

179.00

E 190317 B 795 P 19
Date 4-NOV-2002 1:34pm
Fee: 179.00 Check
CALLEEN PESHELL, Recorder
Filed By RGL
For RICHMOND AMERICAN HOMES OF UT
TOOELE COUNTY CORPORATION

WHEN RECORDED, PLEASE MAIL TO:

RICHMOND AMERICAN HOMES OF UTAH, INC.,
a Colorado corporation
c/o Neil L. Blackburn
3653 West 1987 South,
Building 7
Salt Lake City, Utah 84104

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

Dated July 23, 2002

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

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 17th, 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 1 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 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”); and was amended 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 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. 169025, in Book 703, beginning at Page 447 of Records (the “Fourth Amendment”); and was amended by that certain 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 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. 173861, in Book 725, beginning at Page 800 of Records (the “Fifth Amendment”); and was amended by that certain Sixth 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. 178366, in Book 743 beginning at Page 647 of Records (the “Sixth Amendment”).

D. The real property more particularly described in the Original Declaration as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment (collectively 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 Grantor, and its successors-in-interest, and all other persons and 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 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 annexations, 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. RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado Corporation, as the legal successor-in-interest to the Grantor, at this time desire 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 in Exhibit A attached.

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 conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (the "Covenants and Restrictions") set further 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 Seventh 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 Seventh Amendment to the Original Declaration, as amended, is made pursuant to and in conformance with the provisions of this 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, RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, has executed this Seventh Amendment to the Declaration of the 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.

RICHMOND AMERICAN HOMES OF UTAH, INC.,
a Colorado corporation

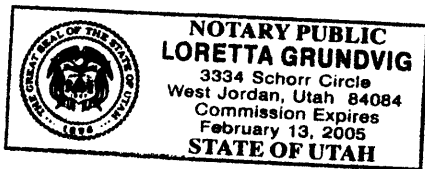
By: 

Neil L. Blackburn
Vice President of Land

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 4th day of November, 2002, personally appeared before me Neil L. Blackburn, Vice President of Land, 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

**LAKESIDE SUBDIVISION NO. 4A
(AND AMENDING AND VACATING A PORTION OF
PARK LOT OF LAKESIDE SUBDIVISION NO. 3)**

Two parcels of land located in the Northwest quarter of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian and being more particularly described as follows:

Parcel 1

Commencing at a found monument marking the Southwest corner of said Section 21 and running North 00°25'20" West along the west line of said Section 21 for a distance of 3816.670 feet; thence North 89°34'40" East perpendicular to said section line 891.891 feet to the POINT OF BEGINNING; thence North 38°37'02" East 92.752 feet; thence North 51°22'58" 11.581 feet; thence North 38°37'02" East 60.000 feet; thence North 23°14'32" East 79.722 feet; thence South 66°45'28" East 109.460 feet to a point on the west boundary of Lakeside Subdivision No. 3 as recorded in Book 95 at Page 31 in the office of the Tooele County Recorder; thence along said west boundary line the following six (6) courses South 23°14'32" West 82.204 feet; thence along a curve to the right having a radius of 25.000 feet, a central angle of 105°22'30" (chord bears South 75°55'47" West 39.767 feet) for an arc distance of 45.979 feet; thence South 38°37'02" West 50.000 feet; thence South 51°22'58" East 13.880 feet; thence along a curve to the right having a radius of 25.000 feet, a central angle of 90°00'00" (chord bears South 06°22'58" East 35.355 feet) for an arc distance of 39.270 feet; thence South 38°37'03" West 72.994 feet; thence North 51°15'22" West 109.395 feet to the POINT OF BEGINNING.

