

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

9024793
04/06/2004 10:44 AM 18.00
Book - 8969 Pg - 1550-1554
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROSECREST INC
ATTN: DONALD E WALLACE
2511 S WEST TEMPLE
SLC UT 84115
BY: ZJM, DEPUTY - WI 5 P.

Affects Portions of Parcels: 32-11-200-017

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

THIS SUPPLEMENTAL DECLARATION is made and executed this 6th day of April, 2004, by Rosecrest, Inc., a Utah corporation ("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 hereby declares 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 proposes to record a plat commonly know as "Rosecrest Plat L" to add Additional Lands to the Original Declaration. The legal description of the Additional Lands covered by the proposed Plat L, 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 L, a Planned Unit Development, as said Lot is identified in Plat L, 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.

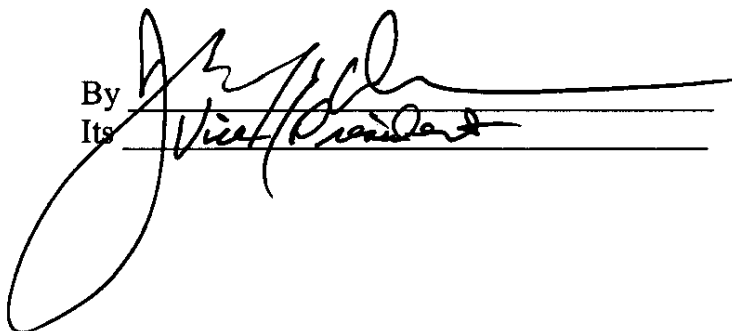
5. There are no Common Areas/Facilities or Limited Common Areas/Facilities being created by Rosecrest Plat L, and therefore there is no portion of the Additional Lands (commonly known as Rosecrest Plat J) being conveyed to the Association. As such there are no Common Areas/Facilities or Limited Common 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 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.
9. 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.

EXECUTED by Declarant on this 6th day of April, 2004.

ROSECREST, INC., a Utah corporation

By
Its



Vice President

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 6th day of April, 2004, personally appeared before me Donald E. Wallace, the signer of the foregoing instrument who duly acknowledged to me that he is the vice President of Rosecrest, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said company.

Joan M. Racker
NOTARY PUBLIC

My Commission Expires:
1-12-2008

Residing at:
Salt Lake County, Utah

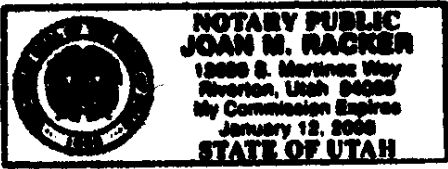


Exhibit "A"

Commencing at the North Quarter Corner of Section 11, Township 4 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing being South 89°16'10" East - 2659.172 feet between said North quarter corner and the Northeast corner of section 11); thence South 89°16'10" East along the north line of said section for 1453.299 feet; thence South 00°43'50" West perpendicular to said section line 601.860 feet to the POINT OF BEGINNING; thence South 67°14'00" East for 15.792 feet; thence South 67°13'59" East for 192.814 feet; thence South 54°31'23" East for 769.864 feet; thence North 35°28'37" East for 116.074 feet; thence South 54°31'23" East for 307.421 feet; thence with a curve to the right having a radius of 967.000 feet, a central angle of 06°34'05" (chord bearing and distance of South 51°14'21" East - 110.789 feet) for an arc distance of 110.850 feet to a point on the East line of said Section 11; thence South 00°26'59" East along said East Section line for 67.743 feet; thence North 89°18'23" West for 1304.660 feet; thence North 00°56'06" East for 133.543 feet; thence North 18°15'27" East for 51.442 feet; thence North 04°35'59" East for 358.124 feet; thence North 20°18'04" West for 61.920 feet; thence North 22°09'28" East for 146.105 feet to the POINT OF BEGINNING.

Otherwise known as Rosecrest Plat L lots 1-39, inclusive.