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 11/03/2006 04:03 PM \$20.00
 Book - 9376 Pg - 2913-2918
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 DONALD WALLACE
 BY: SAM, DEPUTY - WI & P.

When Recorded Please Return to:
 Scenic at Rosecrest, L.L.C.
 Attn: Donald E. Wallace
 2511 S. West Temple
 Salt Lake City, Utah 84115

Affects Portions of Parcels: 32-12-400-017 & 32-13-200-019 & 32-12-400-018 & 32-12-300-014 & 32-12-300-012

**SUPPLEMENTAL DECLARATION
 OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 OF
 ROSECREST PLAT U, A PLANNED UNIT DEVELOPMENT**

THIS SUPPLEMENTAL DECLARATION is made and executed this 17th day of October, 2006, by Rosecrest, Inc., a Utah corporation ("Declarant") and Scenic At Rosecrest, L.L.C., a Utah limited liability company ("Co-Declarant").

RECITALS

- A. On July 7, 2000, Declarant recorded the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ROSECREST, A PLANNED UNIT DEVELOPMENT" (hereafter known as "Original Declaration") with the Salt Lake County, Utah recorder as Entry No. 7673672, in Book 8373, at pages 1602-1642.
- B. Under the provisions of the Original Declaration, the Declarant has the right to expand the Project with "Additional Lands", as defined in the Original Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant and Co-Declarant hereby declare that the property described in Exhibit "A", attached hereto and made a part hereof by this reference and hereinafter to be incorporated by this reference within the definition of Additional Lands, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens of the Original Declaration, including those hereinafter set forth.

1. Declarant and Co-Declarant recorded a plat commonly know as "Rosecrest Plat U" to add Additional Lands to the Original Declaration. The legal description of the Additional Lands covered by the proposed Plat U, is contained in Exhibit "A."
2. There are no other amendments, supplements or replacements to the Original Declaration made by this Supplemental Declaration, with the exception of the Additional Lands as described in Exhibit "A".

3. All ownership, sales, transfers, conveyances and occupancies of any portion of the Additional Lands are subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration as amended by this Supplemental Declaration.
4. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within Rosecrest Plat U, a Planned Unit Development, as said Lot is identified in Plat R, recorded in Salt Lake County, Utah on _____, _____, as Entry No. _____ and in the "Declaration of Covenants, Conditions, and Restrictions of Rosecrest, a Planned Unit Development" recorded in Salt Lake County, Utah on _____, _____, as Entry No. _____, in Book _____, at Page _____ and in the "Supplemental Declaration of Covenants, Conditions, and Restrictions" recorded in Salt Lake County, Utah on _____, 20____, as Entry No. _____, in Book _____, at Page _____.

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions. SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities and private streets in said development.

Whether or not the description employed in any such instrument is in the above-specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the right and easement of use and enjoyment to the Common Areas, shall be separated from the Lot to which they appertain, and even though not specifically mentioned in the instrument of transfer, such nonexclusive right and easement of use and enjoyment to the Common Areas shall automatically accompany the transfer of the Lot to which they relate. Notwithstanding any inference that can be drawn from this Declaration to the contrary, the owner of each Lot shall be responsible for the payment of any and all charges, assessments and fees (including hookup fees) relating to all utilities provided to the Lot, and the Association shall not be liable for any part of such charges, assessments or fees.

5. There are no Common Areas/Facilities or Limited Common Areas/Facilities being created by Rosecrest Plat U, and therefore there is no portion of the Additional Lands (commonly known as Rosecrest Plat U) being conveyed to the Association. As such

there are no Common Areas/Facilities or Limited Common Areas/Facilities to be maintained by the Association or by individual Lot owners.

6. All Additional Lands under this Supplemental Declaration are either privately owned subdivision lots or are publicly dedicated easements and rights-of-way for public streets and utility corridors as shall be identified on the official recorded plat.
7. All of the rights of Declarant under this Supplemental Declaration may be assigned, transferred, or encumbered either by operation of law or through a voluntary conveyance, transfer, encumbrance, or assignment.
8. This Supplement for Plat U shall amend section VII, Paragraph 7. to say:

Signs. No signs of any kind shall be displayed to the public view without the approval of the Rosecrest Design Review Committee, except such signs as may be erected by the Declarant for the identification of the Project or used by the Declarant in connection with the development. This includes any and all Real Estate marketing signage of any kind whatsoever. Any signs not approved by the Rosecrest Design Review Committee may be removed without notice and the owner, builder or agent may be fined.

