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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Sep 04 1:47 pm FEE 54.00 BY SS
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WHEN RECORDED, RETURN TO:

PILGRIMS LANDING, L.L.C
C/O PAUL S. TAGGART
3425 NORTH WHITE PINE CANYON ROAD
PARK CITY, UTAH 84060

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF PILGRIMS LANDING

THIS FIRST AMENDMENT to Master Declaration of Covenants, Conditions and Restrictions of Pilgrims Landing ("First Amended Declaration") is executed pursuant to Article 10 of the original Master Declaration this 2nd day of September, 1998, by PILGRIMS LANDING, L.L.C., and FLYING J INC. (hereinafter collectively referred to as "Declarant").

RECITALS

A. The Declarant has heretofore filed for record on July 30, 1998, a Master Declaration of Covenants, Conditions and Restrictions of Pilgrims Landing ("Declaration") with the Utah County Recorder, as Entry No. 75697, Book No. 4719, beginning at Pages 588, covering the real property described on Exhibit "A".

B. As of the date of this First Amended Declaration, Declarant is the sole owner of the Project, and no Master Association has yet been formed. Pursuant to the provisions of Article 10 of the Declaration, Declarant, acting in place of the Board of Trustees of the Master Association in accordance with Article 8.3 of the Declaration, desires to amend the Declaration to clarify the duties and powers of the Master Association and its Board of Trustees, to specify a procedure for determination and collection of assessments by the Master Association, and to make other changes to the Declaration.

DECLARATION

A. The definitions contained in the Declaration are hereby incorporated by reference and made a part hereof. The following definitions contained in the Declaration are hereby amended to read as follows:

"1.11 Developer shall mean any person, other than Declarant, who acquires one or more entire Pads in the Project.

1.14 Maintenance Association shall mean any incorporated or unincorporated association governing one or more entire Pads in the Project (other than the Master Association). Any association of unit owners of a Condominium Project shall also be referred to as a Maintenance Association in this Declaration.

1.16 Master Plan shall mean and refer to the map or plat entitled "PILGRIMS LANDING PRELIMINARY PLAT", approved by the City of Lehi and attached as Exhibit B to the Declaration; that certain final master plan for a portion of the Property dated April 23, 1998, and recorded on July 30, 1998, as Entry No. 75696, Map No. 7663, in the office of the Utah County Recorder; any other final master plan prepared by Declarant and recorded in the office of the Utah County Recorder relating to any remaining portion of the Property; and any recorded amendments to the foregoing.

1.18 Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to (1) any portion of but less than an entire Pad or (2) any Dwelling, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 Pad shall mean and refer to one of the parcels in the Project designated on the Master Plan as "Lots", each of which is designed to be improved with residential or commercial structures, in accordance with the approval from the City of Lehi."

B. The following definitions are hereby added to Article 1 of the Declaration:

"1.24 Common Area shall mean (i) the property designated as common area on the Master Plan, if any, and (ii) any portion of the Project which is owned by the Master Association for the use and enjoyment of the Members, if any.

1.25 Common Expenses shall mean and refer: to all sums which are expended by the Master Association on behalf of the Members; all sums which are required by the Board of Trustees to

perform or exercise its functions, duties, or rights under the Declaration, the First Amended Declaration and the Bylaws, including an adequate reserve fund for maintenance, repair and replacement of Common Areas; all sums paid pursuant to any management agreement which may be entered into for operation of the Project; and all other items, things and sums which are lawfully assessed against the Members in accordance with the Declaration, the First Amended Declaration the Bylaws and such rules and regulations as the Board of Trustees may from time to time make and adopt.

1.26 Institutional Holder shall mean any holder (beneficiary) of a Senior Mortgage which encumbers any portion of a Pad, which holder is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any real estate investment trust, or any federal or state agency.

1.27 Mortgage shall mean any duly recorded and valid mortgage or deed of trust encumbering any portion of a Pad.

1.28 Senior Mortgage shall mean any Mortgage that is (a) recorded against any portion of a Pad prior to the recordation of a lien for delinquent assessments by the Master Association; and (b) either (i) is recorded prior to all other loans encumbering the area in question, or (ii) secures in excess of \$100,000 of debt associated with the area in question. Encumbrances for loans of less than \$100,000 recorded in second or lower position shall not be Senior Mortgages without an express written subordination agreement from the Master Association which may given or withheld in the Master Association's sole discretion."

