

AFTER RECORDING PLEASE RETURN TO:

SunCrest, L.L.C.
Attn: Ed Grampp
2021 East Village Green Circle
Draper, Utah 84020

**SUPPLEMENTAL DECLARATION
TO
THE DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
SUNCREST, A PLANNED COMMUNITY**

(TO ANNEX ADDITIONAL LAND - EAGLE CREST NO. 6 AT SUNCREST)

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SUNCREST, A PLANNED COMMUNITY (this "Supplemental Declaration"), is executed pursuant to the provisions of the Declaration described in Recital "B" below by SunCrest, L.L.C., a Delaware limited liability company ("Declarant") (f/k/a DAE/Westbrook, L.L.C., a Delaware limited liability company ("DAE/Westbrook")).

WITNESSETH:

A. Declarant was formerly known as DAE/Westbrook and it properly changed its name to SunCrest, L.L.C. Declarant has the power to execute this Supplemental Declaration pursuant to the provisions of the Declaration described in Recital "B" below.

B. On December 28, 1999, Declarant recorded with the Recorder of Salt Lake County, Utah, that certain Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community as Entry No. 7543075 at Book 8332, Page 4708, which Declaration Declarant also recorded with the Recorder of Utah County, Utah on December 22, 2000, as Entry No. 101565:2000 ("Original Declaration"), covering the initial real property and improvements situated in Salt Lake County, Utah, more particularly described in Exhibit "A" attached thereto ("SunCrest").

C. On October 11, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, a First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community as Entry No. 8383413 at Book 8664, Page 2560, which First Amendment Declarant also recorded with the Recorder of Utah County, Utah on August 14, 2002 as Entry No. 93174:2002 ("First Amendment").

D. On June 15, 2006, Declarant recorded with the Recorder of Utah County, Utah, an Official Plat of EAGLE CREST NO. 6 AT SUNCREST as Entry No. 75002:2006 ("Eagle Crest No. 6 Plat").

E. The Original Declaration, as amended and supplemented pursuant to the First Amendment, this Supplemental Declaration and as amended and supplemented pursuant to certain other Supplemental Declarations that Declarant has or may in the future record against various projects, Lots, Parcels and Neighborhoods within SunCrest, is collectively referred to as the "Declaration," which term shall, for all purposes thereof or of any related document, mean and refer to the Original Declaration as so amended, supplemented, or otherwise modified.

F. The Declaration established an association known as the SunCrest Owners Association, Inc., a Utah nonprofit corporation (the "Master Association"), which is responsible for governing SunCrest on matters of common concern as more particularly described in the Declaration.

G. Article XVI of the Declaration provides that Declarant shall have the absolute right and option, from time to time and at any time to subject to the provisions of the Declaration and the jurisdiction of the Master Association, the Additional Land or portions thereof by the recordation of a Supplemental Declaration annexing such Additional Land which shall be effective upon filing for recordation, unless otherwise provided therein.

H. Declarant desires to subject to the provisions of the Declaration and the jurisdiction of the Master Association, that certain portion of the Additional Land, situated in Utah County, Utah consisting of all of the Lots and other real property located within EAGLE CREST NO. 6 AT SUNCREST as shown on the Eagle Crest No. 6 Plat ("Annexation Property") and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

I. Declarant is the fee and equitable owner of the Annexation Property.

J. Accordingly, pursuant to Section 16.3 of the Declaration, Declarant hereby exercises its unilateral right to execute and record this Supplemental Declaration for the purpose of subjecting the Annexation Property to the provisions of the Declaration and to the jurisdiction of the Master Association and for such other purposes set forth and described in this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby unilaterally exercises its right to record this Supplemental Declaration and hereby declares and states as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Supplemental Declaration shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Supplemental Declaration.

2. Annexation Property. The Annexation Property is hereby subjected to the Declaration, pursuant to the provisions of Article XVI of the Declaration and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of the Declaration, which provisions are hereby ratified, approved and confirmed, with the same force and effect as if fully set forth herein and made again as of the date hereof and subject to the jurisdiction of the Master Association.

