

When recorded return to:
R.L. Knuth,
Attorney at Law
Jones, Waldo, Holbrook & McDonough
170 S. Main, Suite 1500
Salt Lake City, Utah 84101

00724420 Bk01674 Pg01611-01617
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 JAN 24 14:54 PM FEE \$26.00 BY GGE
REQUEST: COALITION TITLE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
REDHAWK WILDLIFE PRESERVE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions
Redhawk Wildlife Preserve (this "Second Amendment") is made and effective the 18th day of
January, 2005.

RECITALS

14403/14764
A. Redhawk Development, LLC ("Declarant") is the Declarant under that certain
Declaration of Covenants, Conditions and Restrictions, Redhawk Wildlife Preserve, recorded in
the records of the Summit County Recorder on May 20, 1997, in Book 1048, Page 216, as Entry
No. 479290 ("the CC&R's"), and burdening certain real property situated in Summit County,
Utah, particularly described in "Exhibit A" of the CC & R's and commonly known as the
"Redhawk Preserve", which is subject to a certain Consent Agreement for the Red Hawk
Wildlife Project, dated May 1, 1997, by and between Declarant and Summit County (the
"Consent Agreement").

B. Declarant amended the CC&R's pursuant to the First Amendment to Declaration
of Covenants, Conditions and Restrictions for the Redhawk Wildlife Preserve, as recorded in the
records of the Summit County Recorder on August 16, 1999, in Book 1282, Page 707, as Entry
No. 546633 (the "First Amendment"), to exclude certain property particularly described in
"Exhibit B" to the First Amendment from the Redhawk Preserve.

C. Through a certain "Collateral Assignment of Declarant's Rights Under Those
Certain CC & R's", dated February 19, 2004 (the "Collateral Assignment") which was recorded
February 19, 2004 in Book 1600, Page 242-248, as Entry No. 689366 of the records of the
Summit County Recorder, Declarant assigned its rights under the CC&R's to HSBC Bank USA,
a New York banking corporation, for purposes of security in connection with a loan, which loan
remains outstanding. The Collateral Assignment prohibits Declarant from amending the CC &
R's without the prior written consent of HSBC Bank USA.

D. Declarant desires to amend the CC&R's, as amended by the First Amendment and
with the written consent of HSBC Bank USA, to exclude certain of the property originally
subject thereto and in order to accommodate separate and distinct development plans for a
portion thereof as a result of a division of ownership of property subject to the Consent

Agreement, and HSBC Bank USA desires to consent to such amendment.

E. Declarant, pursuant to Section 13.2 of the CC&R's, has the sole and absolute right to amend the CC & R's inasmuch as Owners have not yet built homes on 75 percent of the Lots within the Redhawk Preserve, and this Second Amendment will not adversely affect marketability or title to come or materially diminish the value of, any Lot.

NOW THEREFORE, pursuant to Section 13.2 of the CC & R's, Declarant hereby amends the CC&R's as follows:

AMENDMENT:

1. Exhibit "A" to the CC & R's, as amended by the First Amendment, is hereby amended to exclude therefrom the property particularly described in Exhibit "A", attached to this Second Amendment.

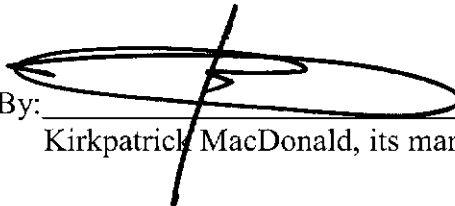
2. The property referred to in paragraph 1, above, and described in Exhibit "A", attached, is hereby released from, and shall no longer be subject to any of the terms, covenants, restrictions, easements or other provisions of the CC & R's. The owner of such property is also released from any and all liability for assessments or other obligations that may have accrued under the CC & R's against such property.

3. All provisions of the CC & R's shall, unless expressly amended by this Second Amendment, remain unaffected hereby.

4. In consideration of the consent of HSBC Bank USA, National Association (successor by merger to HSBC Bank USA) given herein, Declarant, on behalf of itself, its successors and assigns, covenants and agrees that it shall impose no covenants, conditions, or restrictions on the property described in Exhibit "A" of the CC&R's, as amended hereby without the prior, written consent of HSBC Bank USA, and that any such covenants, conditions, or restrictions shall be subject to the provisions of the Collateral Assignment.

DECLARANT:

REDHAWK DEVELOPMENT, LLC, a Utah
limited liability company

By: 

Kirkpatrick MacDonald, its managing member

[This space intentionally blank]

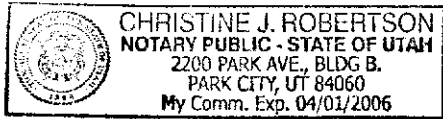
AGREED AND CONSENTED TO:

HSBC BANK USA, National Association (successor by merger to HSBC Bank USA)

By: _____
Its: _____

STATE OF UTAH)
) :SS.
COUNTY OF Summit)

On the 18 day of January, 2005, personally appeared before me Kirkpatrick MacDonald, who, being by me duly sworn, did say that he is the Manager and sole member of Redhawk Development, LLC, a Utah limited liability company, that this instrument was signed in behalf of said company by authority of its operating agreement, and said Kirkpatrick MacDonald acknowledged to me that said company executed the same.



