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Upon recording return to:

Richard E. Danley, Jr

53 S. Swift Creek Drive

Layton, Utah 84041

E 2627351 B 5399 P 969-980
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/15/2011 04:51 PM
FEE \$109.00 Pgs: 12
DEP RT REC'D FOR COLD WATER CREEK
HOMEOWNERS

10-264-0101 thru 0139
10-272-0201 thru 0240

**SECOND SUPPLEMENT AND AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR COLD WATER CREEK FOR PHASE 1 AND PHASE 2**

This Second Supplement And Amendment To The Declaration Of Protective Covenants For Cold Water Creek For Phase 1 and Phase 2 ("**Second Amendment**"), is made and executed by the President and Secretary of the Board of Trustees for the Cold Water Creek Homeowners Association, Inc., a Utah Non-Profit Corporation (the "**Association**"). The Board of Trustees, pursuant to the 2/3rds or more votes cast by the Owners of the Association, hereby amend and revise the Declaration Of Protective Covenants For Cold Water Creek For Phase 1 and Phase 2 of said subdivision (the "**Subdivision**") and all existing prior supplements and amendments to said Declaration as defined and set forth herein together with the Bylaws of the Association. The Board of Trustees for the Association is hereinafter referred to as the "**Board**".

RECITALS

- A. The Declaration of the Protective Covenants for Cold Water Creek Estates was recorded in the office of the County Recorder of Davis County, Utah on December 14, 2005 as Entry 2130499 in Book 3931 at Page 2155 of the Official Records of said County (the "**Initial Declaration**").
- B. The related Plat Map for Phase 1 of the Subdivision was also recorded at the same time as the Initial Declaration in the Office of the County Recorder for Davis County, Utah.
- C. The Initial Declaration has been amended twice by a First Supplement to the Declaration of Protective Covenants for Cold Water Creek Phase 2 as entry number 2225802 in Book 4174 at Page 955 of the Official Records of the Davis County Recorder, Davis County, Utah on December 07, 2006. ("**Supplement 1**"). The Initial Declaration was further amended by the First Supplement to the Declaration of Covenants, Conditions and Restrictions for Coldwater Creek Phase 2 Subdivision as entry number 2256884 on March 29, 2007 in the Official Records of the Davis County Recorder, Davis County, Utah ("**Supplement 2**"). Supplement 1 and Supplement 2 were filed to add Phase 2 to the Subdivision and to be governed by the Initial Declaration and to clarify the covenants conditions and restrictions pursuant to the

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Initial Declaration. The Initial Declaration, together with Supplement 1 and Supplement 2 are hereinafter collectively referred to as the "**Declaration**".

- D. Pursuant to the laws of the State of Utah, the owners of the Lots in the Subdivision, Phase 1 and Phase 2 ("**Owners**"), by a vote of 2/3rds of the Owners (67%) based on one vote for each Lot in the Subdivision are entitled at law to amend the Declaration. The individual Owners having voted during the month of August 2011 approved by a vote of 2/3rds or more each of the amendments and changes set forth in this Second Amendment. The individual votes of the Owners of the Subdivision, as counted and approved by the Board, approved the amendments and changes as set forth in this Second Amendment.

NOW, THEREFORE, pursuant to the vote of the Owners of the Subdivision as counted and approved by the Board, the Declaration and Bylaws are hereby amended in all respects to be consistent with this Second Amendment. In the event of any conflict between this Second Amendment and the Declaration or Bylaws, this Second Amendment shall control for all purposes. Any defined term or capitalized term not defined in this Second Amendment shall have the meaning set forth in the Declaration.

1. **Supplement 2.** Supplement 2 recorded as entry 2256884 in the Official Records of the Recorder's Office, Davis County, Utah is hereby revoked and terminated for all purposes and shall have no further force or effect. All duplication between Supplement 1 and Supplement 2 is hereby terminated for all purposes.
2. **Majority.** Pursuant to Article I, Definitions, Section 12 of the Initial Declaration, the word "Majority" is changed and clarified to mean a majority (more than one-half) of those eligible Owners or other groups in the Subdivision entitled to vote as authorized by the Declaration or the Board whenever a Quorum of Owners are present at a duly called meeting. A Quorum consists of more than one-half of the eligible Owners of the total Lots of the Subdivision entitled to vote based on one vote per Lot at any duly called meeting or other authorized vote taken by the Owners of the Subdivision on any matter to be voted upon.
3. **Maintenance of Individual Residences.** The failure to maintain in a good and safe condition the improvements on any Lot or the storage on any Lot of any item, property or thing that will cause any Lot or the Common Elements to appear in an unsightly, unclean, unhealthy, unsanitary, unsafe or objectionable condition are hereby prohibited; the foregoing include but are not limited to any item that (a) is or will be noxious to the senses; (b) constitutes litter, garbage or waste material in the yard for more than 24 hours; (c) constitutes any failure to regularly paint or maintain as needed the individual residence or improvements on the Lot; (d) the presence on any Lot of a junk car (inoperative or

