; 07-257-0022; 07-257-0023; 07-257-0024; 07-257-0025; 07-257-0026; 07-257-0027; 07-257-0028; 07-257-0029; 07-257-0054; 07-257-0031; 07-257-0032; 07-257-0033; 07-257-0034; 07-257-0035; 07-257-0036; 07-257-0037; 07-257-0038; 07-257-0039; 07-257-0040; 07-257-0041; 07-257-0042; 07-257-0045

Common Area – 07-257-0051

