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CALLEEN PESHELL, Recorder
Filed By LMO
For JOHN LAING HOMES
TOOELE COUNTY CORPORATION

WHEN RECORDED, PLEASE MAIL TO:

W.L. Homes LLC,
dba John Laing Homes-Utah Division
c/o David R. Prolo
3653 West 1987 South
Building 7
Salt Lake City, Utah 84104

**FOURTH AMENDMENT
TO THE
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE VILLAGE AT COUNTRY CROSSING NEIGHBORHOOD
PHASE A, PLAT A,
THE COTTAGE AT COUNTRY CROSSING NEIGHBORHOOD
PHASE A, PLAT 1, AND
A PORTION OF LAKESIDE SUBDIVISION NO. 3**

Dated September 5, 2001

NOTE: Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Declaration.

RECITALS

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated July 14, 2000, has been executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division (the "Grantor"), and duly recorded in the office of the Tooele County Recorder, State of Utah, on July 17, 2000, as Entry No. 150033, in Book 0630, beginning at Page 0289 of Records (the "Original Declaration").

B. In order to correct an error in the description of the real property described in Article I A. of the Original Declaration, the Original Declaration was amended by that certain Amendment Correcting the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing

Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated August 3, 2000, executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes - Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on October 2, 2000, as Entry No. 153404, in Book 0641, beginning at Page 0425 of Records (the "First Amendment").

C. The Original Declaration, as amended by the First Amendment, was amended by that certain Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated October 4, 2000, executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes - Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on November 8, 2000, as Entry No. 155046, in Book 0646, beginning at Page 0614 of Records (the "Second Amendment"), and was amended by that certain Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated June 26, 2001, executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes - Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on July 5, 2001, as Entry No. 165781, in Book 0690, beginning at Page 0857 of Records (the "Third Amendment").

D. The real property more particularly described in the Original Declaration as amended by the First Amendment, Second Amendment and Third Amendment (the "Property"), is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in the Original Declaration, as amended, to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor, and its successors-in-interest, and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality;

E. Section 11.01 of the Original Declaration expressly provides that:

Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Grantor may deem appropriate, and the

Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

F. W.L. Homes, LLC., a Delaware Limited Liability Company, d.b.a. John Laing Homes - Utah Division, as the legal successor-in-interest to the Grantor, at this time desires to annex and bring this additional Property owned by it as hereinafter described (the "Annexation Property"), within the provisions of the Original Declaration, as amended, and to subject the Annexation Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes set forth in the Original Declaration, as amended.

G. The Annexation Property, situated adjacent to the Property in Tooele County, State of Utah, is being developed and platted as a separate and distinct subdivision and is more particularly described as follows:

Lakeside Subdivision No. 5

A parcel of land located in Southwest Quarter of Section 16, the Southeast Quarter of Section 17, the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian, County of Tooele, State of Utah and being more particularly described as follows:

Commencing at the Southwest corner of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian and running North 00°25'20" West 4746.449 feet along the section line and North 89°34'40" East 897.779 feet to the southwest corner of Lot 201 of Lakeside Subdivision 2B as recorded in Book 516 Page 747 in the office of the Tooele County Recorder said point is also the

POINT OF BEGINNING; thence North 89°32'37" West 488.700 feet; thence North 15°57'37" West 265.770 feet; thence North 26°07'02" West 101.960 feet; thence with a curve to the left having a radius of 200.000 feet with a central angle of 43°36'10" (chord bears North 47°55'07" West 148.556 feet) for an arc distance of 152.202 feet; thence North 69°43'12" West 78.790 feet; thence with a curve to the left having a radius of 150.000 feet with a central angle of 65°02'55" (chord bears South 77°45'21" West 161.297 feet) for an arc distance of 170.297 feet; thence South 45°13'53" West 145.930 feet; thence South 58°13'28" West 130.965 feet; thence North 31°44'02" West 187.518 feet; thence North 58°15'58" East 30.472 feet; thence North 31°44'02" West 131.335 feet; thence North 58°13'28" East 107.654 feet; thence North 45°13'53" East 112.570 feet; thence North 38°20'13" East 110.010 feet; thence North 49°56'03" East 49.270 feet; thence North 73°57'48" East 118.590 feet; thence North 88°34'38" East 88.490 feet; thence South 74°20'27" East 112.580 feet; thence South 69°43'12" East 233.890 feet; thence South 70°15'57" East 85.840 feet; thence South 41°01'32" East 46.640 feet; thence South 26°07'02" East 220.990 feet; thence South 21°23'12" East 142.360 feet; thence South 15°57'37" East 114.000 feet; thence South 48°12'22" East 33.180 feet; thence South 85°41'52" East 85.690 feet; thence North 88°46'56" East 29.130 feet to a point on the west boundary of Lakeside Subdivision No. 2 as recorded in Book 93 Page 585 in the office of the Tooele County Recorder; thence with a non-tangent curve to the right having a radius of 600.000 feet, whose center bears South 88°46'57" West with a central angle of 01°40'27" (chord bears South 00°22'51" East 17.531 feet) for an arc distance of 17.532 feet along said west boundary of said subdivision; thence South 00°27'23" West 85.000 feet along said west boundary of said subdivision; thence South 89°32'37" East 67.660 feet along a southerly boundary of said subdivision to the northwest corner of Lot 201 of Lakeside Subdivision 2B; thence South 00°27'23" West 100.832 feet along the west boundary of said Lot 201 and said subdivision to the POINT OF BEGINNING.

Containing 11.6106 acres

NOW, THEREFORE, pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, the Grantor hereby amends the Original Declaration, as amended, and declares that:

1. The Annexation Property as described in Recital G. above, and each lot, tract or parcel thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and in conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (the "Covenants and Restrictions") set forth in the Original Declaration, as amended, the terms and provisions of which are incorporated by this reference as though fully set forth herein.

2. There shall be no additional or different covenants and restrictions imposed by this Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and Restrictions set forth in the Original Declaration, as amended, be deleted or modified with respect to the Annexation Property.


3. The Owners of Lots within the Annexation Property shall become members of the Association with the same rights, privileges and obligations as all other Members.

4. The annexation of the Annexation Property hereto shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plats for the Property.

5. This fourth amendment to the Original Declaration, as amended, is made pursuant to an in conformance with the provisions of Section 11.01 of the Original Declaration, and is expressly excluded from the requirements of Section 12.02 of the Original Declaration. Except for the amendment provided herein with respect to the annexation of the Annexation Property, the Original Declaration, as previously amended, remains in full force and effect and otherwise operates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF the W.L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes-Utah Division, has executed this Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3 as of the date first above written.

W.L. HOMES, a Delaware Limited Liability Company, d.b.a., John Laing Homes-Utah Division.

By: 
David R. Prolo
Division President

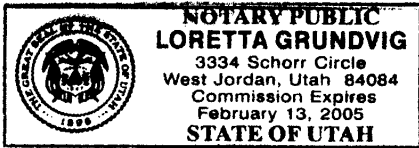
ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

County of Salt Lake)

On the 10th day of September, 2001, personally appeared before me David R. Prolo, Division President, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of the limited liability company therein named, and who acknowledged to me that the company executed the same.



Loretta Grundvig
NOTARY PUBLIC