

14403226 B: 11582 P: 1431 Total Pages: 4
06/27/2025 04:25 PM By: salvvarado Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

WHEN RECORDED RETURN TO:

Cottonwood Towns Murray, LLC
45 E. Center Street, Ste 004
North Salt Lake, Utah 84054

Space Above for Recorder's Use

AMENDMENT TO RESTRICTIVE LAND USE COVENANT

(Exclusion of Parcel 2)

This Amendment to the Restrictive Land Use Covenant (this "Amendment") is made and entered into this 26th day of JUNE 2025 (the "Amendment Effective Date") by Cottonwood Towns Murray, LLC, a Utah limited liability company (the "Declarant"), with reference to the following:

RECITALS

1. **Declarant** is the original declarant under that certain Restrictive Land Use Covenant dated as of MAY 19th, 2025, and recorded in the official records of the Salt Lake County Recorder's Office as Entry No.14386591 (the "Restrictive Covenant").
2. The Restrictive Covenant references and applies to two parcels of real property located in Murray, Utah, commonly known as 825-865 East 4800 South, Murray, Utah 84107 ("Parcel 1"), and 787 East 4800 South, Murray, Utah 84107 ("Parcel 2"), collectively referred to as the "Property."
3. Declarant now desires to amend the Restrictive Covenant to exclude Parcel 2 (Salt Lake County Parcel No. 22081080160000) from the definition of the "Property" and from any and all provisions, obligations, restrictions, covenants, and conditions contained in the Restrictive Covenant, as Parcel 2 is not part of the development project.

AMENDMENT

1. Exclusion of Parcel 2.

The Restrictive Covenant is hereby amended such that all references to the "Property" shall be deemed to refer only to Parcel 1, as legally described in the revised **Exhibit A** attached hereto. Parcel 2, as described in **Exhibit B**, is expressly excluded from the Restrictive Covenant and shall not be subject to any of its terms, conditions, or obligations.

2. Replacement of Exhibit A.

Exhibit A to the original Restrictive Covenant is hereby deleted in its entirety and replaced with the Exhibit A attached to this Amendment, which contains the legal description for Parcel 1 only.

COURTESY RECORDING ONLY

Cottonwood Title disclaims any liability as to the condition of title and as to the content, validity, or effects of this document.

3. Amendment Controls.

In the event of any conflict between the provisions of this Amendment and the provisions of the original Restrictive Covenant, the provisions of this Amendment shall control.

4. Effectiveness.

Except as specifically modified herein, all other terms and provisions of the Restrictive Covenant shall remain in full force and effect.

5. Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the Amendment Effective Date.

COTTONWOOD TOWNS MURRAY, LLC

a Utah limited liability company

By: 

Name: Nathan W. Pugsley

Title: Manager

STATE OF UTAH)

: ss.

COUNTY OF Davis)

On this 26th day of June, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Nathan W. Pugsley, who acknowledged to me that he is the Manager of Cottonwood Towns Murray, LLC, and that he executed the foregoing instrument on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: Davis County

Commission Expires: 8-27-2027

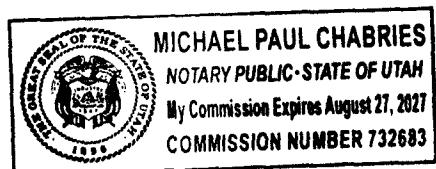


EXHIBIT A

Legal Description of Property (Parcel I Only)

Beginning at a point due South 908.432 feet and due East 1004.986 feet from Northwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°50'00" East 300.19 feet (in some prior deeds 325.78 feet, more or less) to the Southerly line of Big Cottonwood Creek; thence South 82°30'00" East 139.50 feet; thence South 49°00'00" East 66.00 feet; thence South 72°12'30" East 318.96 feet (in some prior deeds 320.453 feet) to the West right-of-way line of 4800 South Street, said point being on a 426.833 foot radius (in some prior deeds 427.46 foot radius) curve to the right, the radius point of which bears North 66°29'44" West (in some prior deeds North 66°16'13" West); thence Southwesterly along the arc of said curve and said right-of-way line 313.543 feet (in some prior deeds 314.04 feet, more or less) to a point on a 340.00 foot radius curve to the right, the radius point of which bears North 33°46'52" West (in some prior deeds North 33°30'19" West); thence Southwesterly along the arc of said curve 224.995 feet (in some prior deeds 224.925 feet); thence North 0°50'00" East 133.80 feet (in some prior deeds 132.725 feet); thence West 69.53 feet to the Point of Beginning.

Parcel No.: 22081080220000

EXHIBIT B

Legal Description of Removed Property (Parcel 2)

Beginning at a point in the center of a County Road which is 14.54 chains South and South 83°20'00" East 13.90 chains from the Northwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 83°20'00" East 92.48 feet; thence North 0°50'00" East 468.5 feet, more or less, to the center of creek; thence North 82°30'00" West down the center of the creek, 98.1 feet; thence South 7.25 chains to the Point of Beginning.

Parcel No.: 22081080160000