3. Land Use Classifications; Neighborhood. The Land Use Classifications, Neighborhood, and certain other restrictions affecting the Annexation Property are set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

4. Binding Provisions. The provisions of this Supplemental Declaration shall be binding upon all parties having any right, title, or interest in the real property covered by the Eagle Crest No. 6 Plat, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

5. Effective Date. This Supplemental Declaration shall be effective as of the date of its recordation in the real property records of the Recorder for Utah County, Utah.

6. Declaration Remains in Effect. The Eagle Crest No. 6 Plat and this Supplemental Declaration shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Supplemental Declaration.

7. Authority. Declarant hereby certifies that Declarant may execute this Supplemental Declaration without the consent or signature of any other party or Owner as provided in Sections 16.3 and 4.1 of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration is hereby executed this 25th day of July, 2006.

DECLARANT:

SUNCREST, L.L.C.,
 a Delaware limited liability company
 (f/k/a DAE/Westbrook, L.L.C., a Delaware limited liability company)

By: [Signature]
 Its: Assistant Vice President

STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25th day of July, 2006 by Edward L. Grant as Asst. V.P. of SunCrest, L.L.C., a Delaware limited liability company (f/k/a DAE/Westbrook, L.L.C., a Delaware limited liability company).

Witness my hand and official seal.
[Signature]
 Notary Public

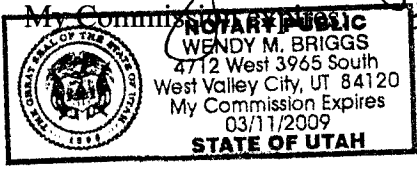


EXHIBIT "A"

EAGLE CREST NO. 6 AT SUNCREST

All real property located within EAGLE CREST NO. 6 AT SUNCREST as shown on the Official Plat recorded in the Official Records of Utah County, Utah on June 15, 2006 as Entry No. 75002:2006.

Utah County APN _____

For 2006 11-010-0054 & 11-010-0031

For 2007 38-392-0051
38-392-0052
38-392-0053
38-392-0054
38-392-0055
38-392-0056
38-392-0057
38-392-0058

EXHIBIT "B"**EAGLE CREST NO. 6 AT SUNCREST**1. Land Use Classifications —

(a) Single Family Residential Use. All eight Lots numbered 51-58 in Eagle Crest No. 6 at SunCrest are designated for Single Family Residential Use as further described in the Declaration.

(b) Master Association Land. The Master Association shall hold fee title to the Lots lettered "D" and "E" and such Lots shall constitute Master Association Land.

2. Neighborhood Designation — All of the Lots in Eagle Crest No. 6 at SunCrest as depicted on the Eagle Crest No. 6 Plat comprise a portion of "Tallwoods at SunCrest", a Residential Neighborhood within SunCrest.

3. Size Restrictions — No residence shall be constructed wherein the floor area of the main structure of the dwelling, exclusive of garages and open porches, is less than 2,000 square feet or more than 3,200 square feet for a single story dwelling not including basement area; and no less than 2,500 square feet or more than 5,000 square feet for a two-story dwelling not including basement area.

4. Nondisturbance Areas — No grading or vegetation removal shall take place within the established "Nondisturbance Areas" on the Natural Lots as depicted on the Eagle Crest No. 6 Plat, except as may be provided in Paragraph 4, Section 4.2.3 and Section 3.4.9 of the SunCrest Development Guidelines. Nondisturbance Areas as depicted on the Eagle Crest No. 6 Plat shall be marked by construction fencing, colored tape or other means acceptable to the City of Draper, on such Natural Lots prior to commencing construction to prevent incidental incursion into areas to be protected. Moreover, no building, fence, wall, Dwelling Unit or other Improvement shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the Design Review Board as further described in Section 4.2.36 of the Declaration.