# WHEN RECORDED REFURN

Thomas A. Ellison, Esq. STOEL RIVES LEP One Utah Center 201 South Main Street, #1100 Salt (Cake City, Utah 84111

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REQUEST: FIRST AMERICAN TITLE CO-UTAH

# FIRST AMENDMENT (TO) MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made and executed as of , 2002, BOYER SPRING CREEK, L.C., a Utah limited this you day of April liability company, BOYER KIMBAUL FUNCTION, L.C., a Utah limited liability company, SOD-EQUIMARK, L.L.C., a Utah limited liability company, and FOX POINT AFFORDABLE HOUSING, L.C., a Utah limited Hability company (collectively, the "Owners").

## RECITALS

- The Owners own all of that certain real property located in Summit County, Utah, as more partigularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"
- The Property is subject to that certain Master Declaration of Covenants, Conditions and Restrictions, dated as of February 2, 2001 (the "Master Declaration"), which is recorded in the land records of Summit County, Utah at Book 3352, Pages 608-631. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Master Declaration.
- The Owners desire to amend the Master Declaration to accommodate the final design and construction of certain buildings and improvements within the Property and the Mortgagees listed on the attached Consent are willing to consent to such amendments. In accordance with Section 8.4 of the Master Declaration, the Owners have agreed and the Mortgagees have consented to amend the Master Declaration as provided by the terms of this First Amendment.

### AMENDMEN]

The Owners agree that the Master Declaration is hereby amended as follows:

1. A Exhibit "B" to the Master Declaration, containing a preliminary development plat for the Property, is hereby deleted in its entirety and replaced by the new Exhibit "B" attached hereto and made a part hereof and which contains a revised development plat for the Property.

- Mueithgleil Golda Section 7.1 of the Master Declaration is hereby amended by adding the following sections thereto immediately following Section 7.1.3: (0)
  - "Section 7.1.4 To the Owners of the Commercial Parcels, to the extent Jany portion of a Commercial Building situated on such parcel, including without limitation any foundation, footing, structural wall or other structural element supporting such building, encroaches upon an adjacent parcel, an exclusive easement for such encroachment to a distance of not more than five (5) feet beyond the common boundary of the two parcels; provided, that such easement shall be limited to encroachments upon Commercial or Residential Roadways and Common Areas.
  - Section 7.1.5 To the Owners of the Commercial Parcels, a perpetual nonexclusive easement upon, under and across cost thereto, for the purpose of construction, inspection, maintenance and repair of buildings and improvements upon the Commercial Parcels, including without limitation any foundations, footings or other structural elements encroaching upon an adjacent parcel as permitted pursuant to Section 7.1.4 above, the location of such easement being contiguous with the Commercial Parcels and extending a distance of fifteen (15) feet within each adjacent parcel; provided, that use of such easement shall not unreasonably interfere with the use of or any improvements on the burdened parcel and except in case of emergency shall not be used without Treasonable advance notice.

# Miscellaneous.

- (a) This First Amendment shall be governed by without giving effect to any choice of law provisions thereof. This First Amendment shall be governed by the laws of the State of Utah,
  - The Owners hereby submit to the exclusive jurisdiction and venue of any (b) court within Salt Lake City, Utah in connection with any matter arising out of this First Amendment.
  - This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document
  - All of the provisions of this First Amendment shall be effective as of the erpart of this First Amendment is filed for record in the office of the ummit County, Utah. (d) date on which a counterpart of this First Amendment is filed for record in the office of the County Recorder of Summit County, Utah.

