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RECORDER, SALT LAKE COUNTY, UTAH
WALTER J PLUMB III
REC BY: D DANGERFIELD , DEPUTY

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SUGARPLUM MEADOWS AN EXPANDABLE
PLANNED UNIT DEVELOPMENT

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Sugarplum Meadows An Expandable Planned Unit Development ("First Amended Declarations") is executed pursuant to Article XIII of the original Declaration this 1st day of June, 1989, by SUGARPLUM MEADOWS ASSOCIATES, a Utah Limited Partnership, by Madison Company, General Partner ("Declarant").

RECITALS

A. The Declarant has heretofore filed for record on September 21, 1988, a Declaration of Covenants, Conditions and Restrictions of Sugarplum Meadows An Expandable Planned Unit Development ("Declaration") with the Salt Lake County Recorder, as Entry No. 4678093, Book No. 6065, Pages 2331-2379, and a Record of Survey Map ("Map"), as Entry No. 4678092, Book 88-9 of Plats, Page 98, which Declaration and Map were ratified by Declarant on June 1, 1989, by a written Ratification of Declaration of Covenants, Conditions and Restrictions.

B. As of the date of this First Amended Declaration, Declarant is the sole owner of the Project. Pursuant to the provisions of Article 13.1 of the Declaration, Declarant desires to amend the Declaration to grant non-exclusive easements for ingress and egress over the Project and the right to connect to utilities on the Project to other land or real property to be acquired by Declarant, and to make other changes in the Declaration.

DECLARATION

1. The definitions contained in the Declaration are hereby incorporated by reference and made a part hereof.

2. Declarant is in the process of acquiring certain land or real property located east of the Project, more particularly described on Exhibit "A" attached hereto (the "Property").

3. Declarant hereby creates, grants and conveys, for the exclusive use and benefit of the Property, a non-exclusive

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easement for ingress and egress over and across all sidewalks and roads located on the Common Areas of the Project and reflected on the Map for the Project and any amendments thereto, together with a non-exclusive easement for ingress and egress over and across Building Sites 111 & 112. Provided, however, that owners of the Property shall be liable for their pro rata share of maintenance, repair and snow removal expenses incurred in maintaining such roads and sidewalks, the pro rata share to be based on the ratio to which the number of Dwellings on the Property bears to the number of Dwellings in the Project.

Together with the non-exclusive right to connect to and use the water lines, power supply, gas lines, telephone system, cable television and any other utilities located within the Project, for the exclusive use and benefit of the Property. Provided, however, that the connection to existing utilities by owners of the Property shall be at their own cost, and at no cost to the Association or any individual Owners in the Project, nor shall any such connection to utilities adversely affect the delivery of utility service to Building Sites and Dwellings in the Project.

Together with the non-exclusive right to enter upon roadways, sidewalks, Common Areas, Building Sites or other portions of the Project, at reasonable times and after reasonable notice, for the sole purpose of connecting to, repairing or maintaining such utility connections, pipes, wires and other appurtenances thereto.

Provided that the above easement rights and right to connect to utilities shall be granted only in the event the Property is purchased by the Declarant or its assigns. In the event the Declarant does not acquire the Property within four years from date of this First Amended Declaration, the easement rights and right to connect to utilities herein created shall be void and of no further effect. Declarant may at any time, however, extinguish, relinquish or revoke the above easement rights and right to connect to utilities by amending the Declaration and Map pursuant to Declarant's power to alter the boundaries of unsold Building Sites contained in Articles XII and XIII of the Declaration, without the consent of Owners of Building Sites or Dwellings. There shall not be constructed more than four (4) residential Dwellings on the Property, and not more than nineteen (19) residential Dwellings in the Project and on the Property combined.

The above easement rights and right to connect to utilities shall not be altered, amended or revoked by the Association or the Owners, without the written consent of the Declarant. The Declarant shall have the power and authority to memorialize or grant by deed the above easements and rights, and each Owner, by the acceptance of a deed to a Building Site or Dwelling in the

FOREST SERVICE PROPERTY LEGAL DESCRIPTION

(SOUTH SIDE OF LITTLE COTTONWOOD CREEK)

BEGINNING AT CORNER NO. 2 OF THE HELLGATE MINING LODE CLAIM SURVEY NO. 5282, SAID POINT BEING LOCATED N 67°08'19" E 1484.27 FEET FROM A 2" STEEL PIPE BEING CORNER NO. 2 OF THE BLACKJACK MINING LODE CLAIM SURVEY NO. 5288 SAID CORNER NO 2 BEING S 32°13'19" W 3377.23 FEET MORE OR LESS FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE FROM THE TRUE POINT OF BEGINNING, N 15°52'00" W 240.00 FEET MORE OR LESS TO THE CENTERLINE OF LITTLE COTTONWOOD CREEK, THENCE ALONG SAID CENTERLINE OF CREEK S 72°05'32" E 212.81 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE GIBBS TRACT OF LAND, (BOOK 5347, PAGE 1249, SALT LAKE COUNTY RECORDERS OFFICE), THENCE ALONG GIBBS WEST LINE S 24°47'00" E 215.00 FEET MORE OR LESS TO THE NORTH LINE OF THE HELLGATE BYPASS ROAD, THENCE ALONG SAID NORTH LINE S 78°38'40" W 534.295 FEET TO THE SOUTH LINE OF SUGARPLUM MEADOWS, THENCE ALONG SAID SOUTH LINE N 65°32'42" E 326.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,793 sq. ft. or 1.42 acres