When Recorded, Mail To:

Edge Homes 480 West 800 North, Suite 200 Orem, UT 84057 12090556
7/13/2015 2:15:00 PM \$93.00
Book - 10342 Pg - 8055-8059
Gary W. Ott
Recorder, Salt Lake County, UT
PROVO LAND TITLE COMPANY
BY: eCASH, DEPUTY - EF 5 P.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOW RUN AT ROSECREST

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Shadow Run at Rosecrest (this "Amendment") is made as of June 15, 2015.

RECITALS

- A. That certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated November 21, 2014, recorded in the official records of Salt Lake County on December 17, 2014, as Entry No. 11963826, in Book 10282, Pages 8565-8604, encumbers certain real property located in Salt Lake County, State of Utah and more particularly described therein. Capitalized terms used and not otherwise defined herein shall have the meanings given them in the Declaration.
- B. Pursuant to Section 14.3 of the Declaration, the Declarant may amend the Declaration without the consent or approval of any other owner.
- C. Wasatch Land Company, a Utah corporation is the current Declarant under the Declaration.
- D. Declarant desires to amend the Declaration to increase the transfer fees required by the Declaration as set forth below.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. AMENDMENTS TO DECLARATION.

1.1 Section 12.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

<u>Initial and Transfer Fees</u>. Each Owner (other than Declarant), shall be required to prepay at the time of purchase of their Unit, whether as a first time or subsequent Owner, a sum equal to Four Hundred Dollars (\$400.00), which sum shall be in addition to any proration of the Annual Assessment which may be due for the current fiscal year in which a new Owner purchases their Unit. The Board shall retain such amounts to be applied to the general fund to be utilized as necessary for payment of Common Expenses.

2. **NON-IMPAIRMENT**. Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Declaration or affect or impair any rights, powers, or remedies of the Association thereunder, it being the intent of the Declarant that, except as amended hereby, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

forth above.	
	WASATCH LAND COMPANY,
	a Utah corporation
	By Name: Lovien Jones
	Title: president
STATE OF UTAH)
COUNTY OF UTAH	: ss.)
The foregoing instru	ment was acknowledged before me this 19 day of June, 2015, by of Wasatch Land Company, a Utah
corporation.	
	Vit
	NOTARY PUBLIC ON THE Providing of
	Residing at:
My Commission Expires:	KARIN DRIGGS
0/24/19	MOTARY PUBLIC • STATE OF UTAH OF COMMISSION# 681723
1	COMM FXP 03-24-2019

EXHIBIT A

to

First Amendment to
Declaration of Covenants, Conditions and Restrictions for Canyon Hillsshadow run, Phase 1-P.U.D