BK1498 PC0438

	IN WITNESS WHEREOF, the day and year	) COBA		
	IN WITNESS WHEREOF, the duly executed as of the day and year	ne parties hereto have cau	sed this First Amendment to b	
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	OWNERS:	COBI		
	BOYER SPRING CREEK, L.C., at limited liability company, by its		ABALL JUNCTION, L.C., a Cability company, by its Manag	
1)(U)	THE BOYER COMPANY, L.C., a Ulimited liability company		R COMPANY, L.C., a Utah	<b>&gt;</b>
	By: Name: Steven B. O5 Title: manager	By:	Steven B. OS+Li wiemager	
	SGD-EQUIMARK, L.L.C. (a) (b) ah l liability company	V   V	AFFORDABLE HOUSING	
Mor	By: Name: MARK B. MILLI Title: Manage	Name:	CROID P. BUR	- <u>π</u> νν 
∆ <sup>Q</sup> ∧1				
NW EFF	STATE OF UTAH	: ss.		
	The foregoing instrument was 2002 by Steven B. Astlers.	s acknowledged before m	e this // day of <u>Caril</u> f The Boyer Company, as man	
	of Boyer Spring Creek, L.C., a Utah	limited liability company	Company, as man	
NW (27)	The foregoing instrument was 2002 by Seren B. Astless of Boyer Spring Creek, L.C., a Utah	Notary Pu	ern L. Clari	ager
	Salt Lake City, Utah 84102 My Commission Expires Aug. 1, 2004 State of Utah	6081	BK1498 PG <b>0</b> 4	
No A	Salt Lake City, Utah 84102 My Commission Expires Aug. 1, 2004 State of Utah	· A	BK1498 PG <b>0</b> 4	
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	STATE OF UTAH				
0100 <sub>00</sub> ,	COUNTY OF SALVE	AKE )	-+1	.,	
	2002 by Steven	B. Ostler ans	dged before me this <u>II</u> day of The Itah limited liability compa	cof <u>(pr.)</u> , the Boyer Company, thy	, cot 1
(1/10 (A)		NOTARY PUBLIC BARBARA L. CLARY 127 South 500 East #100 salf Lake City, Utah 84102 ommission Expires Aug. 1, 2004 State of Utah	Backaru S Notary Public	f. Classic	
2)	STATE OF UTAH  COUNTY OF SALT L  The foregoing in	800	dged before me this day	of April .	( COB 1
	2002 by Mark 13 a	Millber Manage	of SGD-Equim	ark, L.L.C., a Utah	
	Set Lain City, My Comming. October 3	Unit at 11 your property of the house of the	Notary Public		.N & 95 5
010 Etg	STATE OF UTAH  COUNTY OF SALT L  The foregoing 1	: ss.  AKE )  nstrument was acknowle	dged before me this <u>II</u> day of Fox Point Notary Public	of Adria	
	2002 by Craig P ? L.L.C., a Utah I mited	iability company.	of Fox Point	Affordable Housing,	, cop 1
NO A	State of	Jish			
	SaltLake-149561.1 0026790-0096		4 UM (49)	BK1498 PC0440	, cop1
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Divi	SaltLake-149561.1 0026790-0000		4 1/10		

CONSENT

CONSENT

The undersigned Mortgagees, each with an interest in some part of the Property in the "A" attached hereto, hereby consent to the foregoing First Amendment to Master. Exhibit "A" attached hereto, hereby consent to the foregoing First Amendment to Master Declaration Covenants, Conditions and Restrictions.

NW H	MORTGAGEES:			
	WELLS FARGO REAL ES	TATE GROUP (	SGD INVESTMENTS, INC	1
	Name: Ted Bodnar Title: Senior Vice Pre	side it	Name: Sec	ANKS CATION
NO HY	Dated: 4/29/02		Dated: 11-04-0 z	
	1	KO T	ged before this day of	To Real Estate
(LEN	STATE OF UTAH  COUNTY OF SALT LAKE  The foregoing instruction of the same of t	nent was acknowleds	ged before me this day of	
OW OFF.	Group.		or wells rarg	Ma
			Notary Public	J
	The foregoing instrum 2002 by Jane	: ss.	Notary Public  ged before me this 4 day of	
01.00°),	The foregoing instrument of the foregoing instrument of the second control of the second		-	Inc.
		CONT.	Notary Public	lebraska N. J. 2003
	Elon.		GENERAL NOTARY-State of P LISA G. HANSE My Comm. Exp. Dec. 30	lebraska N. 2003
1	SaltLake-149561.1 0026790-00002	5		BK1498 RG0441

of California

County of Placer

On April 20
odna instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. within upon behalf of which witness my hand and official seal. Jimolificallo Jime Umonthical colors Unio Africated Colory Unofficial Copy . Unothetal Copy Umorrale de la color de la col

