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SUPPLEMENTARY DECLARATION OF, AND AMENDMENT TO,
COVENANTS, CONDITIONS AND RESTRICTIONS OF FAIRMEADOWS
A PROSWOOD OPEN SPACE COMMUNITY CONDOMINIUM (Phase No. I)
(First Expansion)

THIS SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed
this 13th day of June, 1979, by PROSWOOD, INC., a Utah
corporation (the "Declarant").

R E C I T A L S:

A. On December 4, 1978, Declarant made and executed
an Enabling Declaration of Fairmeadows Phase No. I, a Proswood
Open Space Community Condominium, (hereinafter referred to as
"the Declaration") as part of a plan for the Fairmeadows Con-
dominium Project ("the Project"), which Declaration was
executed by Declarant on December 4, 1978 and recorded in the
office of the County Recorder of Salt Lake County, State of
Utah, on December 6, 1978 in Book 4782 at page 785 et seq. as
Entry No. 3207544. The related Record of Survey Map ("the
Original Map") was recorded concurrently with the Declaration
in Book 78-12 of Plats at page 235 as Entry No. 3207545. The
Declaration and the Original Map submitted to the provisions
of the Act the following described real property situated in
Salt Lake County, State of Utah, to-wit:

Beginning at a point on the north line
of Baker Drive, said point being North
326.90 feet and East 329.64 feet from
the Southwest corner of Section 20,
Township 2 South, Range 1 East, Salt Lake
Base and Meridian, and running thence
N 9°02' E 96.0 feet; thence N 53°00' W
107.79 feet; thence N 10°00' W 60.32
feet; thence N 80°00' E 113.68 feet;
thence N 10°00' W 139.27 feet; thence
N 17°00' E 87.56 feet to the south line
of Enchanted Drive, said point also being
on a curve to the left, the radius point
being N 17°00' E 251.24 feet; thence
Easterly along the arc of said curve and
south line 177.59 feet to a point of a

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SECURITY TITLE CO.

KATIE L. OXON
RECORDER
SALT LAKE COUNTY,
UTAH

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SECURITY TITLE CO.
C. Wayne Maberry

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compound curve to the left, the radius point being N 23°30' W 122.0 feet; thence Northeasterly along the arc of said curve and South line 139.47 feet; thence S 89°00' E 203.29 feet; thence S 71°15' E 310.83 feet; thence S 22°30' W 22.51 feet; thence S 69°05'40" E 106.82 feet; thence S 21°00' W 112.16 feet; thence S 33°50' W 45.02 feet; thence S 21°00' W 121.80 feet; thence S 10°47'51" E 48.60 feet; thence S 8°45' W 115.21 feet; thence S 21°35' W 45.02 feet; thence S 8°45' W 112.86 feet; thence N 80°35'28" W 52.33 feet; thence N 80°27'20" W 137.01 feet; thence N 81°18'37" W 190.00 feet; thence N 81°33'15" W 25.02 feet to the north line of Baker Drive, said point also being on a curve to the left, the radius point being S 85°01'25" W 51.86 feet; thence Northwesterly along the arc of said curve and north line 68.78 feet to a point of tangency; thence N 80°58' W along said north line 277.17 feet to the point of beginning. Contains 10.825 Acres

Subject to reservations, easements, restrictions, provisions, and covenants of record.

B. Under Section 23 of Article III of the Declaration, Declarant reserved an option until the seventh anniversary of the recording of the Declaration to expand the Condominium Project from time to time in compliance with Section 57-8-13.6 of the Utah Condominium Ownership Act (the Act).

C. Declarant is the owner in fee simple of the parcels of real property particularly described in Article II of this Supplementary Declaration. Declarant elects to expand the initial Project by submitting the parcels of real property described in Article II to the provisions of the Act and the Declaration.

D. Under the provisions of the Declaration,

Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land. Accordingly, Declarant now intends that the real property described in Article II of this Supplementary Declaration shall become subject to the Declaration. To this end and for the benefit of the Project and the owners thereof, Declarant desires to expand the Project by this Supplementary Declaration in accordance with Section 23 of Article III of the Declaration.

