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John K. M. Olsen
Attorney at Law
120 West Main Street
P.O. Box 1240
Midway, UT 84049

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WASATCH CO RECORDER-ELIZABETH M PARCELL
1998 FEB 03 12:24 PM FEE \$35.00 BY HWC
REQUEST: HAGLEBY H M

**FIRST SUPPLEMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

COTTAGES ON THE GREEN P.U.D.

An Expandable Planned Unit Development

Midway, Wasatch County, Utah

THIS FIRST SUPPLEMENT TO DECLARATION is made as of this 13th day of January, 1998, by **MIDWAY COTTAGE DEVELOPMENT, L.C.**, a Utah limited liability company (the "Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the developer of **Cottages On The Green P.U.D.**, an expandable residential planned unit development in Midway, Utah (the "Development").

B. On or about June 20, 1996, Declarant caused to be recorded as Entry No. 187668, Book 324, Pages 745 - 765, inclusive, in the office of the Recorder of Wasatch County, Utah, that certain **Declaration of Easements, Covenants, Conditions and Restrictions, Cottages On The Green P.U.D., An Expandable Planned Unit Development** (the "Declaration") relating to the Development.

C. Pursuant to §3.03 of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Lots and Common Areas, if any, consistent with the existing phase (Plat "B") of the Development and with the Declaration.

D. Declarant desires to annex a portion of the Additional Land into the Development for development as Plat "C" of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplement to Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. The following described real property situated in the City of Midway, State of Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof:

Beginning at a point which is North 24.79 feet and East 337.25 feet from the West 1/4 corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base & Meridian; thence North 232.37 feet; thence North 40°00'00" West 284.07 feet; thence North 44°46'24" East 354.84 feet; thence North 80°05'10" East 209.57 feet; thence South 16°42'44" East 266.61 feet; thence South 226.34 feet; thence East 20.00 feet; thence South 52°06'33" East 45.40 feet; thence South 31°09'55" East 87.59 feet; thence North 73°08'05" East 38.34 feet; thence South 62.46 feet; thence South 45°00'00" West 149.97 feet; thence North 88°39'26" West 167.87 feet; thence West 214.40 feet to the point of beginning. Containing 6.898 acres.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (excluding buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete each of the buildings and Units and all of the other improvements described in the Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which the Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any Mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO**

EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 Division into Lots. The Development is hereby divided into thirty-nine (39) Lots, numbered as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to assessments, maintenance, etc., all as set forth in this Declaration.

4. Section 12.09 of the Declaration is amended in its entirety to read as follows:

12.09 Uniform Rate of Assessment. All monthly and special assessments authorized by Sections 12.03 and 12.08, respectively, shall be fixed at a uniform rate for all Lots, as follows:

Lots With Residence:		Lots With No Construction After:		
In Construction	Occupied	6 Mos.	1 Yr.	2 Yrs.
75%	100%	50%	75%	100%

During the period of time that Declarant holds the Class B membership in the Association, if assessed fees collected by the Association fail to adequately meet Association expenses, then Declarant shall pay any shortfall.

5. Except as amended by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration, shall constitute the Declaration of Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein. To the extent that the Declaration is amended hereby, Declarant hereby certifies that it holds in excess of sixty percent (60%) of the outstanding votes in the Association and is entitled thereby to make such amendments.

6. This First Supplement to Declaration shall be recorded concurrently with the Plat entitled **Plat "C", Cottages On The Green P.U.D., Midway City, Wasatch County, State of Utah**, prepared and certified to by Thurman E. Madden (a duly registered Utah Land Surveyor holding Certificate No.156204), executed and acknowledged by Declarant, accepted by Midway City, to be filed for record in the office of the County Recorder of Wasatch County.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above set forth.

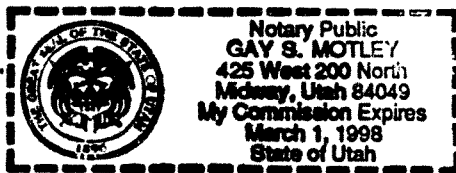
DECLARANT:

MIDWAY COTTAGE DEVELOPMENT, L.C.

By: *H. M. Magleby*
H. M. Magleby, Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 13 day of January, 1998, personally appeared before me **H. M. Magleby** who, being by me duly sworn, did say that he is the Manager of Midway Cottage Development, L.C., a Utah limited liability company; that said instrument was signed by him in behalf of said company pursuant to authority; and that said company executed the same.



Gay S. Motley

NOTARY PUBLIC

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