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CALLEEN PESHELL, Recorder
Filed By MRT
For JOHN LAING HOMES - UT DIV
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

**FIFTH 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 December 4, 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"), 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"), and by that certain 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, 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 September 13, 2001, as Entry No. 169025, in Book 0703, beginning at Page 0447 of Records (the "Fourth Amendment").

D. The real property more particularly described in the Original Declaration as amended by the First Amendment, Second Amendment, Third Amendment and Fourth 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, and RFC Construction Funding Corporation, a Delaware Corporation, at this time desire to annex and bring this additional Property owned by them 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:

**Picket Lane at Country Crossing Neighborhood Phase 2A, Plat 4,
a Resubdivision of Phase 2A of Country Crossing Neighborhood
Amended, Phase 2 Amended**

→ 14-17-Lot#
Lot 30 → 46
Lot 195 → 198
Lot 234 → 238

Commencing at the south quarter corner of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence North 89°39'29" East along the south line of said section 662.912 feet; thence North 00°20'31" West perpendicular to said section line 1273.811 feet to the POINT OF BEGINNING, said point also being the southeast corner of Lot 199 of Picket Lane at Country Crossing Neighborhood Phase A, Plat 3 as recorded in Book 659, Page 781 in the office of the Tooele County Recorder; and running thence North 00°12'47" West 180.000 feet along the east line of

said subdivision; thence North 89°47'13" East 12.195 feet along said subdivision; thence North 00°12'47" West 285.863 feet along the east line of said subdivision and the east line of Picket Lane at Country Crossing Neighborhood Phase A, Plat 2 as recorded in Book 631, Page 769 in the office of the Tooele County Recorder to the southwest corner of The Cottage at Country Crossing Neighborhood Phase A, Plat 1 as recorded in Book 611, Page 191 in the office of the Tooele County Recorder; thence along the boundary of said subdivision the following three (3) courses: North 89°47'13" East 109.310 feet; thence South 00°12'47" East 7.192 feet; thence North 89°47'13" East 180.000 feet; thence leaving said subdivision boundary South 00°12'47" East 78.670 feet; thence with a curve to the left having a radius of 200.00 feet, with a central angle of 90°00'00" (chord bears South 45°12'47" East 282.843 feet) for an arc distance of 314.159 feet; thence North 89°47'13" East 452.583 feet; thence South 00°12'47" East 180.000 feet to a point on the south line of Phase 2A of Country Crossing Neighborhood Amended, Phase 2 Amended as recorded in the office of the Tooele County Recorder; thence South 89°47'13" West 452.583 feet along the south line of said Phase 2A to a point on the northerly line of Lot 3 of Country Crossing Neighborhood Amended as recorded in Book 606, Page 403 in the office of the Tooele County Recorder; thence continuing along the southerly line of said Phase 2A and the northerly line of said Lot 3 the following four (4) courses: with a curve to the right having a radius of 380.000 feet, with a central angle of 47°53'21" (chord bears North 66°16'07" West 308.447 feet) for an arc distance of 317.612 feet; thence with a reverse curve having a radius of 25.000 feet, whose center bears South 47°40'34" West, with a central angle of 50°18'39" (chord bears North 67°28'46" West 21.254 feet) for an arc distance of 21.952 feet; thence South 00°12'47" East 133.397 feet; thence South 89°47'13" West 200.000 feet to the POINT OF BEGINNING. Containing 5.7002 Acres.

The Village at Country Crossing Neighborhood Phase A, Plat 2, → *14-13-Lot #*
a Resubdivision of Phase A, Country Crossing Neighborhood Amended

Commencing at the East Quarter Corner of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence South 89°47'00" West along the quarter section line 1379.680 feet; thence South 00°13'00" East perpendicular to said quarter section line 424.628 feet to the northeast corner of Lot 126 of the Village at Country Crossing Neighborhood, Phase A, Plat 1 as recorded in the

Lots 127 → 134
Lots 145 → 150
Lots 171 → 174
Lots 177 → 179

office of the Tooele County Recorder said point also being the POINT OF BEGINNING; thence along the boundary of said subdivision the following three (3) courses: North 89°47'13" East 472.711 feet; South 00°12'47" East 0.879 feet; North 89°47'13" East 160.000 feet; thence South 00°12'47" East 305.067; thence South 89°47'13" West 100.000 feet; thence South 00°12'47" East 4.054; thence South 89°47'13" West 320.000 feet; thence North 00°12'47" West 50.000 feet; thence South 89°47'13" West 205.140 feet to the southeast corner of Lot 176 of said Village at Country Crossing Neighborhood Phase A, Plat 1; thence along the boundary of said subdivision the following three (3) courses: North 00°12'47" West 160.000 feet; South 89°47'13" West 7.570 feet; North 00°12'47" West 100.000 feet to the POINT OF BEGINNING. Containing 4.2183 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 fifth 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, and RFC Construction Funding Corporation, a Delaware Corporation, have executed this Fifth 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: [Signature]
David R. Prolo
Division President

RFC CONSTRUCTION FUNDING CORPORATION, a Delaware Corporation

By: [Signature]
Peter Fischer
Assistant Vice President

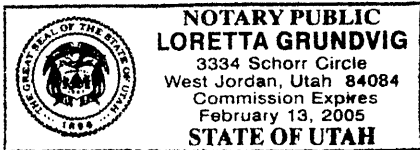
ACKNOWLEDGMENTS

STATE OF UTAH)

: ss.

County of Salt Lake)

On the 10th day of December, 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.



[Signature]
NOTARY PUBLIC

STATE OF California

County of Los Angeles ^{SS.}

On the 13th day of December, 2001, personally appeared before me Peter Fischer, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Assistant Vice President on behalf of the corporation therein named, who duly acknowledged to me that the corporation executed the same.



Sonia E. Garcia -
NOTARY PUBLIC