9. This Supplemental Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot or in the Common Areas (as such terms are defined in the Original Declaration and herein used), and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit (as such terms are defined in the Original Declaration and herein used) shall comply with, and all interests in all Lots and in the Common Areas shall be subject to, the terms of this Supplemental Declaration and the provisions of any rules, regulations, agreements, instruments, amendments, and determinations contemplated by this declaration and the provisions of any rules, regulations, agreements, instruments, amendments, an determinations contemplated by this Supplemental Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Supplemental Declaration.
10. This Supplemental Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Exhibit "A"

PLAT "U" BOUNDARY DESCRIPTION

Commencing at the Southwest corner of Section 12, Township 4 South, Range 2 West, Salt Lake Base and Meridian; (Basis of Bearing South 89°17'54" East – 2657.533 feet between the Southwest corner and the South quarter corner of said Section 12), thence South 89°17'54" East along the south line of said section for 1352.501 feet to the POINT OF BEGINNING; thence North 00°42'01" East for 117.293 feet; thence North 03°43'36" West for 50.000 feet; thence North 17°46'19" West for 98.756 feet; thence North 32°54'04" West for 126.960 feet; thence North 54°04'41" East for 96.405 feet to a point on the southerly boundary line of Rosecrest Plat R; thence along the southerly boundary of said Rosecrest Plat R the following thirty three (33) courses: thence with a curve to the right having a radius of 15.000 feet, with a central angle of 87°59'04" (chord bearing and distance of South 81°55'47" East – 20.837 feet) for an arc distance of 23.034 feet; thence South 37°56'15" East for 71.564 feet; thence North 52°03'45" East for 50.000 feet; thence North 55°43'19" East for 228.113 feet; thence South 34°58'09" East for 15.889 feet; thence North 55°01'51" East for 172.568 feet; thence North 54°19'59" East for 122.136 feet; thence North 35°40'01" West for 7.362 feet; thence North 54°19'59" East for 160.000 feet; thence South 35°40'01" East for 102.590 feet; thence North 44°12'58" East for 304.732 feet; thence North 37°44'02" East for 443.561 feet; thence South 74°50'20" East for 274.800 feet; thence South 00°00'00" East for 358.125 feet; thence North 83°13'41" East for 130.588 feet; thence with a non-tangent curve to the left having a radius of 625.000 feet, whose center bears North 83°13'41" East, with a central angle of 04°24'28" (chord bearing and distance of South 08°58'33" East – 48.070 feet) for an arc distance of 48.082 feet; thence South 11°10'47" East for 22.071 feet; thence with a curve to the right having a radius of 15.000 feet, with a central angle of 83°19'45" (chord bearing and distance of South 30°29'05" West – 19.943 feet) for an arc distance of 21.816 feet; thence with a curve to the left having a radius of 225.000 feet, with a central angle of 03°21'50" (chord bearing and distance of South 70°28'03" West – 13.209 feet) for an arc distance of 13.210 feet; thence South 21°12'53" East for 50.000 feet; thence with a non-tangent curve to the left having a radius of 15.000 feet, whose center bears South 21°12'53" East, with a central angle of 100°02'05" (chord bearing and distance of South 61°11'50" East – 22.987 feet) for an arc distance of 26.189 feet; thence South 11°10'47" East 41.363 feet; thence with a curve to the left having a radius of 175.000 feet, with a central angle of 30°33'23" (chord bearing and distance of South 26°27'29" East – 92.227 feet) for an arc distance of 93.329 feet; thence with a reverse curve to the right having a radius of 15.000 feet, with a central angle of 77°17'34" (chord bearing and distance of South 03°05'23" East – 18.735 feet) for an arc distance of 20.235 feet; thence with a reverse curve to the left having a radius of 230.000 feet, with a central angle of 09°12'04" (chord bearing and distance of South 30°57'22" West – 36.896 feet) for an arc distance of 36.936 feet; thence South 63°38'40" East for 60.000 feet; thence with a non-tangent curve to the right having a radius of 170.000 feet, whose center bears South 63°38'40" East, with a central angle of 15°49'30" (chord bearing and distance of North 34°16'06" East – 46.805 feet) for an arc distance of 46.954 feet; thence South 47°49'10" East for 130.757 feet;

South 26°39'48" West for 197.335 feet; thence South 13°12'04" East for 683.615 feet; thence South 45°00'57" East for 366.625 feet; thence South 60°45'41" East for 494.030 feet; thence South 09°42'38" East for 440.065 feet; thence South 90°00'00" West for 1348.860 feet; thence North 00°08'19" East for 1307.859 feet; thence with a non-tangent curve to the right having a radius of 260.000 feet, whose center bears North 06°13'29" West, with a central angle of 06°55'35" (chord bearing and distance of South 87°14'19" West – 31.412 feet) for an arc distance of 31.431 feet to a point on the south line of said Section 12; thence North 89°17'54" West along said section line for 1274.659 feet to the POINT OF BEGINNING.