Christine J. Robertson
NOTARY PUBLIC

STATE OF NEW YORK)
) :SS.
COUNTY OF NEW YORK)

On the _____ day of January, 2005, personally appeared before me _____, who, being by me duly sworn, did say that he is the _____ of HSBC Bank USA, National Association that this instrument was signed in behalf of said bank by authority of its articles of incorporation and a resolution of its board of directors duly enacted, and said _____ acknowledged to me that HSBC Bank USA, National Association executed the same.

RECORDERS NOTE
DUE TO THE COLOR OF THE INK
OF THE NOTARY SEAL AFFIXED
TO THIS DOCUMENT, THE
SEAL MAY BE UNSATISFACTORY
FOR COPYING.

NOTARY PUBLIC

AGREED AND CONSENTED TO:

HSBC BANK USA, National Association (successor by merger to HSBC Bank USA)

By: 
 Its: **PETER S. FUDGE**
SENIOR VICE PRESIDENT

STATE OF NEW YORK)

:SS.

COUNTY OF _____)


On the _____ day of January, 2005, personally appeared before me Kirkpatrick MacDonald, who, being by me duly sworn, did say that he is the Manager and sole member of Redhawk Development, LLC, a Utah limited liability company, that this instrument was signed in behalf of said company by authority of its operating agreement, and said Kirkpatrick MacDonald acknowledged to me that said company executed the same.

NOTARY PUBLIC

STATE OF NEW YORK)

:SS.

COUNTY OF ~~NEW YORK~~) Queens

On the 18th day of January, 2005, personally appeared before me  who, being by me duly sworn, did say that he is the SVP of HSBC Bank USA, National Association that this instrument was signed in behalf of said bank by authority of its articles of incorporation and a resolution of its board of directors duly enacted, and said _____ acknowledged to me that HSBC Bank USA, National Association executed the same.


NOTARY PUBLIC

KOUSILLA DATADEEN
Notary Public, State of New York
No. 01DA6001894
Qualified in Queens County
Commission Expires March 9, 20 06 **PK1674 PG1614**

EXHIBIT A

THE PRESERVE, PHASE I, according to the official plat thereof on record in the Office of the Recorder, Summit County, Utah, and particularly described as follows:

A portion of Sections 7, 8 and 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the North Line of Glenwild Phase I, recorded August 1, 2000 as Entry No. 570156 on file at the Summit County, Utah Recorder's Office, said point being North $00^{\circ}01'45''$ East along the Section Line 1585.27 feet from the Southwest Corner of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North $00^{\circ}01'45''$ East 2663.75 feet between said Southwest Corner and the West Quarter Corner of said Section 8); and running thence along said North Line of Glenwild Phase I the following three (3) courses: 1) thence West 614.77 feet; 2) thence North $06^{\circ}39'45''$ West 43.34 feet; 3) thence North $89^{\circ}59'28''$ West 725.09 feet to the East Line of The Ridge At Red Hawk, recorded May 28, 1997 as Entry No. 479638; thence along said East Line of The Ridge At Red Hawk the following eight (8) courses: 1) thence North $00^{\circ}00'58''$ East 1028.08 feet; 2) thence North $89^{\circ}41'30''$ East 274.50 feet; 3) thence North $00^{\circ}48'21''$ West 943.40 feet; 4) thence East 482.36 feet to a non-tangent point of curvature of a 300.00 foot radius curve to the left, the center of which bears North $08^{\circ}25'27''$ West; 5) thence Northeasterly along the arc of said curve 224.06 feet through a central angle of $42^{\circ}47'33''$; 6) thence North $38^{\circ}47'00''$ East 188.50 feet to a point of curvature of a 1000.00 foot radius curve to the right, the center of which bears South $51^{\circ}13'00''$ East; 7) thence Northeasterly along the arc of said curve 131.19 feet through a central angle of $07^{\circ}30'59''$ to a point of compound curvature of a 635.00 foot radius curve to the right, the center of which bears South $43^{\circ}42'01''$ East; 8) thence Northeasterly along the arc of said curve 250.14 feet through a central angle of $22^{\circ}34'13''$ to the West Line of said Section 8 and the West Line of Red Hawk Ranch Plat "B", recorded October 22, 1998 as Entry No. 520593 on file at the Summit County, Utah Recorder's Office, said point also being the point of curvature of a 635.00 foot radius curve to the right, the center of which bears South $21^{\circ}07'48''$ East; thence along said Red Hawk Ranch Plat "B" the following fourteen (14) courses: 1) thence along the arc of said last mentioned curve 413.37 feet through a central angle of $37^{\circ}17'55''$ to a point of reverse curvature of a 115.00 foot radius curve to the left, the center of which bears North $16^{\circ}10'07''$ East; 2) thence Northerly along the arc of said curve 397.45 feet through a central angle of $198^{\circ}01'07''$; 3) thence South $88^{\circ}09'00''$ West 78.50 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears North $01^{\circ}51'00''$ West; 4) thence Westerly along the arc of said curve 169.56 feet through a central angle of $48^{\circ}34'35''$; 5) thence North $43^{\circ}16'25''$ West 294.30 feet; 6) thence North $00^{\circ}11'44''$ East 69.35 feet; 7) thence North $77^{\circ}15'22''$ East 1077.40 feet; 8) thence North $66^{\circ}27'16''$ East 1050.72 feet to the North Line of said Section 8; 9) thence North $89^{\circ}48'26''$ East along said North Line 640.84 feet to the North Quarter of said Section 8; 10) thence North $89^{\circ}49'39''$ East along said North Line 2323.85 feet; 11) thence South $01^{\circ}05'27''$ West 1327.19 feet; 12) thence South $82^{\circ}47'58''$ West 1116.08 feet; 13) thence