C. Article 2.2 of the Declaration is hereby amended to read as follows:

"2.2 The Project shall consist of up to nine (9) Pads, each of which are to be improved with one or more single family or multi-family dwellings, Condominium Buildings, commercial buildings and facilities, parking facilities, public facilities or appurtenant structures and facilities. The Declarant reserves the right to increase and decrease the number of Pads in the Project subject to the approval of the City of Lehi, as well as the right to change the location and size of any Pad on the preliminary master plan prior to the time that any final master plan is recorded. Any recorded final master plan may only be modified with the prior written consent of all Members. Declarant has previously prepared and recorded a final master plan for a portion of the Property dated April 23, 1998, and recorded on July 30, 1998, as Entry No. 75696, Map No. 7663, in the office of the Utah County Recorder (hereinafter referred to as the "Phase I Final Master

Plan"). Declarant hereby reserves the right, subject to the approval of the City of Lehi, to prepare and record additional final master plans relating to any remaining portion of the Property in one or more additional phases, without the prior consent of Developers, Owners, the Master Association or the Board, at any time prior to the expiration of seven (7) years from the date of recording of this First Amendment."

D. Articles 8.1, 8.2 and 8.3 of the Declaration are hereby amended to substitute the words "Member" or "Members" for the words "member" or "members" respectively.

E. Article 8.1 of the Declaration is hereby amended to read as follows:

"8.1 Declarant, every Developer and each Maintenance Association shall be a Member of the Master Association. Each Pad shall have one, and only one, Membership appurtenant thereto, except for Pad 2, the public park parcel, which shall not have any appurtenant Membership rights. Upon acquiring a Pad, a Developer shall retain the Membership appurtenant to that Pad until such time as Developer has created a Maintenance Association governing that Pad and such Maintenance Association assumes in writing all Membership rights and obligations appurtenant to that Pad, including obligations for future assessments. Upon delivery of its written assumption to the Master Association, the Maintenance Association will obtain all Membership rights appurtenant to that Pad, and Developer's Membership rights in that Pad shall terminate."

F. Article 8.3 of the Declaration is hereby amended and the following additional paragraphs are added to the end of Article 8.3:

"8.3.8 Notwithstanding the foregoing enumeration of powers, the Board of Trustees, or the Master Association, may not take or allow the following actions without the unanimous consent of all Members of the Master Association:

8.3.8.1 Any change in the fundamental purposes of the Master Association;

8.3.8.2 Any sale, conveyance, encumbrance or other transfer of (a) any of the Master Association's property, rights and/or obligations outside the ordinary course of the Master Association's business and/or (b) more than twenty percent (20%) of

the Master Association's property, rights and/or obligations for any reason;

8.3.8.3 Any change in or alteration of the proportionate shares for each Pad as set forth on Addendum A attached to the First Amended Declaration, other than in connection with the addition of Pads to the Project in accordance with Developer's right to prepare and record additional final master plans pursuant to Article 2.2 or in connection with the conveyance of land in the Project and percentage interests appurtenant to that land;

8.3.8.4 Any voluntary bankruptcy, insolvency and/or reorganization actions or proceedings;

8.3.8.5 The undertaking of any loans, obligations and/or liabilities that may subject the Master Association to claims in excess of \$10,000.00;

8.3.8.6 Any mergers or consolidations involving the Master Association;

8.3.8.7 The Master Association entering into any agreements of any type or modifications thereof for longer than one year or involving obligations aggregating in excess of \$10,000.00;

8.3.8.8 Any change in the number of Trustees;

8.3.8.9 Loans and/or extensions of any type of credit by the Master Association to any Member, Trustee, officer or committee member of the Master Association and/or any of their affiliates;

8.3.8.10 The giving by the Master Association of guarantees of sureties of the debts and obligations of any other person or entity;

8.3.8.11 Any dissolution or winding up of the Master Association;

8.3.8.12 The reimbursement of any expenses to any Member, Trustee, officer or committee member of the Master Association for matters outside of their specific responsibilities as set forth in the Declaration, First Amended Declaration, Articles or Bylaws;

8.3.8.13 Any amendment of the Articles, Bylaws, Declaration or First Amended Declaration; or

8.3.8.14 Agreements of any type between the Master Association and any person or entity that is directly and/or

indirectly more than fifty percent (50%) owned or controlled by Paul Taggart, Pilgrims Landing, L.L.C., Flying J Inc. and/or their successors, assigns and/or affiliates.

