

**AMENDMENT NUMBER ONE**

**TO THE  
AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COVE ESTATES**

THIS AMENDMENT NUMBER ONE TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment Number One") is made and executed this 16<sup>th</sup> day of April 2007, by MWE-COVE, L.L.C., a Utah limited liability company with its principal place of business located in Midway, State of Utah, (hereinafter referred to as "Declarant") and by COVE ESTATES HOMEOWNERS ASSOCIATION, INC., a Utah corporation with its principal place of business located in Salt Lake City, State of Utah (hereinafter referred to as "Association"), (collectively the Declarant and Association known as "Parties" and individually as a "Party").

**RECITALS:**

- A. Declarant caused to be recorded in the Wasatch County Recorder's Office that certain Declaration of Covenants, Conditions and Restrictions of Cove Estates on January 12, 2006 as Entry # 295211 in Book 822 Pages 23-62 (the "Original Declaration").
- B. Declarant caused to be recorded in the Wasatch County Recorder's Office that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cove Estates on May 26, 2006 as Entry # 303168 in Book 865 Pages 546-586 (the "Amended Declaration").
- C. The Amended Declaration provides in Section 9.3 for the Original Declaration to be amended by the affirmative vote of at least two-thirds (2/3) of all Members and the written consent of the Declarant.
- D. Pursuant to Section 3.2 of the Amended Declaration, the affirmative vote of "all Members" would include both Class A and Class B Members. Class A Members

shall be entitled to one (1) vote for each Homestead in which the interest required for membership in the Association is held. The Declarant, as a Class B Member, shall be entitled to four (4) votes for each Homestead in which it holds the interest required for Membership in the Association and ten (10) votes for each additional acre of Additional Land which may be added to the Development.

E. The total number of votes entitled to be cast is as follows:

Lot Number	Member	Class A Votes	Class B Votes
66	Declarant		4
67	Declarant		4
68	Jeff Hill	1	
69	Declarant		4
70	Blake & DebbieChappell	1	
71	Troy & Becca Johnson	1	
72	Jacob & Kimberly Jensen	1	
73	Wes & Meagan Webster	1	
74	Declarant		4
75	Joseph Tesch	1	
76	Scott & Belle Rhees	1	
77	Declarant		4
78	Declarant		4
79	Robert & Diane Bromley	1	
80	Declarant		4
81	Declarant		4
82	Declarant		4
83	Derek & Laurisa Pullan	1	
84	Declarant		4
85	Ron Blue	1	
86	Declarant		4
87	Declarant		4
88	Declarant		4
89	Declarant		4
90	Declarant		4
91	Declarant		4
92	Declarant		4
93	Declarant		4
94	Declarant		4
95	Declarant		4
96	Declarant		4
97	Declarant		4
98	Declarant		4
99	Declarant		4
100	Declarant		4
101	Declarant		4
102	Declarant		4
103	Declarant		4
104	Declarant		4
105	Declarant		4

106	Declarant		4
107	Lars Skylling	1	
108	Declarant		4
109	Declarant		4
110	Declarant		4
Parcel #1 Buckwheat Subdivision (10.275 acres)	Declarant		10
<b>TOTAL VOTES:</b>		<b>10</b>	<b>150</b>

F. Section 9.4 of the Amended Declaration provides that authorization of an amendment may be satisfied by obtaining, with or without a meeting, consents in writing to such amendment from the Members entitled to cast at least two-thirds (2/3) of all membership votes outstanding.

G. The Declarant, as evidenced by its signature hereto, has consented in writing to this Amendment Number One and has more than the two-thirds (2/3) votes sufficient to pass this Amendment Number One.

H. Pursuant to the Bylaws of the Association, the Board of Trustees have appointed Brent Ritchie to be the President of the Association.

I. The President of the Association, as evidenced by his signature hereto, hereby certifies that the vote required by Section 9.3 for amendment has occurred.

J. The Association and Declarant desire to amend the Amended Declaration, so this Amendment Number One shall amend specific sections of the Amended Declaration. The Amended Declaration and Amendment Number One shall hereinafter be referred to as the "Declaration."