I. DEFINITIONS

When used in this Supplementary Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Supplementary Declaration shall mean and refer to this Supplementary Declaration of, and Amendment to, the Enabling Declaration of Fairmeadows Phase No. I, a "Prowswood Open Space Community Condominium".
2. Phase 2 Map shall mean and refer to the Record of Survey Map of Phase 2 of Fairmeadows Condominium Project executed and acknowledged by Declarant, prepared and certified to by Robert B. Jones, (a duly registered Utah Land Surveyor holding Certificate No. 1525) and filed for record in the office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Supplementary Declaration.
3. Other Definitions. Except as herein otherwise defined or as may be required by the context, all terms defined in Article II of the Declaration shall have such defined

meanings when used in this Supplementary Declaration.

II. PROPERTY DESCRIPTION

The Tract which is hereby submitted to the provisions of the Act and which shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as supplemented or amended by this Supplementary Declaration consists of the following described real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all easements, rights-of-way and other appurtenances and rights incident to, appurtenant to, or accompanying the Tract.

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 bodies; any Patent reservations or exclusions; any mineral reservations of record and rights incident thereto; and any easements or rights of way which are enforceable at law or in equity.

III. EFFECT OF FOREGOING SUBMISSION

Declarant hereby declares that the real property described in Article II of this Supplementary Declaration and on Phase 2 Map shall be annexed to and become subject to the Declaration, which upon recordation of this Supplementary Declaration and Phase 2 Map shall constitute and effectuate the expansion of the initial (Phase I) Project, making the real property described in Article II of the Supplementary Declaration subject to the functions, powers, rights, duties and jurisdiction of the Association of Unit Owners.

IV. UNITS CREATED BY EXPANSION

As shown on the Phase 2 Map, fifty-six (56) additional Units are created on the Tract described in Article II of this Supplementary Declaration. Said additional Units are located within a portion of the Additional Land. Upon the recordation of the Phase 2 Map and this Supplementary Declaration, the total number of Units in the Project will be one hundred sixty-eight (168). Said Additional Units are substantially similar in construction and design to the Units in Phase I of the Project and are constructed of substantially the same materials.

V. REALLOCATION OF PERCENTAGE INTERESTS

1. Reallocation. Under the Act and by Article III of the Declaration, in connection with an amendment such as that accomplished by this instrument, Declarant is required to amend the Declaration so as to reallocate the Percentage Interest appurtenant to each Unit. Accordingly, Exhibit "B" to the Declaration is amended in its entirety to read as does the "Revised Exhibit "B"" attached to this Supplementary Declaration and made a part hereof by this reference. The reallocated Percentage Interest which are contained in said Revised Exhibit "B", as required by Paragraph 5 of Article III of the Declaration, have been computed on the basis of the par value that each of the Units bears to the total par value of all the Units.

VI. SUPPLEMENTARY PROVISIONS

1. Duty of Committee to Maintain Along Enchanted Drive. (a) As shown on Phase 2 Map, a street which has

been dedicated to the public known as "Enchanted Drive" (the Drive) runs easterly from 700 East Street paralleling the North boundary of the Project. Declarant, its successors and assigns, have the right to landscape and maintain the strip along the North side of the Drive, including, but not limited to, that area fronting the well site owned by Sandy City Corporation, a Municipal Corporation. Declarant has landscaped such strip to enhance the attractiveness of the Project. It shall be the continuing duty of the Association (through its Management Committee) to keep such strip or area landscaped, irrigated, fertilized and maintained, to keep such area free of debris, and to otherwise keep such areas in good and attractive condition at all times.

(b) Restriction on Amendment of This Section.

For so long as the Association has the right and duty to maintain aforesaid landscaped areas along the Drive, no amendment of the Declaration or of this Supplementary Declaration shall be made which will have the effect of diminishing or abrogating the duty of the Association to maintain aforesaid areas required hereunder.