unregistered motor vehicle), or the storage of any motor vehicle requiring repairs outside the enclosed garage, or the placement or storage of auto parts or equipment visible in the yard; or (e) any other violation pursuant to Article IV Section 17 items a through j of the Initial Declaration.

4. **Signage/Decorations.** No sign of any kind shall be displayed to the public or be able to be viewed from the street on any Lot except for one professional sign of not more than one square foot or one professional sign of not more than 2 feet by 2 feet square advertising the property as being "For Sale", "For Rent" or "For Lease. However, professional political signage is permitted on the Lot during the period for elections for local, state and national candidates, not to exceed a period of 60 days prior to the election date. In addition, display of the American or any State flag is permitted when done in a respectful and appropriate manner. In addition, congratulatory announcements, banners or decorations for family, friends and neighbors are permitted in the yard or on the residence for a period not to exceed 5 days. Holiday decorations consistent with the applicable holiday period are permitted so long as they are removed after an appropriate period not to exceed 45 days or as weather permits. "For Sale", "For Rent" or "For Lease" or other similar signage for the benefit of an individual resident or Lot, may not be placed at any time on the Common Areas or Common Elements and are strictly prohibited from such areas unless permitted by the Board. Only one "For Sale", "For Rent" or "For Lease" sign is permitted on or may be placed on any Lot or visible from the street in connection from any Dwelling Unit at any one time. The Board may authorize signage for special Association events on the Common Area.
5. **Pets and other Animals.** Domestic birds, fish, and small pets such as hamsters, guinea pigs, etc. are permitted on each Lot so long as they are well cared for and not abused and do not pose a nuisance to any other Lot or residence. All snakes and exotic pets are prohibited at all times. No more than three birds are permitted at any single residence at any time. No birds of prey (hawks, eagles or falcons) are permitted at any time. No pens of chickens or homing pigeons or other large flocks of birds are permitted in the Subdivision.
6. **Trash Receptacles.** Trash receptacles may not be left in the street for in excess of more than 36 hours; and when not placed on the street for pick up, all trash receptacles shall be located in a place not visible from the street or otherwise screened from view from the street.
7. **Fences.** The color and material for fences is limited to white or beige vinyl fencing. Wood fences are expressly prohibited. Other type of fencing material may only be installed on a Lot in the Subdivision with the prior written consent of the Board.
8. **Motor Vehicles, Boats, Trailers or Other Screened Vehicles.** No damaged or inoperative motor vehicle or other transportation device of any kind shall be placed or remain on any Lot or adjacent street for more than one (1) seven (7) day period without having the vehicle

moved or relocated to a different location. In addition, all automotive repairs and work are limited to the interior of the enclosed garage or on a concrete pad screened by a fence, gate or other appropriate screening from the street. No Owner or resident may change the oil, other fluids, or restore any motor vehicle of any kind in, on, or about the driveway on the Lot or in the Public Street except for emergency repairs and then only to the extent necessary to enable the movement of the vehicle to a proper repair facility. As noted, repairs and maintenance of vehicles are permitted in an enclosed garage or on a concrete pad screened by a fence, gate or other appropriate screening from the street. An approved concrete pad is required for the storage of trailers, mobile homes, trucks over ¾ ton capacity, boats and watercraft, campers not on a truck bed, motor homes, and oversized or recreational vehicles. The pad must be behind the front yard setback for the residence and back of (behind) the side yard building setback on the street side of a corner Lot. Pads for these vehicles must be in an enclosed or screened area so that the applicable trailers, mobile homes, trucks, boats and watercraft, campers not on a truck bed, motor homes, and oversized or recreational vehicles are not seen from the street. Buses, trucks over one ton, tractors, commercial maintenance vehicles, commercial equipment of any kind, eighteen wheel trucks, and semi-tractor trucks are prohibited at all times from being parked or stored in the Subdivision. The Board in its sole discretion shall determine any type of prohibited vehicle not identified in the forgoing list. However, standard automobiles and pick-up trucks of less than ¾ tons are permitted at all times in the Subdivision.