Legal Description

PHASE 1: Commencing at the North Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence along the East section line of the Northwest Quarter of said Section 7 South 00° 26' 18" West 1084.09 feet; thence departing said section line West 394.01 feet to a point on the South right-of-way line of Rosecrest Road (90.00' wide row), said point also being the beginning of a non-tangent curve and the point of beginning; thence Easterly 66.54 feet along the South right-of-way line of said Rosecrest Road and curve to the right, having a radius of 755.00 feet (radius bears South 08° 43' 45" East) with a central angle of 05° 02' 58", chord bears North 83° 47' 44" East 66.52 feet; thence continuing along said South rightof-way line North 86° 19' 13" East 91.67 feet to the beginning of a tangent curve; thence Southeasterly 31.42 feet along said curve to the right, having a radius of 20.00 feet with a central angle of 90° 00' 00", chord bears South 48° 40' 47" East 28.28 feet to West right-of-way line of Meadow Rose Drive (66.00' wide row), thence the next six (6) calls along the West right-of-way line said Meadow Rose Drive: 1) South 03° 40' 47" East 72.30 feet to the beginning of a tangent curve; 2) thence Southeasterly 297.12 feet along said curve to the left, having a radius of 433.00 feet with a central angle of 39° 18' 58", chord bears South 23° 20' 16" East 29133 feet; 3) South 42° 59' 45" East 83.12 feet to the beginning of a tangent curve; 4) thence Southeasterly 160.12 feet along said curve to the right, having a radius of 367.00 feet with a central angle of 24° 59' 55", chord bears South 30° 29' 46" East 158.86 feet; 5) South 17° 59' 48" East 26.31 feet to the beginning of a tangent curve; 6) thence Southeasterly 89.63 feet along said curve to the left, having a radius of 533.00 feet with a central angle of 09° 38' 06", chord bears South 22° 48' 52" East 89.52 feet; thence departing the West right-of-way of line of said Meadow Rose Drive South 62° 22' 05" West 223.52 feet; thence South 37° 56' 56" West 254.19 feet to the North right-of-way line of Mountain View Corridor; thence North 52° 03' 04" West 169.20 feet along the North right-of-way line of said Mountain View Corridor; thence departing the North right-ofway line of said Mountain View Corridor and along the Easterly boundary line of Shadow Run -Phase 2 the following thirteen (13) calls: 1) North 38° 41' 00" East 128.36 feet; 2) North 50° 49' 30" West 42.65 feet; 3) North 39° 39' 59" East 69.45 feet; 4) North 45° 08' 52" West 349.07 feet; 5) North 24° 00' 20" East 64.38 feet; 6) North 41° 56' 49" East 80.98 feet; 7) North 55° 15' 09" East 122.67 feet; 8) North 9° 26' 53" East 48.97 feet; 9) North 20° 33' 07" .West 69.45 feet; 10) South 71° 27' 15" West 8.78 feet; 11) North 18° 32' 45" West 54.00 feet; 12) North 71° 27' 15" East 11.72 feet: 13) North 13° 10' 13" West 103.14 feet to the point of beginning. (Basis of Bearing: South 89° 53' 49" East, being the bearing of the North line of the Northwest Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian.)

TOGETHER WITH a right of access, ingress and egress, as set forth in Access and Construction Agreement, recorded as Entry No. 10813085, in Book 9769, at Page 4639, Salt Lake County Records.

Shadow Run Phase 1 - PUD

	Lot / Quarter	Parcel Number	
	1	33-07-177-059-0000	7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
	2	33-07-177-060-0000	
	3	33-07-177-061-0000	
	4	33-07-177-062-0000	
	5	33-07-177-077-0000	
	6	33-07-177-076-0000	
	7	33-07-177-075-0000	
	8	33-07-177-074-0000	
	9	33-07-177-073-0000	
	10	33-07-177-072-0000	
	11	33-07-177-071-0000	Annual Property of the Propert
	12	33-07-177-070-0000	
	13	33-07-177-069-0000	
	14	33-07-177-049-0000	
	15	33-07-177-050-0000	
	16	33-07-177-051-0000	
	17	33-07-177-052-0000	
	18	33-07-177-053-0000	
	19	33-07-177-054-0000	
	20	33-07-177-055-0000	
	21	33-07-177-056-0000	
	22	33-07-177-057-0000	
	23	33-07-177-058-0000	
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	25	33-07-177-046-0000	
0.000	26	33-07-177-047-0000	
	27	33-07-177-048-0000	
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	35	33-07-177-027-0000	
	36	33-07-177-028-0000	
	37	33-07-177-023-0000	
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	39	33-07-177-021-0000	
	40	33-07-177-020-0000	

	41	33-07-177-019-0000	
	42	33-07-177-033-0000	
	43	33-07-177-034-0000	
	44	33-07-177-035-0000	
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	51	33-07-177-042-0000	
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	53	33-07-177-044-0000	
	80	33-07-177-018-0000	
	81	33-07-177-017-0000	
	82	33-07-177-016-0000	
	83	33-07-177-015-0000	
	84	33-07-177-014-0000	
	85	33-07-177-013-0000	
	86	33-07-177-012-0000	
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	88	33-07-177-010-0000	
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	90	33-07-177-008-0000	
	91	33-07-177-007-0000	
	92	33-07-177-006-0000	
	93	33-07-177-005-0000	
	94	33-07-177-004-0000	
	135	33-07-177-063-0000	
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	AREA	33-07-177-078-0000	