BK1674 PG1615

South 18°29'16" East 650.38 feet; 14) thence South 32°29'00" East 97.29 feet to the Northerly Line of Red Hawk Ranch Plat "C" Amended, recorded April 5, 2000 as Entry No. 562827 on file at the Summit County; thence along said Red Hawk Ranch Plat "C" Amended the following five (5) courses: 1) thence South 32°29'00" East 121.48 feet; 2) thence South 17°07'42" East 70.80 feet; 3) thence South 81°09'52" East 1465.10 feet; 4) thence South 00°01'49" East 145.42 feet; 5) thence South 00°06'25" East 1458.48 feet to the Northeast corner of Glenwild Phase III, recorded October 2, 2000 as Entry No. 573955 on file at the Summit County, Utah Recorder's Office; thence along said Glenwild Phase III the following five (5) courses: 1) thence North 83°56'00" West 1723.75 feet; 2) thence South 435.00 feet; 3) thence North 89°57'11" West 1554.47 feet; 4) thence North 15°58'15" East 687.86 feet; 5) thence West 2481.22 feet to the Northeast Corner of said Glenwild Phase I; thence West 88.19 feet along the North Line of said Glenwild Phase I to the point of beginning.

Containing 497.58 acres more or less.

THE PRESERVE, PHASE 2, according to the official plat thereof on record in the Office of the Recorder, Summit County, Utah, and particularly described as follows:

A portion of Sections 5 and 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is North 89°48'26" East along the Section Line 328.63 feet from the Southwest Corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°02'19" East 2699.96 feet between said Southwest Corner and the West Quarter Corner of said Section 5), thence North 08°49'22" East 828.99 feet; thence North 80°26'30" West 171.64 feet; to a point of curvature of a 250.00 foot radius curve to the right, the center of which bears North 09°33'30" East; thence Northwesterly along the arc of said curve 449.67 feet through a central angle of 103°03'24"; thence North 22°36'54" East 240.08 feet; to a point of curvature of a 350.00 foot radius curve to the right, the center of which bears South 67°23'07" East; thence Northeasterly along the arc of said curve 174.42 feet through a central angle of 28°33'09"; thence North 51°10'02" East 202.37 feet; to a point of curvature of a 250.00 foot radius curve to the left, the center of which bears North 38°49'58" West; thence Northerly along the arc of said curve 243.04 feet through a central angle of 55°42'06"; thence North 04°32'04" West 102.63 feet; thence North 72°13'20" West 515.65 feet; thence North 17°46'40" East 626.20 feet; thence North 00°07'16" West 316.24 feet; thence North 16°46'29" West 30.00 feet; thence South 89°52'44" West 191.55 feet; thence North 737.36 feet; thence West 35.04 feet; thence North 00°07'16" West along said Section Line 999.60 feet to the Northwest Corner of said Section 5; thence North 89°43'01" East along the Section Line 204.91 feet; thence South 89°54'44" East along the Section Line 776.09 feet; thence South 00°04'31" West 1001.08 feet; thence South 89°55'35" East 1195.78 feet; thence South 00°04'31" West 29.00 feet; thence South 89°55'35" East 423.22 feet; thence North 00°04'31" East 1029.68 feet to the North Line of said Section 5; thence South 89°54'44" East along the Section Line 896.55 feet; thence South 00°04'15" West 2116.90 feet to the North Line of the Amended Plat Goshawk Ranch on file as Entry No. 547374 at the Summit County Recorder's Office; thence along said North and the West Line of said Amended Plat Goshawk Ranch the following two (2) courses: 1) thence South 89°43'32" West 838.18 feet; thence South 00°00'30" West 2696.22 feet to the South Quarter Corner of said Section 5, thence South 89°48'26" West along the Section Line 640.79 feet; thence South 66°27'18" West 1050.76 feet; thence North 61°05'06" West 647.31 feet; thence North 82°25'23" West 167.12 feet; thence North 08°49'22" East 80.01 feet to the point of beginning.

Containing 285.25 Acres more or less.

Subject to and together with any and all easements, restrictions, conditions and/or instruments of record.