

ODD Properties, L. L. C.  
P. O. Box 361  
Garden City, UT 84028

**FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS,  
and RESTRICTIONS**

**OF**

**THE COTTAGES AT BLUE WATER PHASE 1**

(ANNEXATION OF PHASE 2)

This First Supplementary Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "First Supplementary Declaration," is made and executed this 9<sup>th</sup> day of February, 2005 by ODD Properties, L. L. C., a Utah Limited Liability Company, hereinafter referred to as the "Declarant"

**RECITALS**

A. Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions of the Cottages at Blue Water Resort Phase 1, herein after referred to as the "Declaration," and recorded on May 16, 2003 as filing number #61237 at Book R9 Page 282 of the records of the Rich County Recorders Office;

B. Description of Land. The Declarant is the record title owner of the following described parcel of land, referred to hereinafter as the "Phase 2 Land," which is located in Garden City, Rich County, State of Utah, to wit:

(see Exhibit "E").

C. Buildings and Improvements. The Declarant has constructed or will construct on the Phase 2 Land certain buildings and other improvements as shown more specifically on the Record of Survey Map of the Cottages at Blue Water Phase 2, as defined below;

D. Record of Survey Map. The Declarant shall execute and record in the office of the Rich County Recorder concurrently with the recording of this First Supplementary Declaration, as defined below, an instrument entitled the "Record of Survey Map of the Cottages at Blue Water Phase 2, a Utah Planned Unit Development;

Recorded FEB 16 2005 Filing No. 65292  
At 4:14 ~~PM~~ PM in Book 29 Page 1417  
Fee 23<sup>00</sup> Debra L. Ames Rich County Recorder  
Requested by Town of Garden City

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**1417**

E. Intent and Purpose. Declarant, by recording this First Supplementary Declaration and the Record of Survey Map as required by statute, intends to submit the land, buildings and other improvements presently existing or to be constructed upon the Phase 2 Land to the provisions of the original Declaration of Covenants, Conditions, and Restrictions of the Cottages at Blue Water Phase 1, and to impose upon said Phase 2 Land mutually beneficial covenants, conditions and restrictions pursuant to a general plan of improvement for the benefit of all Units in the Project as well as the Owners thereof;

NOW THEREFOR, pursuant to the foregoing and Article XI of Declaration of Covenants, Conditions, and restrictions of The Cottages At Blue Water Resort Phase 1, Declarant hereby makes the following Declaration:

## **ARTICLE I**

### **ANNEXATION OF PHASE 2**

1.01 Declarant hereby declares that in accordance with Section XI of the Declaration of Covenants, Conditions, and Restrictions of The Cottages At Blue Water Resort Phase 1, that the Property to be annexed, the Phase 2 Land ( Exhibit "E"), become subject to the Declaration of Covenants, Conditions, and Restrictions of The Cottages At Blue Water Resort Phase 1. Upon recordation of this First Supplementary Declaration, it shall constitute and effectuate the annexation of the Phase 2 Land, making it subject to the functions, powers and jurisdiction of the Declaration and of the Cottages at Blue Water Owners Association. Once this First Supplementary Declaration is recorded and thereafter, all owners of lots or interests in the Phase 2 Land shall automatically become Members of the Cottages at Blue Water Owners Association.

1.02 Declarant reserves the right to annex more property, subjecting it to the functions, powers and jurisdiction of the Declaration and of the Cottages at Blue Water Owners Association.

## **ARTICLE II**

### **AMENDMENT OF UNDIVIDED INTEREST IN COMMON AREAS**

2.01 Ownership of Common Area. The undivided interest in the Common Areas appurtenant to each Residential Unit in the Project shall be as set forth in Exhibit "A AMENDED" attached hereto. The percentages appurtenant to each Unit as shown in said Exhibit "A AMENDED" shall have a permanent character and shall not be altered (a) except with the unanimous written consent of all Owners expressed in an amendment to the Declaration duly recorded, or (b) except to the extent necessary to allow for the

expansion or phasing of the project as provided in Article XI of the Declaration. Except as otherwise provided in the Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of the other Owners and is not contrary to any rules and regulations promulgated by the Association. All of the Common Areas of both Phase 1 and Phase 2 are subject uniformly to this provision. An Owner in either Phase has an undivided interest in all of the Common Areas of both Phases as set forth in Exhibit "A AMENDED".

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this First Supplementary Declaration the day and year first above written.