Containing 0.5839 Acres

and

Parcel 2

Commencing at a found monument marking the Southwest corner of said Section 21 and running North 00°25'20" West along the west line of said Section 21 for a distance of 3694.234 feet; North 89°34'30" East perpendicular to said section line 1010.696 feet to the POINT OF BEGINNING; thence North 51°22'58" West 60.000 feet; thence North 38°37'02" East 8.021 feet to a point on the south boundary line of Lakeside Subdivision No. 3 as recorded in Book 95 at Page 31 in the office of the Tooele County Recorder; thence along said south boundary line the following eight (8) courses South 51°22'58" East 60.000 feet; thence North 38°37'02" East 85.000 feet; thence along a curve to the right having a radius of 25.000 feet, a central angle of 90°00'00" (chord bears North 83°37'02" East 35.355 feet) for an arc distance of 39.270 feet; thence South 51°22'58" East 107.732 feet; thence along a curve to the left having a radius of 826.277 feet, a central angle at 14°13'39" (chord bears South 58°29'48" East 204.652 feet) for an arc distance 205.178 feet; thence South 65°36'38" East 82.780 feet; thence along a curve to the left having a radius of 469.492 feet, a central angle of 12°50'10" (chord bears South 72°01'43" East 104.962 feet) for an arc distance of 105.181 feet; thence along a compound curve to the left having a radius of 320.570 feet, a central angle of 85°14'03" (chord bears North 58°56'10" East 434.113 feet) for an arc distance of 476.886 feet; thence along a curve to the left having a radius of 25.000 feet, a central angle of 85°51'17" (chord bears South 26°36'29" East 34.053 feet) for an arc distance of 37.461 feet; thence South 69°32'08" East 91.508 feet; thence along a curve to the right having a radius of 275.000 feet, a central angle of 03°05'43" (chord bears South 67°59'16" East 14.854 feet) for an arc distance of 14.856 feet; thence South 23°33'35" West 60.000 feet; thence South 40°13'22" West 115.881 feet; thence South 36°35'16" East 70.179 feet; thence South 27°52'24" East 55.099 feet; thence South 10°53'47" East 63.789 feet; thence South 00°43'25" East 450.001 feet; thence South 00°15'38" East 60.000 feet; thence South 89°44'22" West 109.398 feet; thence along a curve to the left having a radius of 15.000 feet, a central angle of 90°27'47" (chord bears South 44°30'28" West 21.299 feet) for an arc distance of 23.683 feet; thence South 00°43'25" East 88.033 feet; thence along a curve to the left having a radius of 15.000 feet, a central angle of 89°34'03" (chord bears South 45°30'27" East 21.133 feet) for an arc distance of 23.449 feet; thence North 89°42'32" East 744.029 feet; thence North 89°27'28" East 31.097 feet to a point on the west boundary line Villages of Stansbury Plat 1 Subdivision Phase 4 amended as recorded in Book 459 at Page 229 in the office of the Tooele County Recorder; thence South 00°15'12" East along said west boundary line 80.152 feet; thence South 89°44'23" West along the quarter section line 29.984 feet to a found monument marking the center of said Section 21; thence South 89°42'32" West 835.091 feet; thence North 00°17'28" West 80.000 feet; thence along a non-tangent curve to the left having a radius of 15.000 feet, whose center bears North 00°17'28" West with a central angle of 90°25'57" (chord bears North 44°29'33" East 21.293 feet) for an arc distance of 23.675 feet; thence North 00°43'25" West 88.081 feet; thence along a curve to the left having a radius of 15.000 feet, a central angle of 89°32'13" (chord bears North 45°29'32" West 21.127 feet) for an arc distance of 23.441 feet; thence South 89°44'22" West 110.610 feet; thence North 00°15'38" West 60.000 feet; thence North 00°43'25" West 359.343 feet; thence 07°40'02" West 125.353 feet; thence South 88°32'03" West 110.245 feet; thence North 81°36'05" West 60.000 feet; thence along a non-tangent curve to the right having a radius of 530.000 feet, whose center bears South 81°36'05" East with a central angle of 01°04'23" (chord bears North 08°56'07" East 9.925 feet) for an arc distance of 9.925 feet; thence North 09°28'18" East 16.921 feet; thence North 80°31'42" West 110.747 feet; thence North 16°40'02" East 19.291 feet; thence North 66°29'25" West 131.561 feet; thence along a non-tangent curve to the left having a radius of 470.000 feet, whose center bears South 66°29'25" East with a central angle of 03°16'42" (chord bears South 21°52'14" West 26.889 feet) for an arc distance of 26.893 feet; thence North 69°46'07" West 60.000 feet; thence North 51°27'26" West 272.394 feet to the POINT OF BEGINNING.

Containing 8.9816 Acres.