Provided further, however, that Mayflower Harbor Apartments at Pilgrims Landing, L.P., a Utah Limited Partnership, or its successors and assigns, as the owner of Pad 6, shall have the right to appoint one-third of the Trustees of the Master Association and one-third of any committee or subcommittee members associated therewith (including members of the Nominating Committee and Architectural Control Committee), until such time as certificates of occupancy have been issued for all units to be built on Pad 6. Any Trustees appointed pursuant to this provision may only be removed or replaced with the prior written consent of the then owner of Pad 6, except for removal by the Members in accordance with the Bylaws, in which case, the then owner of Pad 6 shall have the right to appoint a replacement."

G. The following additional provisions are hereby added to the Declaration:

"17. DESCRIPTION OF COMMON AREAS.

The Common Areas shall mean and include those areas designated as such on the Master Plan, including, but not limited to, all landscaped areas, private roads and sidewalks; any utility pipes, lines or systems serving more than one Pad, and not dedicated to the public or any public utility; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing.

18. PROPERTY RIGHTS.

18.1 Each Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Pad or portion thereof, subject to the following provisions:

(a) the right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas;

(b) the right of the Master Association to suspend the voting rights and right to use the recreational facilities by an Owner for a period during which any assessment against the Pad of that Member unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) the right of the Master Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless unanimously consented to by all Members.

18.2 Any Owner may delegate, in accordance with the Bylaws, that Owner's right of enjoyment to the Common Areas to the members of that Owner's family, tenants or contract purchasers who reside on the Owner's property, or to guests and invitees of the Owner.

18.3 Fee title ownership of Common Areas shall be vested in the Master Association, subject to Owners rights of use and enjoyment as set forth herein. No Owner may bring an action for partition thereof except upon termination of this Declaration, and no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas. The Owners' rights of use and enjoyment of the Common Areas shall have a permanent character and shall not be altered without the unanimous written consent of all Members of the Master Association, expressed in a duly recorded amendment to the Declaration. Except as otherwise provided in the Declaration or any amendments thereto, each Owner shall be entitled to use the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Master Association.

19. MAINTENANCE, ALTERATION AND IMPROVEMENT.

19.1 The maintenance, replacement and repair of the Common Areas, and all landscaping, pipes, conduits, ducts, plumbing, wiring and other facilities for the furnishing of any utility or other service for more than one Pad, not otherwise dedicated to the public or to any public utility, shall be the responsibility of the Master Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Pad, Dwelling or Improvements by the maintenance, replacement and repairs of the Common Areas or common utility services shall be repaired promptly by the Master Association and the cost thereof charged as a Common Expense.

19.2 An Owner shall be responsible to maintain, repair, replace and keep in a clean and sanitary condition, at the Owner's expense, all portions of that Owner's Pad or Dwelling, except those portions to be maintained, repaired and replaced by the Master Association. The Board of Trustees is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project.

19.3 The Board of Trustees shall have a reasonable right of entry upon any Pad to effect any emergency or other necessary

maintenance and repairs which the Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of that Pad.

20. INSURANCE.

20.1 The Master Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property, real or personal, owned by the Master Association against loss or damage by fire or such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance. The Master Association shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

20.1.1 Exclusive authority to adjust losses shall be vested in the Board of Trustees as insurance trustee;

20.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by individual Owners or their respective mortgagees;

20.1.3 Each Owner may obtain additional insurance covering his real and personal property interests at his own expense;

20.1.4 The insurer waives its right of subrogation as to any claims against each Owner, the Master Association, the Board of Trustees, and their respective agents, employees and tenants, and waives any defense it might have based upon co-insurance;

20.1.5 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual Owners or their respective tenants, employees, agents, contractors and guests;

20.1.6 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Master Association or Board of Trustees or their employees, agents or contractors, without prior demand in writing that the Board of Trustees cure the defect, and then only if the defect is not cured within fifteen (15) days after receipt of such demand by the Board of Trustees.

20.1.7 The named insured shall be the Master Association.

20.2 In the event of any damage to or destruction of the any part of the Common Area improvements or other property of the

Master Association, the Master Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a special assessment against the Owners to cover any additional cost in accordance with Section 21.5.