2. Storage of Recreational Vehicles. All recreational vehicles including, but not by way of limitation, boats, trailers, campers, snowmobiles, motorcycles, motor homes and trucks larger than pick-up trucks, shall be stored or parked only in the area designated on the Map as "R.V. Storage" (the RV Space). The RV Space is not, and will not become a part of the Project; however, the owner

thereof has imposed restrictive covenants thereon for use as a recreational parking area for the primary use and benefit of the Unit Owners. Accordingly, the Management Committee is hereby empowered to make such arrangements with the owner of RV Space for the use and occupancy thereof on behalf of the Unit Owners upon such rental, terms, and conditions as it and the Owner thereof may agree upon so long as the Project shall exist under the Act.

VII. CONSOLIDATED LEGAL DESCRIPTION

The description of the Project as expanded by the recordation of the Phase 2 Map and this Supplementary Declaration consists of the real property described in Recital A and Exhibit "A" of this Supplementary Declaration.

VIII. AMENDMENT OF CERTAIN DEFINITIONS IN THE DECLARATION

Certain definitions contained in Article I of the Declaration are amended as hereinafter set forth.

1. Delete Section 8(a) and substitute in lieu thereof the following:

"(a) The real property and interest in real property which this Declaration and any supplemental Declaration or supplemental Declarations submit to the terms of the Act".

2. Section 9 shall be amended to read as follows:

"9. Limited Common Areas and Facilities and Limited Common Areas shall mean and refer to those Common Areas designated herein, in the Map, in any supplemental Declaration or supplemental Declarations and in Maps of future phases, as reserved for the use of a certain Unit or Units to the exclusion of the other Units".

3. Section 10 is hereby amended to read as follows:

"10. Percentage Interest shall mean and refer to the percentage undivided interest of each Unit in the Common Areas as set forth in Exhibit "B" attached hereto as the same may be revised (Revised Exhibit "B") incident to expansion of the Project as provided herein".

4. Second sentence of Section 11 shall be amended to read as follows:

"11. Units shall be shown in the Map and any supplemental Map by single cross-hatching".

5. Section 12 shall be amended to read as follows:

"5. Unit Number shall mean and refer to the number which designates a Unit in the attached Exhibit "B" as the same may be revised from time to time by any supplemental Declaration or supplemental Declarations and in the Map or supplemental Map".

6. The following provision shall be inserted as sub-section (d) of Section 23 of Article III of the Declaration:

"(d) Expansion of Definitions. Whenever the context so requires, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "Property" shall mean the real property described herein plus any additional property added by a supplemental Declaration or by supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented or amended; "Common Areas" shall be expanded to include those Common Areas as included in this

Declaration and depicted on any additional phase Map and supplementary Declaration or Declarations; and so forth."

IX. EFFECTIVE DATE

The effective date of this Supplementary Declaration and of Phase 2 Map shall be the date on which said instruments are filed for record with the office of the County Recorder of Salt Lake County, State of Utah. From and after said date the Declaration and Phase 2 Map of Fairmeadows Condominium Project shall consist of the Declaration and Map as supplemented and amended by this Supplementary Declaration and Phase 2 Map.

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

PROWSWOOD, INC.
A Utah Corporation

By: *Richard S. Prows*
RICHARD S. PROWS
Its President

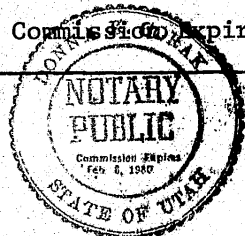
ATTEST:

Mas Yano
MAS YANO - Secretary

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

On the 13th day of June, 1979, personally appeared before me RICHARD S. PROWS and MAS YANO, who on oath did say that he, the said RICHARD S. PROWS, is the President of Prowswood, Inc., and that he, the said MAS YANO, is the Secretary of said corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said RICHARD S. PROWS and MAS YANO each duly acknowledged to me that said corporation executed the same.