9. **Open Yard Space.** Subject to the exceptions stated in this provision, open yard space shall remain unoccupied and unobstructed by buildings, vehicles, or hard-packed surfaces such as concrete, asphalt and hard-packed-clay or brick surfaces from this time henceforth and forever. However, upon the written request of any Owner and written approval from the Board, the Owner of any Lot may develop in their backyard or side-yard concrete pads for vehicle storage and repair, patios, basketball or game pads or other recreational uses in the open-yard space consistent with the proposed use and any Board approval, in locations approved by the Board and which are screened from the street when required by the specified use. All improvements added into open yard space must comply with the Declaration as amended by this Second Amendment. All uses on any concrete pad or other improvements installed into any open space must be located behind the front setback of the residence and shielded by fence, gate or other appropriate screening whenever required by the use so as not to be seen from the street. No improvements made to any Lot shall interfere with the proper drainage of the Lot or put excessive runoff onto a neighboring Lot.
10. **Energy conservation.** Subject to all requirements of the Utah Code, solar energy collector panels and other energy conservation equipment and all attendant hardware may be constructed or installed on a Lot with the prior written consent of the Board, provided it is not inconsistent with the appearance of the Subdivision and residential community as determined by the Board and may not be located forward of the front line of the residence on the Lot or forward of the side-yard set-backs for corner Lots. All energy conservation

improvements shall consider the appearance of the residence and when possible not be placed on any portion of the residence facing the street.

11. **Business Use.** No Owner may operate a commercial trade or business in or from his residence using employees of any kind. An Owner may operate a commercial trade or business in or from a residence if (a) no goods or services are delivered to or tendered to the general public from the residence; (b) no exterior business signage is displayed on the Lot or from the residence; (c) except as stated below the public does not come into the residence to conduct the trade or business; (d) the trade or business has and complies with all applicable licenses and or permits required for the same; (e) all trade or business activity is concealed from view and is not displayed and does not alter the appearance of the residence from the street or change its character as a home residence; and (f) the Owner or occupant must first obtain the prior written consent of the Board. Notwithstanding the forgoing, neither the leasing of the home by the Owner nor the operation of a daycare center or preschool by the Owner in the residence shall be considered to violate this provision. All language of the Declaration inconsistent with this Provision is hereby amended to be consistent herewith.

12. **Landscaping.** All Lot landscaping, grading, and drainage shall be completed within the first 6 months of occupancy in accordance with all city and county requirements and not violate applicable ordinances and flood control requirements. Yards for which the landscaping was completed prior to July 1, 2011 (so long as the yard and Lot comply with the Tree-Planting Plan [as defined hereafter] and all plants, scrubs and lawn have been installed and are in healthy and good condition) are hereby approved by the Board pursuant to Article IV, Section 28(a) of the Declaration so that no separate approval is otherwise required from the Board for such yards. However, for any yard not complying with the Tree-Planting Plan or for which the lawn and shrubs are not installed or in a healthy, attractive condition, the Board may enforce this Second Amendment and the Declaration and require the replacement of all unhealthy plants or any lawn or shrubs which are dead or unattractive or which are in an unhealthy condition. This approval for all Lots only applies to residences for which the yard is fully installed prior to the July 01, 2011 date. Yards which are in compliance with this requirement except for the Tree-Planting Plan are also deemed approved except for the Tree-Planting Plan for which they must come into full compliance by May 15, 2012. The Tree-Planting Plan for the Subdivision means that for every Lot which is not a corner Lot, the Lot must have not less than two (2) full-sized trees approved by the Board or which were planted prior to July 01, 2011, either in the parkway along the street or anywhere in the front yard forward of the front setback for the residence and for all corner Lots no less than four (4) trees of which at least one (1) tree must be in the parkway facing the side street of the residence such that it accents the streetscape of the Subdivision. All remaining trees on corner Lots may be located anywhere in the front yard or side yard parkway at the discretion of the Owner so long as the trees are forward of the side yard or front yard setback and are not shielded from view by a fence. Each Owner is responsible

for the planting of trees on the Owner's Lot. All trees, lawns, shrubs or other planting placed on a Lot shall be properly nurtured, maintained and replaced as needed by the Owner. All dead plant material must be replaced by the Owner with health, living plants consistent with the landscape plan for the residence. All weeds, diseased or dead lawn, diseased or dead trees, diseased or dead ground cover, bushes or shrubs shall be removed and properly replaced. The landscaping of a Lot may not adversely affect the value or use of the Lot or any other property in the Subdivision or detract from the original design and landscape scheme or appearance of the residence and the Subdivision. Trees planted in the parkway next to the street shall be deep rooted, not more than twenty (20) feet in height and flowering to prevent street damage and to provide a flowering streetscape in the spring of the year.