20.3 All insurance policies shall be reviewed at least annually by the Board of Trustees to determine whether such coverage is sufficient to repair or replace any property which may be damaged or destroyed.

20.4 If, due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Section 20.1 cannot reasonably be secured, the Master Association shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist, and shall notify the Owners in writing of such substitute, different or other coverage.

20.5 The Master Association and the Board of Trustees shall have no obligation to obtain or maintain any insurance covering the personal property of any Owner, and each Owner shall be responsible for obtaining and maintaining such personal property insurance.

21. ASSESSMENTS.

21.1 Each Member of the Master Association (including Declarant, for each Pad owned within the Project; each Developer, by acceptance of a deed to any Pad, whether or not it shall be so expressed in such deed; and each Maintenance Association) is deemed to covenant and agree to pay to the Master Association their respective proportionate shares of: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The proportionate share of each Pad is set forth on Addendum A attached hereto. Upon acquiring a Pad, Developer shall remain personally liable for any proportionate share of assessments charged to that Pad, even if the Pad or any portion thereof is later transferred or conveyed, until such time as: (1) Developer has validly created a Maintenance Association governing that Pad and the Maintenance Association assumes in writing all Membership rights and obligations appurtenant to that Pad, including obligations for future assessments. Provided, however, that any such assumption by a Maintenance Association will not relieve a Developer of personal liability for past due assessments. Upon delivery of its written assumption to the Master Association, the Maintenance Association will then assume personal liability for any future assessment appurtenant to that Pad, and Developer's personal

liability for future assessments appurtenant to that Pad shall terminate.

21.2 The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Developer of any Pad or the Maintenance Association governing such Pad at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

21.3 The assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project and for the improvement and maintenance of the Common Areas, including landscaping.

21.4 The Board of Trustees may fix the annual assessment at an amount to be determined by them, taking into account projected or anticipated expenses and reserves for contingencies.

21.5 In addition to the annual assessments authorized above, the Master Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, if necessary in the Board of Trustees' reasonable judgment to preserve or maintain the integrity of the Common Areas, or for the cost of repair or replacement of any landscaping or other improvements required to be maintained by the Master Association. Such special assessments need not be approved by the Members, but may be directly assessed by the Board of Trustees.

21.6 Special assessments may also be assessed only against one or more Pads in the Project, if in the Board of Trustees' reasonable judgment the cost of any capital improvement or expense incurred by the Master Association is solely for the benefit of one or more Pads and not the entire Project. In that event, a special assessment may be made by the Board of Trustees on a prorata basis solely against the Pads benefitted by such capital improvement or expense.

21.7 Both annual and special assessments may be collected on a monthly basis.

21.8 Annual assessments provided for herein shall commence as to all Pads on the first day of the month following the closing of the first Pad sold by Declarant. The first annual assessment shall be prorated according to the number of months

remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Pad at least 30 days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Master Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether all assessments on a specified Pad have been paid. A properly executed certificate of the Master Association as to the status of assessments on a Pad is binding on the Master Association as of the date of its issuance.

21.9 Assessments and any installments thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due.

21.10 The lien for unpaid assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Pad, and amounts due under a duly recorded Senior Mortgage which was recorded prior to the recording of the lien for assessments. However, the sale and transfer of any Pad pursuant to mortgage foreclosure, or any proceeding in lieu thereof, by a Senior Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Pad from liability of any assessments thereafter becoming due or from the lien thereof. In the event that all or any portion of any assessment against any land is extinguished, the Trustees shall have the right by unanimous vote, but not the obligation, to proportionately reallocate all or a portion of the extinguished assessment among the remainder of the Property subject to such assessment. For the purpose of this Section, a sale or transfer of land in a Pad shall occur on the date of recordation of a deed or other instrument of title evidencing the conveyance of record title to the area in question. Notwithstanding the extinguishment of any assessment lien by a Senior Mortgage, that extinguishment shall not relieve a Member originally responsible for the delinquent assessment secured by that lien from the obligation to pay the delinquent assessment to the Master Association. The Master Association shall execute and deliver a separate subordination agreement (consistent with this Declaration) requested by any lender that holds a Senior Mortgage.