K. Declarant desires to restate that it is desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to collect and disburse the assessments and charges hereinafter provided for and otherwise to administer and enforce the provisions of this Declaration. For such purpose, Declarant has caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, the Association.

L. Declarant and Members of the Association are the record owners of that certain tract of Property more particularly described in Exhibit A, Exhibit B, and Exhibit C of this Amendment Number One.

M. Declarant and the Association desire to provide for preservation of the values and amenities of the Property. To this end, and for the benefit of the Property and of the Owners thereof, Declarant and the Association desire to subject the Property described in Exhibit A, Exhibit B, and Exhibit C of this Amendment Number One and the various Homesteads (Lots) now or hereafter contained within the entire tract

hereinafter described to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

NOW, THEREFORE, Declarant and Association hereby covenant, agree and declare that the Amended Declaration shall be amended by Amendment Number One. Those portions of the Amended Declaration that are not amended by Amendment Number One shall remain unchanged and shall be in full force and affect. The Amended Declaration and Amendment Number One shall hereinafter be referred to as the "Declaration." Further, the Parties hereby covenant, agree, and declare all of the Property described in Article II hereof to be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, and obligations hereinafter set forth.

### AMENDMENTS

1. Section 9.10 of the Amended Declaration currently reads as follows:

**"9.10 Reservation of Right to Buy. NOTE: SELLER IS RESERVING THE RIGHT TO REPURCHASE THE PROPERTY IN THE EVENT THAT (i) CONSTRUCTION OF HOME DOES NOT COMMENCE BEFORE TWO (2) YEARS FROM THE DATE OF THE CLOSING OF THIS SALE; OR (ii) BUYER SEEKS TO SELL OR TRANSFER THE PROPERTY TO A THIRD PARTY PURCHASER WITHOUT A LIVING UNIT CONSTRUCTED ON THE LOT.** In the event that (i) construction of a Living Unit is not commenced within a period of two (2) years from the date of Closing; or (ii) the Buyer seeks to sell or transfer the Property to a third party purchaser without a living unit constructed on the Property and before the Buyer may actually transfer or sell the Property, the Buyer shall give written notice to the Seller of the Buyer's intention to transfer or sell the Property. For 30 days following receipt of the notice, Seller shall have the right to repurchase the Property upon the same terms and conditions, including but not limited to purchase price, as such Property was originally sold by Seller to Buyer. In the event that Seller elects to repurchase the Property, Seller shall give written notice of its election to the Buyer and such repurchase shall be closed within sixty (60) days after the date of such notice at a location acceptable to Seller. At closing and as a condition thereto, Buyer shall reconvey the Property to Seller by warranty deed, subject only to those exceptions which encumbered the Property at the date of original sale. In the event that Buyer transfers or sells the Property without giving the Seller notice and an opportunity to purchase the Property pursuant to these terms, the Buyer shall immediately forfeit to Seller the difference between the Buyer's sales price to a third party and the original purchase price. The Seller's right to repurchase the Property shall automatically terminate upon the completion of construction upon such Property of a Living Unit approved by the Architectural Committee or twenty (20) years from the date of recording of the Declaration of Covenants, Conditions and Restrictions in the Wasatch County Recorder's Office, provided that Seller shall have the right to close the repurchase

of any Property for which notice of repurchase has been given to the Owner prior to the expiration of twenty (20) years from recording."

**SECTION 9.10 SHALL BE DELETED IN ITS ENTIRETY AND SHALL NO LONGER ENCUMBER THE PROPERTY AND/OR THE HOMESTEADS.**

EXECUTED the day and year first above written.