13. **Pavers, Brick, Stone, Cobblestone and Similar Materials.** Pavers, brick, stone, cobblestone, tile, terrazzo, concrete slabs, slate, rocks, pebbles, gravel, or artificial permeable surfaces which will permit drainage ("Permeable Surfaces") may be used to landscape the parkway, side yards, and planting beds of a residence with Board approval. Such Permeable Surfaces are not permitted in the front and side yards except with written Board approval (unless installed prior to July 01, 2011) and shall not exceed 20% of the total surface area of the front yard, excluding all areas covered by concrete pavement used for the driveway or sidewalks on the Lot in the front yard when computing the 20% devoted to Permeable Surfaces. The use of the foregoing Permeable Surfaces shall not negatively impact the drainage of surface water from the Lot or increase the levels of surface runoff or surface drainage onto neighboring Lots. No concrete, cement, asphalt or masonry products or impermeable pavements or other artificial or impermeable surfaces (collectively "Controlled Surfaces") may be installed or constructed as landscaping in the front, side or rear yards without the express prior written consent of the Board. Controlled Surfaces which primarily or substantially cover the front yard are prohibited; no front yard may be primarily or substantially covered by Controlled Surfaces or impermeable surfaces or similar materials.
14. **Late Fees and Default Interest.** The payment of assessments by any Owner more than ten (10) days after the due date is deemed delinquent and shall incur a late fee. Delinquent assessments shall incur a late charge of \$10 or 5% of the delinquent amount, whichever is greater. Interest at the rate of 1.5% per month (18% per year) shall accrue on the outstanding unpaid balance of all accounts due the Association. The late fee of \$10 may be increased to \$50 or 5% of the delinquent amount, whichever is greater by the Board for multiple late payments within any one calendar year period.
15. **Annual Budget.** Before the Annual Meeting of the Association, the Board shall prepare a proposed budget which sets forth an itemization of the anticipated Common Expenses for

the following fiscal year. The budget shall include all expenses estimated for the year and all proposed reserves and recurring services. The budget shall be approved at the Annual Meeting by a Majority vote of the eligible Owners at the annual meeting where a Quorum is present.

16. **Management.** The Association shall be managed by its Board in concert with the use of a professional management company. The Association may not be self-managed by the Board without the services of a professional management company without the prior written consent of more than fifty (50) percent of all the Owners of the Association. This provision may not be amended except with the affirmative vote of 50% of all the Owners in the Subdivision.
17. **Amendments To the Declaration and the Terms of Board Members.** A new Article XVI is hereby added to the Declaration permitting amendments to the Declaration and this Second Amendment. The Association by the affirmative vote of the Owners has the right to amend from time to time any provision in the Declaration or this Second Amendment including all supplements and amendments to the same upon: (a) the approval of the Board and the vote of the Majority of the members of the Association in attendance at any meeting duly called where a Quorum is present or (b) upon a written petition received by the Board signed by more than fifty (50) percent of all Owners in the Subdivision (based on one vote for each Lot in the Subdivision). The Board currently consists of five (5) members. Three (3) members to the Board will be elected in odd numbered years and two members elected in even numbered years such that each member of the Board serves a term of two years and there is continuity at all times with experienced members serving on the Board. In the event of any resignation by an elected member of the Board, the remaining Board members may appoint an Owner to replace the resigning member. Any Board appointment shall serve out the full remaining term of the resigning member.
18. **Bylaws.** The Bylaws for the Association are hereby amended to include each of the following provisions. The existing Bylaws are amended as necessary to conform to each of the following provisions.
 - A. **Administration.** The administration of the Association shall be conducted by a Board of Trustees also known as the Board of Directors and referred to in this Second Amendment as the Board. The Board shall consist at all times of five (5) members.
 - B. **Members.** Members of the Board must be unit Owners residing in the Subdivision, residents of the State of Utah and legal residents of the United States. Owners which are on Active Duty with the United States Military and occupying a home in the Subdivision may serve on the Board so long as their current residence is in the Subdivision (even though their legal residence may be in another state or city).