21.11 The lien for nonpayment of assessments may be enforced by sale or foreclosure of the interest to which such lien shall attach by the Board of Trustees or the Master Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale of

foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, the Members are hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Board of Trustees to act as trustee in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust. The Master Association may commence and maintain a suit at law against any defaulting Member obligated to pay assessments for such delinquent assessments as to which the defaulting Member is personally obligated. Such suit shall be maintained in the name of the Master Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with late charges and interest thereon as provided for herein, costs of collection, court costs, and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent party. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien. The Master Association shall also have the right to exercise all other rights and remedies available at law and in equity, which rights and remedies shall be cumulative.

21.12 In any foreclosure of a lien for assessments, the owner of the property subject to the lien shall be required to pay a reasonable rental for such property, and the Board of Trustees shall be entitled to the appointment of a receiver to collect the same.

21.13 If a Member shall at any time lease or rent such Member's property or any portion thereof and shall default for a period of one month or more in the payment of assessments, the Board of Trustees may, at its option, so long as such default shall continue, demand and receive from any tenant of such Member the rent due or becoming due and the payment of such rent to the Board of Trustees shall discharge such tenant for rent due, and shall discharge such Member for such assessments to the extent of the amount so paid.

21.14 The Board of Trustees shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Master Association or its Members.

21.15 The annual assessments against each Pad shall not be increased by more than twenty percent (20%) over the annual assessments for the preceding year against each Pad without the vote or written consent of the majority of the Members.

21.16 All areas of the Project dedicated to and accepted by any local public authority and the Common Area shall be exempt from the assessments created in the Declaration.

21.17 The Master Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any foreclosed land area. In connection with such action, the Master Association shall be allowed to recovery reasonable attorneys' fees, court costs, title search fees, late charges, interest and all other costs and expenses to the extent permitted by applicable laws. No Member may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of the land owned by such Member.

21.18 In the event that Declarant shall exercise the right to prepare and record additional final master plans relating to any remaining portion of the Property pursuant to Section 2.2, which additional final master plans shall create additional Pads on the Property, then the proportionate shares for all Pads in the Project shall be adjusted based on the ratio of the acreage of each Pad to the total acreage now included in the Project in conformity with the formula set forth in Addendum A. Concurrently with the recording of each such additional final master plan, Declarant shall record an amendment to Addendum A, setting forth the recalculated proportionate shares for all Pads. Any such amendment to Addendum A may be prepared, executed and recorded solely by Declarant, without the prior consent of Developers, Owners, the Master Association or the Board.

21.19 Within ten (10) days following delivery to the Master Association of a request for an estoppel certificate respecting the status of performance under the Declaration, Master Association shall deliver to the requesting party a reasonable estoppel certificate respecting such matters. The estoppel certificate contemplated herein shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting party. The failure to deliver such estoppel certificates shall be presumed to mean that the Master Association is not aware of any defaults or delinquencies under this Declaration and is estopped from asserting the same relative to the party requesting the estoppel.

22. RIGHTS OF LENDERS.

22.1 Notwithstanding any provisions to the contrary as may be provided elsewhere in this Declaration, lenders shall have following rights:

22.1.1 Any Institutional Holder of any Mortgage on any portion of a Pad shall be entitled to receive from the Master Association, if such Institutional Holder has so requested in

writing of the Master Association, a copy of any notice of default issued by the Master Association to the Owner of the land mortgaged in favor of such Institutional Holder.

22.1.2 Any Institutional Holder of any Senior Mortgage who obtains title to a Pad or portion thereof pursuant to the remedies provided in the Mortgage, by means of a deed in lieu of foreclosure, or through foreclosure of the Senior Mortgage, shall not be liable for any claims for unpaid assessments or charges against such area which accrued prior to the acquisition of title to such area by the Institutional Holder of the Senior Mortgage.

22.1.3 All Institutional Holders of Mortgages on any portion of a Pad shall, upon written request to the Master Association, be entitled to:

(a) Inspect the books and records of the Master Association during normal business hours;

(b) Receive an annual financial statement of the Master Association within ninety (90) days following the end of any fiscal year of the Master Association; provided, however, that such statements shall be made available only if they have been prepared by the Master Association in the regular course of business; and

(c) Receive written notice of all meetings of the Members of the Master Association and shall be entitled to designate a non-voting representative to attend all such meetings.

