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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY VILLAGE LLC

FIRST SUPPLEMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

NEUCHATELLE COLONY AT VALAIS, P.U.D.

(An Expandable Planned Unit Development)

(PHASE 6B VALAIS)

THIS FIRST SUPPLEMENT TO DECLARATION is made and executed this 8 day of ~~October~~ ^{NOVEMBER} 2005, by **MIDWAY VILLAGE, L.L.C.**, a Utah limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the Declarant as identified and set forth in that certain Declaration of Covenants, Conditions and Restrictions of Neuchatelle Colony at Valais, P.U.D. dated August 17, 2004, and recorded in the office of the Wasatch County Recorder on September 2, 2004, as Entry No. 274896 in Book 711 beginning at page 0338 (the "Declaration").

B. Under the terms of the Declaration, Declarant reserved the right to annex certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1. Submission of Phase 6B of Valais/Neuchatelle. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "B" attached hereto, whether or not the Additional Land, or portions thereof, is part of the Development. If, pursuant to the foregoing reservation, the above-described tract 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 reservation hereby

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effected shall, unless sooner terminated in accordance with its terms, expire fourteen (14) years after the date on which the Declaration was 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 and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

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; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way;

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Plat pertaining to the same, which supplemental Plat shall be recorded with this Supplement.

3. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1, the total number of Living Units when completed, will equal forty-one (41).

4. Subordinate Lender. By its execution of this Supplement, Simba Development Company, L.C., a Utah limited liability company (hereinafter "Subordinate Lender"), agrees, covenants and declares that this Supplement shall be senior in priority to that Deed of Trust, Security Agreement and Financing Statement made as of April 24, 1996, by and between Midway Village, L.C., as "Borrower," Sutherland Title Company, a Utah corporation, as "Trustee," and Subordinate Lender as "Lender" (hereinafter "Trust Deed"), which Trust Deed was recorded on April 28, 1996, as Entry No. 186511, in Book 321, beginning at page 812 of the Official Records of Wasatch County and that said Trust Deed shall be subordinate to and subject to this Supplement notwithstanding the fact that this Supplement is recorded later in time than the Trust Deed.

5. Effective Date. This Supplemental Declaration, and the Supplement Plat relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Wasatch County, Utah.

BOUNDARY DESCRIPTION
SCHEDULE "A"

BEGINNING AT A POINT WHICH IS EAST 300.63 FEET AND SOUTH 550.10 FEET FROM THE FOUND BRASS MONUMENT FOR THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

AND RUNNING THENCE NORTH 42°03'32" EAST 62.43 FEET; THENCE NORTH 86°27'28" EAST 153.77 FEET; THENCE NORTH 71°48'00" EAST 290.66 FEET; THENCE SOUTH 87°12'53" EAST 170.25 FEET; THENCE SOUTH 02°47'07" WEST 97.20 FEET; THENCE SOUTH 53°45'39" EAST 123.72 FEET; THENCE NORTH 69°39'28" EAST 47.71 FEET; THENCE SOUTH 63°54'11" EAST 231.44 FEET; THENCE SOUTH 702.13 FEET; THENCE NORTH 51°21'22" WEST 209.58 FEET; THENCE NORTH 87°57'21" WEST 111.97 FEET; THENCE SOUTH 57°16'53" WEST 22.63 FEET; THENCE NORTH 03°35'35" EAST 213.61 FEET; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT 132.79 FEET (CURVE HAS A CENTRAL ANGLE OF 33°48'57" AND A CHORD BEARING OF NORTH 13°18'54" WEST 130.88 FEET); THENCE NORTH 30°13'22" WEST 60.18 FEET; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT 272.85 FEET (CURVE HAS A CENTRAL ANGLE OF 69°28'51" AND A CHORD BEARING NORTH 64°57'48" WEST 256.44 FEET); THENCE SOUTH 80°17'46" WEST 111.29 FEET; THENCE ALONG THE ARC OF A 975 FOOT RADIUS CURVE TO THE RIGHT 112.91 FEET (CURVE HAS A CENTRAL ANGLE OF 06°38'07" AND A CHORD BEARING SOUTH 83°36'50" WEST 112.85 FEET); THENCE SOUTH 86°55'54" WEST 100.01 FEET; THENCE ALONG THE ARC OF A 15.50 FOOT RADIUS CURVE TO THE RIGHT 21.19 FEET (CURVE HAS A CENTRAL ANGLE OF 78°20'08" AND A CHORD BEARING NORTH 53°54'02" WEST 19.58 FEET); THENCE NORTH 14°43'59" WEST 123.35 FEET; THENCE NORTH 24°29'52" WEST 111.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.32 ACRES

ALL OF LOTS 326-356 Valais Phase 6B PLAT I