- C. **Fiscal Year.** The fiscal year for the Association shall be the calendar year.
- D. **Member Approval.** The recurrent and normal business of the Association will be conducted on a daily basis by the Board working with the professional management company selected by the Board. However, the Annual budget for the Association and all amendments to this Declaration, this Second Amendment or the Bylaws or any changes in the covenants or restrictions set forth in the Declaration or this Second Amendment or any other approvals required by the Owners of the Association under the laws of the State of Utah shall require the approval by a Majority of the Owners residing in the Subdivision (based on one (1) vote per Lot) at a meeting duly called where a Quorum is present or where a vote is called for by the Board and more than 50% of all the Owners in the Subdivision approve the specific matter consistent with Article XVI of the Declaration. For a Quorum to be present there must be not less than one-half (1/2) of all unit Owners in the Subdivision (based on one vote per Lot in the Subdivision) present at a duly called meeting.
- E. **Annual Meeting Time.** Unless otherwise determined by the Board the Annual Meeting of the Association shall be held on the first Thursday in October of each calendar year at a time and place reasonably determined by the Board and for which the Owners have been notified.
- F. **Association Officers.** The Officers of the Association shall serve at the will of the Board and may be dismissed at any time by the Board. The Officers shall consist of a President, Vice President, Secretary, Treasurer and Pool Administrator. The Vice President shall conduct all Board meetings and act for the President in his/her absence. The Pool Administrator shall coordinate with the Pool servicer and the professional management company and recommend policies, actions and rules for the Pool for consideration and approval by the Board. The Board shall elect each of the Officers for the Association, each of whom will be a member of the Board. The Board may appoint such other Officers and Committees as the Board may deem necessary or appropriate for the Association. The Officers of the Association and members of the committees shall be residents or Owners of the Subdivision.
- G. **Financial Statements.** At the close of each fiscal year a Majority of the Board shall determine whether to require an audited financial report/statement or a compilation report/statement or a reviewed financial report/statement. However, a Majority vote by all Owners of the Association may require an audited report/statement by a certified public accountant of the Association's financial records and all reports or statements at any time. All costs for review of the financial reports/statements and records (whether audited, compilation, or reviewed) are an expense of the Association and shall be assessed to all Owners of the Subdivision.

19. **Supplement 1.** Supplement 1 is hereby amended and revised for all purposed as set forth below.

- A. **Interior Alterations.** Section 5a of Supplement 1 is hereby amended as necessary to comply with this provision. The following language is hereby added to Section 5a of Supplement 1. "Notwithstanding anything to the contrary, Owners are permitted to alter the interior of the Owner's residence in any manner they wish without Board approval so long as the alterations do not alter or impact the structural integrity of the home and do not change the exterior appearance of the home from the street." The intent of this change is to permit alterations to the interior of any residence without Board approval so long as the alterations are not visible from the street and do not impact the structural integrity of the home.
- B. **Antennas.** Section 5b of Supplement 1 is hereby amended as necessary to comply with this revision. The following language is hereby added to Section 5b to Supplement 1. "All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that when practical they are not visible from the street and they may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the Subdivision and do not change the exterior appearance of the residence (but all antenna may be located based on consideration for the reception of the antenna as well as the appearance to the residence).
- C. **Leases.** Supplement 1 and Section 14 d in Supplement 1 are amended as necessary to comply with this provision. All language in Supplement 1 which requires Board approval for Owners to lease their residence to a tenant or which require Board approval as to the form of the lease are hereby deleted and terminated. Owners may lease their residence using any lease form they may elect and without having to obtain Board approval. However each lease for any residence in the Subdivision must expressly require the occupant to comply with the rules, covenants, restrictions and obligations of the Declaration and this Second Amendment. A copy of the lease for any residence must be delivered to the Board in order for the occupant to have the right to use the Pool or any other Common Areas of the Subdivision. Only the Owner of the residence may vote at the Annual or other meetings of the Association, except if the lease expressly authorizes the Tenant to vote in lieu of the Owner. If the Tenant is authorized to vote, the Owner shall not have any right to vote until the termination of the lease. Also, so long as the Tenant is authorized to use the Pool and Common Areas, the Owner will not have the right use the same. If there are any delinquencies in the payment of assessments or other fees due the Association, the Board may discontinue the use of the Tenant to all Common Areas and to the Pool.