My Commission Expires:



Donna K. Carak
NOTARY PUBLIC
Residing at Salt Lake City, Utah

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EXHIBIT "A"

FAIRMEADOWS CONDOMINIUM PROJECT

Beginning at a point on the north line of Baker Drive, said point being East 329.64 feet and North 326.90 feet from the Southwest Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N80°58' W along said north line 260.37 feet to a point of a 25.0 foot radius curve to the right; thence Westerly along the arc of said curve 12.12 feet to the East line of 700 East Street; thence N0°01'56" W along said east line 508.86 feet to a point on a curve to the right, the radius point of which is S36°53'28" E 25.0 feet; thence Easterly along the arc of said curve 24.64 feet to a point of tangency, also the South line of Enchanted Drive, thence S70°25' E along said South line 282.56 feet to a point of a 251.24 foot radius curve to the left; thence Southeasterly along the arc of said curve 11.33 feet; thence S17°00' W 87.56 feet; thence S10°00' E 139.27 feet; thence S80°00' W 113.68 feet; thence S10°00' E 60.32 feet; thence S53°00' E 107.79 feet; thence S9°02' W 96.00 feet to the point of beginning. Contains 3.018 Acres

Also the "Maintenance Area" described as follows: Beginning at a point on the North line of Enchanted Drive, said point being East 338.27 feet and North 837.07 feet from the Southwest corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N11°42'59" W 76.84 feet; thence S81°49'09" E 152.26 feet; thence S20°00' E 69.82 feet to a point on a curve to the right, the radius point of which is N17°08'56" W 211.24 feet, thence Westerly along the arc of said curve 135.43 feet to a point of tangency; thence N70°25' W 27.48 feet to the point of beginning.

RESERVING UNTO Prowswood, Inc., the Declarant, a 30.0 foot ingress and egress Easement, the centerline being as follows: Beginning at a point on the north line of Enchanted Drive, said point being East 364.17 feet and North 827.87 feet from the Southwest corner of said Section 20, and running thence N19°35' E 79.25 feet to the south line of the R.V. Storage Area.

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

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; and Patent reservations or exclusions; any mineral reservations of record and rights incident thereto; and any easements or rights-of-way which are enforceable at law or in equity.

REVISED EXHIBIT "B"

Fairmeadows Condominium Project
(After first expansion)

<u>Unit No.</u>	<u>Building No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
57	8	52	.63555%
58	"	51	.62330%
59	"	51	.62330%
60	"	52	.63555%
61	9	52	.63555%
62	"	51	.62330%
63	"	51	.62330%
64	"	52	.63555%
65	10	52	.63555%
66	"	51	.62330%
67	"	51	.62330%
68	"	52	.63555%
69	11	52	.63555%
70	"	51	.62330%
71	"	51	.62330%
72	"	52	.63555%
73	12	52	.63555%
74	"	51	.62330%
75	"	51	.62330%
76	"	52	.63555%
77	13	52	.63555%
78	"	51	.62330%
79	"	51	.62330%
80	"	52	.63555%
81	14	52	.63555%
82	"	51	.62330%
83	"	51	.62330%
84	"	52	.63555%
85	15	52	.63555%
86	"	51	.62330%
87	"	51	.62330%
88	"	52	.63555%
121	24	52	.63555%
122	"	51	.62330%
123	"	51	.62330%
124	"	52	.63555%
125	25	52	.63555%
126	"	51	.62330%
127	"	51	.62330%
128	"	52	.63555%
129	26	52	.63555%
130	"	51	.62330%
131	"	51	.62330%
132	"	52	.63555%
133	27	52	.63555%
134	"	51	.62330%
135	"	51	.62330%
136	"	52	.63555%
137	28	52	.63555%

REVISED EXHIBIT "B" (Continued)