**DECLARANT:**

**MWE-COVE, L.L.C.,**  
a Utah limited liability company

By: *Paul W. Ritchie*  
Paul W. Ritchie, Manager

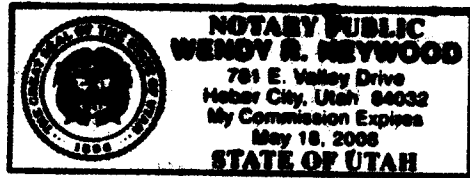
**COVE ESTATES HOMEOWNERS ASSOCIATION, INC.,** a Utah corporation

By: *Brent D. Ritchie*  
Brent D. Ritchie, President

STATE OF UTAH )

COUNTY OF *Wasatch* )

:SS



On the 6<sup>th</sup> day of April 2007, personally appeared before me Paul W. Ritchie, who being by me duly sworn did say that he is a Manager of MWE-COVE, L.L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its members and/or the terms of its operating agreement and the said Paul W. Ritchie duly acknowledged to me that said limited liability company executed the same.

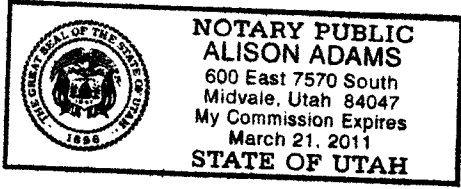
*Wendy R. Heywood*  
NOTARY PUBLIC

STATE OF UTAH )

COUNTY OF *Salt Lake* )

:SS

On the 11 day of April 2007, personally appeared before me Brent D. Ritchie, who being by me duly sworn did say that he is President of COVE ESTATES HOMEOWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed pursuant to authority granted to the President of such.



*[Handwritten Signature]*  
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 NOTARY PUBLIC

EXHIBIT ALEGAL DESCRIPTIONParcel 1

Commencing at a point located S89°44'50"W 1339.53 feet and North 1491.02 feet from the Wasatch County Monument for the Southeast corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base & Meridian (brass cap set in 1976), said point being the Southeast corner of the Cove at Valley Hills; thence North along said boundary 1518.07 feet to the point of beginning; thence North 966.68 feet; thence East 310.44 feet; thence South 130.00 feet; thence S25°34'08"E 66.51 feet; thence S00°28'02"W 375.01 feet; thence S03°31'25"E 127.47 feet; thence S07°13'17"W 201.83 feet; thence S07°55'06"W 66.01 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 300 feet; thence Southwesterly along said curve 72.25 feet through a central angle of 13°47'57" (chord bearing and distance of said curve being S82°56'56"W 72.08 feet); thence West 237.93 feet to the point of beginning. Contains 7.33 acres.

Said property also known as Cove Estate Phase 1.

Parcel 2:

Commencing at a point located S89°44'50"W 1339.53 feet and North 1491.02 feet from the Wasatch County Monument for the Southeast corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base & Meridian (brass cap set in 1976) said point being the Southeast corner of the Cove at Valley Hills Plat; thence North along said boundary 761.10 feet to the true point of beginning; thence North 567.62 feet; thence East 5.00 feet; thence North 189.35 feet; thence East 232.93 feet to the beginning of a tangent curve to the left having a radius of 300 feet; thence Northeasterly along said curve a distance of 72.25 feet through a central angle of 13°47'57" (chord bearing and distance of said curve being N82°56'56"E 72.08 feet); thence N07°55'06"E 66.01 feet; thence N07°13'17"E 201.83 feet; thence N03°31'25"W 127.47 feet; thence N00°28'02"E 375.01 feet; thence N25°34'08"W 66.51 feet; thence North 130.00 feet; thence East 762.91 feet; thence S16°46'42"W 155.31 feet to the beginning of a non-tangent curve to the right having a radius of 60.00 feet; thence Southeasterly along said curve a distance of 163.78 feet through a central angle of 156°23'40" (chord bearing and distance of said curve being S10°24'42"E 117.46 feet); thence S22°14'03"E 97.18 feet; thence S00°12'40"W 65.49 feet to the centerline of the canal and the beginning of a non-tangent curve to the right having a radius of 784.79 feet; thence southwesterly along said curve a distance of 44.70 feet through a central angle of 03°15'48" (chord bearing and distance of said curve being S67°35'15"W 44.69 feet) to the beginning of a reverse curve to the left having a radius of 1194.88 feet; thence Southwesterly along said curve a distance of 100.91 feet through a central angle of 04°50'20" (chord bearing and distance of said curve being S66°47'59"W 100.88 feet); thence S64°22'47"W a distance of 123.53 feet to the beginning of a tangent curve to the left having a radius of 150.66 feet; thence Southwesterly along said curve a distance of 133.45 feet through a central angle of