- D. **Ivory Homes.** Ivory North, a Utah Partnership (aka Ivory Homes) was the original developer of the Subdivision and the Declarant under the Declaration. Ivory Homes turned over control of the Subdivision and the management of the Association to the Owners of the Subdivision in October of 2010. All references to reserved rights, easements, powers, or privileges, held by Ivory Homes or any of its affiliates or parent companies in the Declaration are hereby revoked and terminated for all purposes. Ivory Homes must obtain the written consent of the Board to access any of the Common Areas of the Subdivision.
- E. **Board.** All references in Supplement 1 or the Bylaws or the Declaration to Architectural Control Committee, ACC, Architectural Review Committee, ARC, or Management Committee or any other similar controlling body acting for the Association in any of the Association documents shall mean for all purposes the duly elected or appointed members of the Board of Trustees or Board of Directors herein referred to as the Board.
- F. **Late fees.** As set forth above, the Board may impose a late fee on Owners for the late payment of assessments or fees; the late fee is the greater of \$10 or 5% of the delinquent amount due and payable by the Owner. A fee or assessment is late or delinquent upon any failure to pay the same on or before the 10th day of the month in which due. The annual assessment imposed pursuant to the approved annual Budget for the Association on each Owner is payable in 12 equal monthly installments. The current monthly assessment is \$65.00 per month due on or before the 10th day of each month, whether or not a separate bill is sent to the Owner. Until notified of a change in assessment amount by the Board each Owner shall pay monthly the amount paid and due in the prior month. The Board is authorized to increase the amount of the late fee to \$50 or 5% of the delinquent amount, whichever is greater, for repeat offenders upon the third late payment in any one calendar year (any consecutive-twelve-month period of time). Interest shall accrue on all late sums due the Association at 18% per annum until paid.

[SIGNATURE PAGE TO FOLLOW; THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

This Second Amendment is executed this 11th day of November, 2011 by the President and Secretary of the Association. By the execution hereof, the President and Secretary authorize, affirm and certify on behalf of the Board for the Association that each amendment set forth herein received the necessary 67% approval from the Owners of the Subdivision and that the Declaration and Bylaws are amended as set forth herein.

Cold Water Creek Homeowners Association, Inc.

By Richard E. Danley, Jr.
Richard E. Danley, Jr.
President

ATTEST: CORPORATE SECRETARY

Cold Water Creek Homeowners Association, Inc.

By Alison Ecker
Alison Ecker
Secretary

[SEAL]

STATE OF UTAH)
)ss:
COUNTY OF DAVIS)

On the 11th day November, 2011, personally appeared before me **Richard E Danley, Jr**, who by me duly sworn, did say that he is the **President of the Cold Water Creek Homeowners Associate, Inc.**, a Utah non-profit corporation, and that the within and forgoing instrument was signed in behalf of said corporation by the authority of its Board of Trustees, and said Richard E Danley, Jr. duly acknowledged to me that said Corporation executed the same.

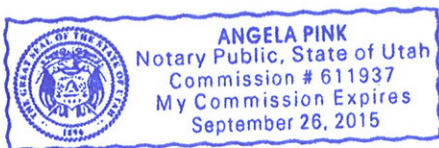


[Handwritten Signature]

NOTARY PUBLIC
Residing At:
Commission Expires:

STATE OF UTAH)
)ss:
COUNTY OF DAVIS)

On the 11th day November, 2011, personally appeared before me **Alison Ecker**, who by me duly sworn, did say that she is the **Secretary of the Cold Water Creek Homeowners Associate, Inc.**, a Utah non-profit corporation, and that the within and forgoing instrument was signed in behalf of said corporation by the authority of its Board of Trustees, and said Alison Eckert duly acknowledged to me that she attested the execution of the foregoing instrument for said Corporation on behalf of the same.



[Handwritten Signature]

NOTARY PUBLIC
Residing At:
Commission Expires:

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Richard T. Maughan

Recorder, Davis County, UT
COLD WATER CREEK HOMEOWNERS

2627351

Book 5399 Pages 969-980

11/15/2011 04:51 PM 109.00

Davis Co Recorder
COLD WATER CREEK HOMEOWNERS
Date: 11/15/2011 Time: 16:53
By: RT Source: WI
Rec#: 10332579

001	RECORDING FEE	
	1 @ 109.00	109.00
006	Certified Copy	
	1 @ 5.00	5.00
005	Recorded Copy	
	12 @ 1.00	12.00
TOTAL:		\$ 126.00
CHK (1263)		126.00
CHANGE:		0.00

Thank You!