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07/08/99 10:39 AM 313.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WATT HOMES  
3653 W 1987 S BLDG 7  
SLC UT 84104  
REC BY:Z JOHANSON DEPUTY - WI

**WHEN RECORDED, PLEASE MAIL TO:**

W.L. Homes, dba Watt Homes, Utah Division  
c/o William R. Richardson  
3653 West 1987 South  
Building 7  
Salt Lake City, Utah 84104

7407092

**SECOND AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE ESTATES AT ROSE CREEK**

**July 1, 1999**

NOTE: Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Declaration.

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Estates at Rose Creek, dated August 28, 1997 (the "Declaration"), has been executed by Watt Residential Partners, a California Partnership, d.b.a. Watt Homes, Utah Division (the "Grantor"), and duly recorded by Grantor in the office of the Salt Lake County Recorder, State of Utah, on August 29, 1997, as Entry No. 6727909, in Book 7746, at Page 2241 of Records; which Declaration has been amended pursuant to that certain First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated August 7, 1998 (the "First Amendment"), duly recorded in the office of the Salt Lake County Recorder, State of Utah, on August 12, 1998, as Entry No. 7054218, in Book 8062, at Page 2101 of Records;

AND, WHEREAS, the real property more particularly described in the Declaration and the First Amendment (the "Property"), is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes as set forth therein, to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality;

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AND, WHEREAS, Section 11.01 of the Declaration expressly provides that:

Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Grantor may deem appropriate, and the Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

AND, WHEREAS, W.L. Homes, L.L.C., a Delaware Limited Liability Company, d.b.a. Watt Homes, Utah Division, as the legal successor-in-interest to Watt Residential Partners, a California General Partnership, d.b.a. Watt Homes, Utah Division, at this time desires to annex and bring additional property owned by W.L. Homes, L.L.C. (the "Annexation Property"), within the provisions of the Declaration, which Annexation Property is situated immediately adjacent to the Property in Salt Lake County, State of Utah, and is more particularly described as follows:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SECTION LINE S. 89°43'46" E. 680.324 FEET TO THE COMMON BOUNDARY LINE OF THE ESTATES OF ROSE CREEK, PLAT 2 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER,

AND RUNNING THENCE ALONG SAID LINE THE FOLLOWING 6 COURSES, S. 00°16'14" W. 476.356 FEET; THENCE S. 03°38'16" W. 243.234 FEET; THENCE S. 02°13'44" E. 73.502 FEET; THENCE S. 06°05'56" W. 289.804 FEET; THENCE S. 05°29'12" W. 135.326 FEET; THENCE S. 34°29'26" E. 76.518 FEET; THENCE DEPARTING FROM SAID BOUNDARY LINE N. 75°06'56" W. 149.670 FEET; THENCE N. 89°23'04" W. 601.486 FEET; THENCE N. 79°53'42" W. 136.424 FEET; THENCE N. 67°19'24" W. 56.707 FEET; THENCE N. 55°49'57" W. 64.483 FEET; THENCE N. 45°28'07" W. 80.603 FEET; THENCE N. 47°26'00" W. 83.855 FEET; THENCE N. 54°09'16" W. 92.346 FEET; THENCE N. 62°49'00" W. 81.831 FEET; THENCE N. 55°01'47" W. 77.756 FEET TO A POINT ON A 686.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 162.188 FEET (THROUGH A CENTRAL ANGLE OF 13°32'46", BEARING TO CENTER OF CURVE BEARS S. 51°06'30" E.) TO A POINT OF TANGENCY; THENCE N. 64°39'16" W. 188.705 FEET; THENCE N. 31°05'35" E. 46.045 FEET; THENCE N. 79°51'08" W. 59.483 FEET; THENCE WEST 250.000 FEET; THENCE NORTH 66.714 FEET; THENCE WEST 308.816 FEET; THENCE SOUTH 39.617 FEET; THENCE WEST 307.093 FEET; THENCE N. 00°17'44" E. 894.070 FEET TO THE SECTION LINE; THENCE ALONG THE SECTION LINE S. 89°42'16" E. 1804.237 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL PROPERTY LYING WITHIN THE DEDICATED STREETS OF THE ESTATES AT ROSE CREEK PLAT 3; AND LESS AND EXCEPTING LOTS A, B, C, D AND E, THE ESTATES AT ROSE CREEK, PLAT 3.

AND, WHEREAS, the Annexation Property is being developed and platted as a separate and distinct subdivision.

NOW, THEREFORE, pursuant to and in conformance with the provisions of Section 11.01 of the Declaration, the Grantor hereby amends the Declaration and declares that:

1. The Annexation Property as described above, and each lot, tract or parcel thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and in conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes ("Covenants and Restrictions") set

forth in the Declaration, the terms and provisions of which are incorporated herein by this reference as though fully set forth herein.

2. There shall be no additional or different Covenants and Restrictions imposed by this Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and Restrictions set forth in the Declaration be deleted or modified with respect to the Annexation Property.

3. The Owners of Lots within the Annexation Property shall become members of the Association with the same rights, privileges and obligations as all other Members.

4. The annexation of the Annexation Property hereto shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plats for the Property.

5. This amendment to the Declaration is made pursuant to an in conformance with the provisions of Section 11.01 of the Declaration and is expressly excluded from the requirements of Section 12.02 of the Declaration. Except for the amendment provided herein with respect to the annexation of the Annexation Property, the Declaration remains in full force and effect and otherwise operates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF the Grantor has executed this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek as of the date first above written.

GRANTOR:

W.L. HOMES, a Delaware Limited  
Liability Company, d.b.a., Watt Homes,  
Utah Division, as successor-in-interest to Watt  
Watt Residential Partners, a California  
General Partnership, d.b.a. Watt Homes,  
Utah Division

By:

  
William R. Richardson  
Division President

