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8813041

When Recorded Please Return to:  
Rosecrest, Inc.  
Attn: Donald E. Wallace  
2511 S. West Temple  
Salt Lake City, Utah 84115

8813041  
09/12/2003 10:10 AM 23.00  
Book - 8880 Pg - 3218-3222  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROSECREST INC  
2511 S WEST TEMPLE  
SLC UT 84115  
BY: LDT, DEPUTY - MI 5 P.

**Affects Portions of Parcels: 32-11-200-003, 32-12-100-017, 32-12-100-022, 32-12-100-015,  
32-12-100-021, and 32-12-100-016**

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
ROSECREST PLAT K, A PLANNED UNIT DEVELOPMENT**

THIS SUPPLEMENTAL DECLARATION is made and executed this 11th day of September, 2003, by Rosecrest, Inc., a Utah corporation ("Declarant").

**RECITALS**

- A. On July 7, 2000, Declarant recorded the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ROSECREST, A PLANNED UNIT DEVELOPMENT" (hereafter known as "Original Declaration") with the Salt Lake County, Utah recorder as Entry No. 7673672, in Book 8373, at pages 1602-1642.
- B. Under the provisions of the Original Declaration, the Declarant has the right to expand the Project with "Additional Lands", as defined in the Original Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares that the property described in Exhibit "A", attached hereto and made a part hereof by this reference and hereinafter to be incorporated by this reference within the definition of Additional Lands, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens of the Original Declaration, including those hereinafter set forth.

- 1. Declarant proposes to record a plat commonly know as "Rosecrest Plat K" to add Additional Lands to the Original Declaration. The legal description of the Additional Lands covered by the proposed Plat K, is contained in Exhibit "A."
- 2. There are no other amendments, supplements or replacements to the Original Declaration made by this Supplemental Declaration, with the exception of the Additional Lands as described in Exhibit "A".

3. All ownership, sales, transfers, conveyances and occupancies of any portion of the Additional Lands are subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration as amended by this Supplemental Declaration.
4. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ contained within Rosecrest Plat K, a Planned Unit Development, as said Lot is identified in Plat K, recorded in Salt Lake County, Utah on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_ and in the "Declaration of Covenants, Conditions, and Restrictions of Rosecrest, a Planned Unit Development" recorded in Salt Lake County, Utah on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ and in the "Supplemental Declaration of Covenants, Conditions, and Restrictions" recorded in Salt Lake County, Utah on \_\_\_\_\_, 20\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page\_\_\_\_\_.

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions. SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities and private streets in said development.

Whether or not the description employed in any such instrument is in the above-specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the right and easement of use and enjoyment to the Common Areas, shall be separated from the Lot to which they appertain, and even though not specifically mentioned in the instrument of transfer, such nonexclusive right and easement of use and enjoyment to the Common Areas shall automatically accompany the transfer of the Lot to which they relate. Notwithstanding any inference that can be drawn from this Declaration to the contrary, the owner of each Lot shall be responsible for the payment of any and all charges, assessments and fees (including hookup fees) relating to all utilities provided to the Lot, and the Association shall not be liable for any part of such charges, assessments or fees.

5. There are no Common Areas/Facilities or Limited Common Areas/Facilities being created by Rosecrest Plat K, and therefore there is no portion of the Additional Lands (commonly known as Rosecrest Plat K) being conveyed to the Association. As such

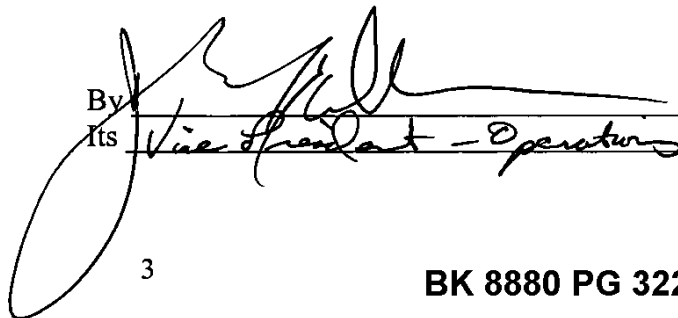
there are no Common Areas/Facilities or Limited Common Areas/Facilities to be maintained by the Association or by individual Lot owners.