22.1.4 No party shall have priority over any rights of Institutional Holders of Mortgages pursuant to their Mortgages in the case of a distribution to parties of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the Project and/or improvements thereon.

22.1.5 No breach of the covenants, conditions or restrictions contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

23. NO DISCRIMINATORY RESTRICTIONS.

No person or entity shall execute or cause to be recorded any instrument or take any action that imposes a restriction upon the use, sale, lease or occupancy of all or any portion of the Project on the basis of race, sex, sexual preference, marital status, national ancestry, color, religion or age.

24. CONSTRUCTION.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and maintenance of the Project. The headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. No rule of strict interpretation shall be applied against any person or entity.

25. CONFLICTS.

In case of any conflict between this Declaration and the Articles or Bylaws, this Declaration shall control.

26. NO THIRD PARTY RIGHTS.

The obligations set forth in this Declaration shall not create any rights in or obligations to any other persons or entities other than as expressly set forth herein.

27. PRIORITY AND SUBORDINATION

The Declaration and this First Amended Declaration shall be recorded against the Project senior to all liens (other than liens of non-delinquent taxes and assessments) and/or trust deeds encumbering the Project. Declarant shall promptly take all actions and pay all costs necessary to have any pre-existing liens (other than liens of non-delinquent taxes and assessments) and/or trust deeds on areas of the Project owned by the Declarant subordinated to this Declaration. All present and future lenders, lien holders, and trust deed holders of any type holding liens or encumbrances on any portion of the Project hereby agree (a) that such liens or encumbrances shall automatically be subordinate to this Declaration and all future amendments thereto, and (b) to execute and deliver within 10 days following delivery of a written request for the same, any additional documentation that may be reasonably required by the Master Association to confirm that subordination.

H. The last sentence of Article 8.6 of the Declaration is deleted and the following inserted in its place:

"The indemnification as contained herein shall be paid by the Board on behalf of the Members and shall be assessed and collectible from the Members, including Declarant, in accordance with their proportionate shares as set forth in Addendum A to the First Amended Declaration."

I. The second sentence of Article 10 of the Declaration is deleted and the following inserted in its place:

"Except as otherwise provided in this Declaration and except as prohibited by law, this Declaration may only be amended by the unanimous consent of all Members."

J. The following sentence is added to Article 12:

"Provided, however, that with respect to assessment liens, the Master Association shall have the exclusive right to the enforcement thereof."

K. Wherever in the Declaration the term "person" or "persons" occur, those terms shall be construed to mean legal persons or entities as well as natural persons. Wherever in the Declaration the terms "he", "him", "his" or other masculine pronouns occur, those terms shall be construed to also include the feminine and neuter versions of such pronouns.

L. To the extent that Exhibit "A" to the Declaration failed to adequately describe the Property subject to this Declaration, it is hereby affirmed that Exhibit "A" to the Declaration was intended to, and does include, all of the Property now described on Exhibit "A" attached to this First Amended Declaration. The legal description attached hereto as Exhibit "A" is hereby incorporated in and made a part of the Declaration, Exhibit "A" to the Declaration and this First Amended Declaration.

M. All other provisions, terms, definitions and Articles of the original Master Declaration shall remain in full force and effect, except as specifically amended or modified herein. All Exhibits and Recitals in the Declaration and this First Amended Declaration are made a part of and incorporated into the Declaration and this First Amended Declaration. This entire First Amended Declaration is incorporated into the Declaration. In the event of any inconsistency between this First Amended Declaration and the original Declaration, the terms and provisions of this First Amended Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of September, 1998.

PILGRIMS LANDING, L.L.C.,
A Utah Limited Liability Company,

By: Cranbrook Development, L.C.
A Utah Limited Liability Company, Managing Member

By: Orion Development, L.C.
A Utah Limited Liability Company, Managing Member

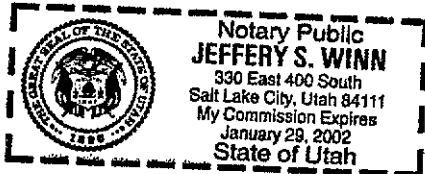
By: Brent Mitalf
Print Name: Brent Mitalf
Title: Authorized Agent

FLYING J INC.
A Utah Corporation

By: Paul L Brown
Its: Treasurer

STATE OF UTAH)
) : SS
COUNTY OF _____)

On the 3rd day of September, 1998, personally appeared before me Brent Mitalf, who, being by me duly sworn, did say that he is the Authorized Agent of Orion Development, L.C., a Utah Limited Liability Company which is the Managing Member of Cranbrook Development, L.C., a Utah Limited Liability Company which in turn is the Managing Member of Pilgrims Landing, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said companies by authority of their Operating Agreements, and that the companies executed the same.