<u>Unit No.</u>	<u>Building No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
138	28	51	.62330%
139	"	51	.62330%
140	"	52	.63555%
141	29	52	.63555%
142	"	51	.62330%
143	"	51	.62330%
144	"	52	.63555%
145	30	52	.63555%
146	"	51	.62330%
147	"	51	.62330%
148	"	52	.63555%
149	31	52	.63555%
150	"	51	.62330%
151	"	51	.62330%
152	"	52	.63555%
153	32	47	.5742%
154	"	47	.5742%
155	"	"	"
156	"	"	"
157	"	"	"
158	"	"	"
159	"	"	"
160	"	"	"
161	33	"	"
162	"	"	"
163	"	"	"
164	"	"	"
165	"	"	"
166	"	"	"
167	"	"	"
168	"	"	"
169	34	"	"
170	"	"	"
171	"	"	"
172	"	"	"
173	"	"	"
174	"	"	"
175	"	"	"
176	"	"	"
177	35	"	"
178	"	"	"
179	"	"	"
180	"	"	"
181	"	"	"
182	"	"	"
183	"	"	"
184	"	"	"
185	36	"	"
186	"	"	"
187	"	"	"
188	"	"	"
189	"	"	"

REVISED EXHIBIT "B" (Continued)

<u>Unit No.</u>	<u>Building No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
190	36	47	.5742%
191	"	"	"
192	"	"	"
193	37	"	"
194	"	"	"
195	"	"	"
196	"	"	"
197	"	"	"
198	"	"	"
199	"	"	"
200	"	"	"
201	38	"	"
202	"	"	"
203	"	"	"
204	"	"	"
205	"	"	"
206	"	"	"
207	"	"	"
208	"	"	"
209	39	"	"
210	"	"	"
211	"	"	"
212	"	"	"
213	"	"	"
214	"	"	"
215	"	"	"
216	"	"	"
217	40	"	"
218	"	"	"
219	"	"	"
220	"	"	"
221	"	"	"
222	"	"	"
223	"	"	"
224	"	"	"
225	41	"	"
226	"	"	"
227	"	"	"
228	"	"	"
229	"	"	"
230	"	"	"
231	"	"	"
232	"	"	"
233	42	"	"
234	"	"	"
235	"	"	"
236	"	"	"
237	"	"	"
238	"	"	"
239	"	"	"
240	"	"	"

REVISED EXHIBIT "B" (Continued)

<u>Unit No.</u>	<u>Building No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
241	43	47	.5742%
242	"	"	"
243	"	"	"
244	"	"	"
245	"	"	"
246	"	"	"
247	"	"	"
248	"	"	"
249	44	"	"
250	"	"	"
251	"	"	"
252	"	"	"
253	"	"	"
254	"	"	"
255	"	"	"
256	"	"	"

100%

CONSENT OF MORTGAGEE

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION (the Mortgagee), a Corporation of the United States, hereby consents to the recordation by Prowswood, Inc., of the "Supplementary Declaration of, and Amendment to, "Enabling Declaration of Fairmeadows Phase No. I, a Prowswood Community Condominium" and the related Phase 2 Map in the Official Records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer.

DATED this 13th day of June, 1979.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION

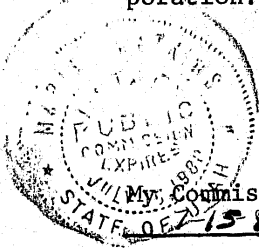
By Stephen P. Terry
Stephen P. Terry
Its Senior Vice President

ATTEST:

John B. Anderson
Secretary

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

On this 13th day of June, 1979, personally appeared before me STEPHEN P. TERRY and JOHN B. ANDERSON, who being by me duly sworn, did say that they are the Senior Vice President and Secretary, respectively, of Prudential Federal Savings & Loan Association, a corporation of the United States, and that the foregoing instrument was signed by them in behalf of said Corporation by authority of a resolution of its Board of Directors and they each duly acknowledged to me that the said Corporation executed the same and that the seal affixed is the seal of said Corporation.



M. Hathkins
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires: 02-15-80

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