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PARCEL 1:

EXHIBIT "A" CAN CONTROL OF THE CONTR BEGINNING at a point on the East line of Lot 7, THE VILLAGE AT KIMBALL JUNCTION, a subdivision in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being North 0°16'14" West 1238 18 feet from the Southeast corner of said Lot 7; thence North 0°16'14" West 826.38 feet; thence South 89°43'46" West 304.84 feet; thence South 0°16'14" East 40.00 feet; thence South 89°43'46" West 70.00 feet; thence North 0916'14" West 40.00 feet; thence South 89°43'46" West 740.33 feet; thence South 0°27'00" West 15.00 feet; thence North 89°33'00" West 165 00 feet; thence South 0°2700" West 234.33 feet; thence South 89°33'00" East 185.91 (feet; thence South 31°2502" West 185.66 feet; thence South 58°34'58" East 191.38 feet; thence South 31°25'02" West 33.35 feet; thence South 58°34'58" East 21.15 feet; thence South 31°25'02" West 17.61 feet; thence South 58°34'58" East 81.60 feet; thence North 31°25'02" East 79-23 feet; thence North 76°25'02" East 55.53 feet; thence South 58°34'58" East 45.91 feet, thence North 31°25'02" East 48 44 feet; thence South 58°34'58" East 80.94 feet; thence South 31°25'02" West 21.00 feets thence South 58°34'58" East 44.00 feet; thence South 31°25'02" West 17.50 feet; thence South 58°34'58" East 200.00 feet; thence North 31°25'02" East 31.50 feet, thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 13.55 feet; thence South 58°34'58" East 215.00 leet; thence South 31°25'02" West 5.00 feet; thence South 58°34'58" East 88.00 feet; thence North 31°25'02" East \$00 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 88.90 feet; thence South 58°3458" East 38.54 feet; thence North 89°43'46" East 114.04 feet to the point of beginning VIVI-7-A

(Reference 18.482 acres BOYER) PRING CREEK)

## PARCEL 2:

BEGINNING at a point on the East line of Lot 7, THE VILLAGE AT KIMBALL JUNCTION, a subdivision in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base & Meridian, said point being North 0°16'14" West 906.94 feet from the Southeast corner of said Lot 7; thence South 60°10'50" West 379.24 feet, thence North 58°34'58" West 467.70 feet; thence South 31°25'15" West 323.60 feet; thence South 67°09'15" West 154.43 feet; thence North 89°23'22" West 90.22 feet; thence North 38°02'57" West 42.24 feet; thence North 0°36'38" East 108.13 Feet; thence North 58°34'58" West 153.33 feet; thence North 0°27'00" East 105.79 feet; thence North 31°25'02" East 136.12 feet; thence North 0°26'38" East 332.59 feet; thence North 58°34'58" West 64.59 feet; thence North 0°2700" East 105.72 feet; thence North 31°25'02" East 127.81 (Feet; thence South 58°34'58" East 191.33 feet; thence South 31°25'02" West 33.35 feet; thence South 58°34'58" East 21.15 feet; thence South 31°25'02" West 17.61 feet; thence South 58°34'58" East 81.60 feet; thence North 31'25'02" East 79.23 feet; thence North 76°25'02" East 5553 feet; thence South 58°34'58" East 45.91 feet; thence North 31°25'02" East 48.44 feet; thence South 58°34'58" East 80.94 feet; thence South 31°25'02" West 21.00 feet;

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OMORFIL the thence South 58°34'58" East 44.00 feet; thence South 31°25'02" West 17.50 feet; thence Interpretation Copy South 58°34'58" East 200.00 feet; thence North 31°25'02" East 31.50 feet; thence South 58°34'58" East 44.00 feet; thence North 31°25'02" East 13.55 feet; thence South 58°34'58" Umotheredell Copy Unothedall Copy 