50°45'03" (chord bearing and distance of said curve being S39°00'15"W 129.13 feet); thence S13°37'44"W a distance of 26.14 feet to the beginning of a tangent curve to the right having a radius of 698.14 feet; thence Southwesterly along said curve a distance of 244.22 feet through a central angle of 20°02'35" (chord bearing and distance of said curve being S23°39'01"W 242.98 feet); thence S33°40'19"W a distance of 333.69 feet to the beginning of a tangent curve to the left having a radius of 138.95 feet; thence Southwesterly along said curve a distance of 32.61 feet through a central angle of 13°26'49" (chord bearing and distance of said curve being S26°57'03"W 32.54 feet); thence S19°57'54"W a distance of 104.88 feet to the beginning of a tangent curve to the right having a radius of 725.99 feet; thence Southwesterly along said curve a distance of 76.17 feet through a central angle of 06°00'42" (chord bearing and distance of said curve being S22°58'14"W 76.14 feet); thence S25°58'34"W a distance of 116.78 feet to the beginning of a tangent curve to the right having a radius of 1198.17 feet; thence Southwesterly along said curve a distance of 97.89 feet through a central angle of 04°40'52" (chord bearing and distance of said curve being S28°19'00"W 97.87 feet); thence S30°39'23"W a distance of 133.18 feet to the beginning of a tangent curve to the left having a radius of 136.11 feet; thence Southwesterly along said curve a distance of 67.82 feet through a central angle of 28°32'54" (chord bearing and distance of said curve being S16°22'56"W 67.12 feet) thence West a distance of 206.28 feet to the point of beginning. Containing approximately 19.30 acres.

Said property also known as Cove Estate Phase 2.



EXHIBIT B

ADDITIONAL LAND

Together with any other real property adjacent to the Property or that is described on this Exhibit "B".

All of Parcel 1 Buckwheat Subdivision Agricultural Exemption Area according to the official Plat thereof recorded in the Office of the County Recorder of Wasatch County, State of Utah.

For informational purposes only, Tax Serial Number: OBW-0001.

EXHIBIT CCove Estates Homesteads

<b>Phase</b>	<b>Lot #</b>	<b>Tax ID #</b>
Phase I	66	0ZA1066
Phase I	67	0ZA1067
Phase I	68	0ZA1068
Phase I	69	0ZA1069
Phase I	70	0ZA1070
Phase I	71	0ZA1071
Phase I	72	0ZA1072
Phase I	73	0ZA1073
Phase I	74	0ZA1074
Phase I	75	0ZA1075
Phase I	76	0ZA1076
Phase I	77	0ZA1077
Phase II	78	0ZA2078
Phase II	79	0ZA2079
Phase II	80	0ZA2080
Phase II	81	0ZA2081
Phase II	82	0ZA2082
Phase II	83	0ZA2083
Phase II	84	0ZA2084
Phase II	85	0ZA2085
Phase II	86	0ZA2086
Phase II	87	0ZA2087
Phase II	88	0ZA2088
Phase II	89	0ZA2089
Phase II	90	0ZA2090
Phase II	91	0ZA2091
Phase II	92	0ZA2092
Phase II	93	0ZA2093
Phase II	94	0ZA2094
Phase II	95	0ZA2095
Phase II	96	0ZA2096
Phase II	97	0ZA2097
Phase II	98	0ZA2098
Phase II	99	0ZA2099
Phase II	100	0ZA2100
Phase II	101	0ZA2101
Phase II	102	0ZA2102
Phase II	103	0ZA2103
Phase II	104	0ZA2104
Phase II	105	0ZA2105
Phase II	106	0ZA2106
Phase II	107	0ZA2107
Phase II	108	0ZA2108
Phase II	109	0ZA2109
Phase II	110	0ZA2110