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19 JANUARY 94 10:34 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
REC BY: REBECCA GRAY , DEPUTY

FIRST AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COTTONWOOD COVE AT TANNER LANE  
AND OWNER'S SUBMISSION

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Cottonwood Cove at Tanner Lane and Owner's Submission is made and executed this 9<sup>th</sup> day of SEPTEMBER, 1993, by Cottonwood Cove at Tanner Lane Owners Association (the "Association") and by Gary S. Anderson (the "Owner"), with reference to the following:

Recitals of Fact:

A. On or about April 23, 1992, a certain "Declaration of Covenants, Conditions and Restrictions for Cottonwood Cove at Tanner Lane" (hereinafter the "Declaration") was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5241890, in Book 6445, Page 2642. On or about April 23, 1992, a certain subdivision plat entitled "Cottonwood Cove at Tanner Lane" (hereinafter the "Subdivision Plat") was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5241889, in Plat Book 92-4, Page 81.

B. As originally recorded, the Declaration and Subdivision Plat affected certain real property (hereinafter the "Original Property") in Salt Lake County, Utah, more particularly described on Exhibit "A" attached to the Declaration, and created a residential subdivision on said Original Property.

C. The Association is a Utah nonprofit corporation in which the members are all owners of lots in said subdivision. The Association was given certain powers and functions under the terms of the Declaration.

D. Owner is the owner of certain real property (the "Additional Property") adjacent to the Original Property. The Additional Property is more particularly described on Exhibit 1 attached hereto and by this reference incorporated herein.

E. By this First Amendment, the Association desires to amend the Declaration so that it includes and covers both the Original Property and the Additional Property, and the Owner desires to submit the Additional Property to the terms, covenants, conditions and restrictions of the Declaration.

Terms and Conditions:

NOW, THEREFORE, for the sum of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Owner agree as follows:

1. Amendment of Declaration. The Declaration is hereby amended by substituting the exhibit attached hereto as Exhibit "A" for the

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exhibit attached as Exhibit "A" to the Declaration. It is the intent of the undersigned that the provisions of the Declaration apply to both the Original Property and the Additional Property as "Covered Property" (as that term is defined in the Declaration).

2. Subdivision Plat to be Recorded. Owner will record, or cause to be recorded, a Subdivision Plat depicting the Additional Property and showing the boundaries and location of the Lots and Common Areas (if any) on the Additional Property.

3. Date of Commencement of Regular Assessments. Regular Assessments on each Lot located on the Additional Property will not commence until the Lot has been improved with a home and sold to a third party who intends to occupy or rent the Lot and home.

4. Certification of Approval by Members. By signing this First Amendment, the President and Secretary of the Association certify that the amendments to the Declaration described herein have been approved by the affirmative written assent or vote of not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Members of the Association, as required by Section 5 of Article XVII of the Declaration.

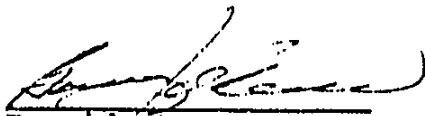
5. Submission of Additional Property to Provisions of Declaration by Owner. By signing this First Amendment, the Owner submits the Additional Property to all of the provisions, covenants, conditions and restrictions of the Declaration and agrees that the Additional Property will constitute part of the Covered Property under the Declaration.

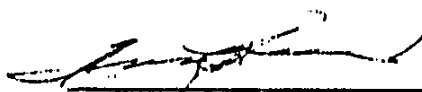
6. Continued Efficacy of Declaration; Defined Terms. Except as expressly modified herein, the Declaration shall continue in full force and effect in accordance with its original terms. Except as otherwise expressly defined herein, all terms defined in Article I of the Declaration will have the same meanings in this First Amendment as in the Declaration.

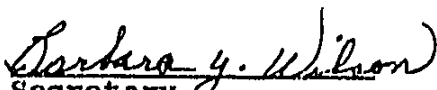
IN WITNESS WHEREOF, the undersigned have signed and delivered this First Amendment as of the day and year first above written.

COTTONWOOD COVE AT TANNER LANE  
OWNERS ASSOCIATION:

OWNER:

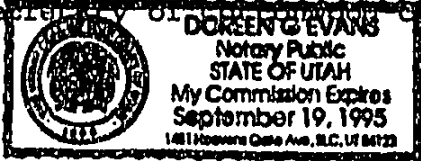
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Gary S. Anderson

  
\_\_\_\_\_  
Secretary

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Cottonwood Cove at Tanner Lane was acknowledged before me this 9th day of September, 1993, by Gary S. Anderson, the President of Cottonwood Cove at Tanner Lane Owners Association, and by Barbara J. Wilson, the Secretary of Cottonwood Cove at Tanner Lane Owners Association



Doreen G. Evans  
Notary Public

My commission expires:

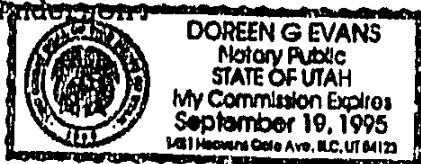
Sept. 19, 1995

Residing at:

Salt Lake County

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Cottonwood Cove at Tanner Lane was acknowledged before me this 9th day of September, 1993, by Gary S.



Doreen G. Evans  
Notary Public

My commission expires:

Sept. 19, 1995

Residing at:

Salt Lake County

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EXHIBIT 1

Legal Description of Additional Property

Beginning at a point which is West 1980 feet, more or less, and North 112.2 feet, more or less, from the East quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 638.0 feet, more or less; thence East 110.0 feet; thence South  $0^{\circ}07'47''$  West 458.415 feet; thence South  $0^{\circ}21'10''$  East 141.71 feet; thence South  $69^{\circ}20'01''$  West 118.00 feet to the point of beginning.

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EXHIBIT "A"

Legal Description of Covered Property

PARCEL 1: Beginning at a point located North  $0^{\circ}07'45''$  East 1244.47 feet and North  $89^{\circ}57'30''$  West 1650.33 feet from the East quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $0^{\circ}07'45''$  West 998.726 feet; thence South  $68^{\circ}52'10''$  West 236.259 feet; thence North  $0^{\circ}21'10''$  West 141.710 feet; thence North  $0^{\circ}07'47''$  East 458.415 feet; thence West 90.00 feet; thence North 484.00 feet; thence South  $89^{\circ}57'30''$  East 312.460 feet to the point of beginning.

PARCEL 2: Beginning at a point which is West 1980 feet, more or less, and North 112.2 feet, more or less, from the East quarter corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 638.0 feet, more or less; thence East 110.0 feet; thence South  $0^{\circ}07'47''$  West 458.415 feet; thence South  $0^{\circ}21'10''$  East 141.71 feet; thence South  $69^{\circ}20'01''$  West 118.00 feet to the point of beginning.

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