My Commission Expires: _____

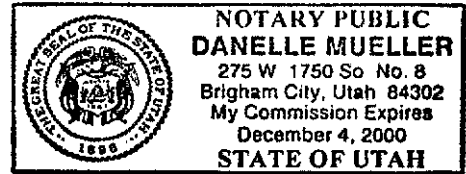
[Signature]
NOTARY PUBLIC
Residing At: _____

STATE OF UTAH)
)
) :SS
COUNTY OF BOX ELDER)

On the _____ day of September, 1998, personally appeared before me Paul F. Brown, who, being by me duly sworn, did say that he is the Treasurer of Flying J Inc., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of the Corporation by authority of its Bylaws and pursuant to resolution of its Board of Directors, and that the Company executed the same.

My Commission Expires:
12.4.2000

Danelle Mueller
NOTARY PUBLIC
Residing At: Box Elder County



ADDENDUM A

<u>PAD</u>	<u>ASSESSABLE ACREAGE</u>	<u>PROPORTIONATE SHARE</u>
1	36.365	0.45653
2 (Park)	0.000	0.00000
3	12.863	0.16148
4	7.153	0.08980
5	10.478	0.13154
6	12.796	0.16065
TOTALS:	79.655	1.00000

EXHIBIT "A"

BEGINNING AT THE SOUTH 1/4 CORNER, SECTION 25, TOWNSHIP 4
SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG
THE FOLLOWING CALLS:

THENCE NORTH 89°51'26" WEST 2325.36 FEET TO A POINT;
 THENCE NORTH 39°19'21" WEST 526.02 FEET TO A POINT;
 THENCE SOUTH 01°26'24" WEST 114.15 FEET TO A POINT;
 THENCE NORTH 38°44'35" WEST 900.26 FEET TO A POINT;
 THENCE NORTH 38°50'43" WEST 426.24 FEET TO A POINT;
 THENCE SOUTH 89°21'33" EAST 88.17 FEET TO A POINT;
 THENCE NORTH 49°38'31" WEST 350.32 FEET TO A POINT;
 THENCE NORTH 48°49'11" EAST 1364.32 FEET TO A POINT;
 THENCE NORTH 32°45'59" EAST 237.67 FEET TO A POINT;
 THENCE NORTH 32°45'31" EAST 406.24 FEET TO A POINT;
 THENCE SOUTH 46°07'15" EAST 409.50 FEET TO A POINT;
 THENCE SOUTH 48°02'33" EAST 87.42 FEET TO A POINT;
 THENCE SOUTH 47°16'20" EAST 46.90 FEET TO A POINT;
 THENCE SOUTH 42°38'00" WEST 325.00 FEET TO A POINT;
 THENCE SOUTH 47°16'00" EAST 546.00 FEET TO A POINT;
 THENCE NORTH 42°38'00" EAST 130.48 FEET TO A POINT;
 THENCE SOUTH 47°22'00" EAST 867.50 FEET TO A POINT;
 THENCE SOUTH 56°52'00" WEST 19.02 FEET TO A POINT;
 THENCE SOUTH 47°22'00" EAST 272.09 FEET TO A POINT;
 THENCE SOUTH 89°53'23" EAST 49.41 FEET TO A POINT;
 THENCE SOUTH 72°16'47" EAST 134.83 FEET TO A POINT;
 THENCE SOUTH 89°30'26" EAST 235.18 FEET TO A POINT;
 THENCE SOUTH 38°55'45" EAST 322.00 FEET TO A POINT;
 THENCE SOUTH 37°12'00" EAST 323.00 FEET TO A POINT;
 THENCE SOUTH 00°05'28" WEST 777.54 FEET TO A POINT
 TO THE POINT OF BEGINNING.

CONTAINING 5977256.5602 SQ. FT. OR 137.2189 ACRES MORE OR
LESS.