**DECLARANT: ODD PROPERTIES, L.L.C.**

By: *A. Ray Elliott*  
A. Ray Elliott, manager

ATTEST:

By: \_\_\_\_\_

**LIMITED LIABILITY ACKNOWLEDGMENT**

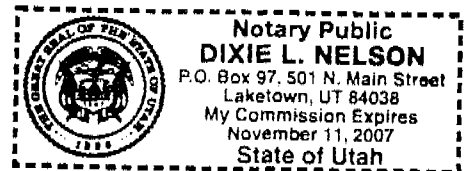
STATE OF UTAH)  
)ss.  
County of Rich )

On the 9 day of February, A.D. 2005, personally appeared before me,

A. Ray Elliott, who, being by me duly sworn, did say, each for himself, that he is the member/manager of ODD PROPERTIES, L.L.C., a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Co. by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Residing in: Laketown, Utah  
Commission expires:  
11-11-2007

*Dixie L. Nelson*  
Notary Public



**EXHIBIT "A AMENDED"**

**TO**

**FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS,  
and RESTRICTIONS**

**OF**

**THE COTTAGES AT BLUE WATER PHASE 1**

(ANNEXATION OF PHASE 2)

<u>Units No.</u>	<u>Undivided Ownership Interest In Common Area Percentage</u>	<u>Votes</u>
1	1.852	1.852
2	1.852	1.852
3	1.852	1.852
4	1.852	1.852
5	1.852	1.852
6	1.852	1.852
7	1.852	1.852
8	1.852	1.852
9	1.852	1.852
10	1.852	1.852
11	1.852	1.852
12	1.852	1.852
13	1.852	1.852
14	1.852	1.852
15	1.852	1.852
16	1.852	1.852
17	1.852	1.852
18	1.852	1.852
19	1.852	1.852
20	1.852	1.852
21	1.852	1.852
22	1.852	1.852
23	1.852	1.852
24	1.852	1.852
25	1.852	1.852
26	1.852	1.852
27	1.852	1.852

<u>Units No.</u>	<u>Area Percentage</u>	<u>Votes</u>
28	1.852	1.852
29	1.852	1.852
30	1.852	1.852
31	1.852	1.852
32	1.852	1.852
33	1.852	1.852
33	1.852	1.852
34	1.852	1.852
35	1.852	1.852
36	1.852	1.852
37	1.852	1.852
38	1.852	1.852
39	1.852	1.852
40	1.852	1.852
41	1.852	1.852
42	1.852	1.852
43	1.852	1.852
44	1.852	1.852
45	1.852	1.852
46	1.852	1.852
47	1.852	1.852
48	1.852	1.852
49	1.852	1.852
50	1.852	1.852
51	1.852	1.852
52	1.852	1.852
53	1.852	1.852
54	1.852	1.852
Total Votes of the Association		100

# EXHIBIT "E"

TO

**FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS,  
and RESTRICTIONS**

OF

**THE COTTAGES AT BLUE WATER PHASE 1**

Legal Description

PHASE 2

AS SURVEYED LEGAL DESCRIPTION

A PARCEL OF GROUND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST, OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT FOUND AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°20'35" EAST ALONG THE SOUTH LINE OF SAID SECTION AS CURRENTLY MONUMENTED 2640.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 89°20'35" EAST ALONG SAID SOUTH SECTION LINE 357.72 FEET; THENCE LEAVING SAID SECTION LINE NORTH 00°39'25" EAST 1,618.90 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 30 AND THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A CURVE OF WHICH THE RADIUS POINT LIES NORTH 54°04'07" EAST 1,096.28 FEET; AND RUNNING THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES, 1) 321.50 FEET ALONG THE ARC OF A 1,096.28 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°48'10" AND A LONG CHORD THAT BEARS SOUTH 44°19'58" EAST 320.35 FEET; 2) THENCE SOUTH 53°34'47" EAST 48.55 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES NORTH 34°46'01" EAST 3,616.33 FEET; 3) THENCE SOUTHEASTERLY 122.78 FEET ALONG THE ARC OF A 3,616.33 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°56'43" AND A LONG CHORD THAT BEARS SOUTH 56°12'20" EAST 122.77 FEET; THENCE NORTH 25°32'34" EAST 166.73 FEET; THENCE SOUTH 64°27'26" EAST 9.73 FEET; THENCE NORTH 25°32'34" EAST 75.34 FEET; THENCE NORTH 41°18'19" EAST 87.64.00 FEET; THENCE NORTH 77°32'44" EAST 15.22 FEET; THENCE NORTH 41°18'19" EAST 65.00 FEET; THENCE NORTH 48°41'41" WEST 28.63 FEET; THENCE NORTHWESTERLY 7.21 FEET ALONG THE ARC OF A 278.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°29'11" AND A LONG CHORD THAT BEARS NORTH 49°26'17" WEST 7.21 FEET; THENCE NORTH 39°49'08" EAST 341.27 FEET; THENCE NORTH 54°25'30" WEST 425.52 FEET; THENCE SOUTH 46°41'38" WEST 270.14 FEET; THENCE NORTH 43°18'22" WEST 5.99 FEET; THENCE SOUTH 46°41'38" WEST 71.91 FEET; THENCE SOUTH 75°47'30" WEST 92.22 FEET; THENCE SOUTH 14°12'30" EAST 51.33 FEET; THENCE SOUTH 03°04'02" WEST 191.25 FEET; THENCE SOUTH 65°19'09" WEST 109.11 FEET TO THE POINT OF BEGINNING. CONTAINING 7.82 ACRES, MORE OR LESS.