6. All Additional Lands under this Supplemental Declaration are either privately owned subdivision lots or are publicly dedicated easements and rights-of-way for public streets and utility corridors as shall be identified on the official recorded plat.
7. All of the rights of Declarant under this Supplemental Declaration may be assigned, transferred, or encumbered either by operation of law or through a voluntary conveyance, transfer, encumbrance, or assignment.
8. This Supplemental Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot or in the Common Areas (as such terms are defined in the Original Declaration and herein used), and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit (as such terms are defined in the Original Declaration and herein used) shall comply with, and all interests in all Lots and in the Common Areas shall be subject to, the terms of this Supplemental Declaration and the provisions of any rules, regulations, agreements, instruments, amendments, and determinations contemplated by this declaration and the provisions of any rules, regulations, agreements, instruments, amendments, an determinations contemplated by this Supplemental Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Supplemental Declaration.
9. This Supplemental Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

EXECUTED by Declarant on this 11<sup>th</sup> day of September, 2003.

ROSECREST, INC., a Utah corporation

By  
Its

  
Vice President - Operations

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 11<sup>th</sup> day of September, 2003, personally appeared before me  
Donald E. Wallace, the signer of the foregoing instrument who duly  
acknowledged to me that he is the Vice President of Operations of Rosecrest, Inc., a Utah  
corporation, and that the foregoing instrument was signed in behalf of said company.



My Commission Expires:  
August 19, 2006

Gloria H. Smith  
NOTARY PUBLIC

Residing at:  
Salt Lake City

## ***Exhibit "A"***

### **Overall Boundary Description**

Commencing at the Southeast corner of Section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°26'59" East for 730.815 feet; thence North 89°33'01" East for 42.175 feet the POINT OF BEGINNING. Said point also being a point on the East line of Rosecrest 2H - Phase 2 Subdivision as recorded in the Salt Lake County Records Office. Thence along said subdivision North 35°28'37" East for 96.143 feet; thence with a curve to the right having a radius of 470.000 feet, a central angle of 17°52'02" (chord bearing and distance of North 44°24'38" East for 145.973 feet) and for an arc distance of 146.566 feet; thence North 53°20'39" East for 31.066 feet; thence leaving said subdivision and commencing along the South right-of-way line of Rosecrest Road with a curve to the right having a radius of 25.000 feet, a central angle of 87°46'46" (chord bearing and distance of South 82°45'57" East for 34.663 feet; thence with a reverse curve to the left having a radius of 1395.000 feet, a central angle of 35°55'35" (chord bearing and distance of South 56°50'20" East for 860.451 feet) and for an arc distance of 874.710 feet; thence leaving said right-of-way South 74°48'07" East for 277.990 feet; thence South 15°11'53" West for 130.000 feet; thence South 20°27'20" West for 50.211 feet; thence South 15°11'53" West for 236.772 feet; thence South 16°21'39" West for 73.908 feet; thence South 21°12'52" West for 75.139 feet; thence South 26°39'00" West for 75.143 feet; thence South 32°01'06" West for 75.143 feet; thence South 41°11'29" West for 75.075 feet; thence South 42°01'53" West for 84.608 feet; thence with a non-tangent curve to the left having a radius of 975.000 feet, a central angle of 03°09'42" (chord bearing and distance of South 49°30'43" East for 53.793 feet) and for an arc distance of 53.800 feet; thence South 38°54'26" West for 216.337 feet; thence South 32°37'10" West for 201.000 feet; thence with a non-tangent curve to the right having a radius of 1033.000 feet, a central angle of 36°48'39" (chord bearing and distance of North 38°58'31" West for 652.314 feet) and for an arc distance of 663.669 feet; thence with a reverse curve to the left having a radius of 25.000 feet, a central angle of 87°17'29" (chord bearing and distance of North 64°12'56" West for 34.510 feet) and for an arc distance of 38.088 feet; thence North 20°44'06" West for 50.063 feet; thence with a non-tangent curve to the left having a radius of 25.000 feet, a central angle of 93°02'33" (chord bearing and distance of North 25°37'03" East for 36.282 feet; thence with a reverse curve to the left having a radius of 967.000 feet, a central angle of 33°37'10" (chord bearing and distance of North 37°42'48" West for 559.303 feet; thence North 54°31'24" West for 145.000 feet to the Southeast corner of said Rosecrest 2H - Phase 2 Subdivision; thence along the East line of said subdivision North 35°28'37" East for 66.000 feet; thence with a non-tangent curve to the right having a radius of 25.000 feet, a central angle of 90°00'00" (chord bearing and distance of North 09°31'23" West for 35.355 feet) and for an arc distance of 39.270 feet; thence North 35°28'37" East for 64.360 feet; thence South 54°31'23" East for 110.000 feet; thence North 35°28'37" East for 297.439 feet; thence North 54°31'23" West for 110.000 feet to the POINT OF BEGINNING.