ODD Properties, L. L. C. P. O. Box 361 Garden City, UT 84028 Recorded PEC 2 9 2006 Filling No. 70551

At 9:12 AM/PM in Book I/O Page 180

Fee 9000 Debra L. Ames Rich County Recorder Requested by Inwn of Carden City

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

OF

THE COTTAGES AT BLUE WATER PHASE 1

(ANNEXATION OF PHASE 3)

This Second Supplementary Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Second Supplementary Declaration," is made and executed this ______ day of ________, 2006 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. <u>Description of Land</u>. The Declarant is the record title owner of the following described parcel of land, referred to hereinafter as the "Phase 3 Land," which is located in Garden City, Rich County, State of Utah, to wit:

(see Exhibit "E").

- C. <u>Buildings and Improvements</u>. The Declarant has constructed or will construct on the Phase 3 Land certain buildings and other improvements as shown more specifically on the Record of Survey Map of the Cottages at Blue Water Phase 3, as defined below;
- D. <u>Record of Survey Map.</u> The Declarant shall execute and record in the office of the Rich County Recorder concurrently with the recording of this Second Supplementary Declaration, as defined below, an instrument entitled the "Record of Survey Map of the Cottages at Blue Water Phase 3, a Utah Planned Unit Development;

E. <u>Intent and Purpose</u>. Declarant, by recording this Second 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 3 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 3 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 3

- 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 3 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 Second Supplementary Declaration, it shall constitute and effectuate the annexation of the Phase 3 Land, making it subject to the functions, powers and jurisdiction of the Declaration and of the Cottages at Blue Water Owners Association. Once this Second Supplementary Declaration is recorded and thereafter, all owners of lots or interests in the Phase 3 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 Phase 1, Phase 2, and Phase 3 are subject uniformly to this provision. An Owner in each Phase has an undivided interest in all of the Common Areas of all 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.

By: A. Ray Elliott, manager

ATTEST:

By: Like F. Velion

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)

)ss.

County of Rich)

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

Notary Public

DIXIE L. NELSON
D. Box 97, 501 N. Main Street
Laketown, UT 84038
My Commission Expires

My Commission Expires November 11, 2007 State of Utah

Notary Public

Page 3

EXHIBIT "A AMENDED"

TO

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

OF

THE COTTAGES AT BLUE WATER PHASE 1

(ANNEXATION OF PHASE 3)

Undivided Ownership Interest In Common

	interest in Common	
<u>Units No.</u>	Area Percentage	<u>Votes</u>
1	1.612	1
2 3	1.612	1
	1.612	1
4	1.612	1
5	1.612	1
6	1.612	1
7	1.612	1
8	1.612	1
9	1.612	1
10	1.612	1
12	1.612	1
13	1.612	1
14	1.612	1
15	1.612	1
16	1.612	1
18	1.612	1
19	1.612	1
20	1.612	1
22	1.612	1
23	1.612	1
24	1.612	1
26	1.612	1
27	1.612	1
28	1.612	1
29	1.612	1
31	1.612	1
32	1.612	1

Units No.	Area Percentage	Votes
33	1.612	1
33	1.612	1
35	1.612	1
36	1.612	1
37	1.612	1
38	1.612	1
39	1.612	1
40	1.612	1
42	1.612	1
43	1.612	1
45	1.612	1
46	1.612	1
47	1.612	1
48	1.612	1
49	1.612	1
51	1.612	1
52	1.612	1
53	1.612	1
54	1.612	1
55	1.612	1
56	1.612	1
57	1.612	1
58	1.612	1
59	1.612	1
60	1.612	1
61	1.612	1
62	1.612	1
63	1.612	1
64	1.612	1
65	1.612	1
66	1.612	1
67	1.612	1
68	1.612	1
69	1.612	1
70	1.612	1
71	1.612	1
		•

Page 5

Total Votes of the Association

62

EXHIBIT "E"

TO

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS

OF

THE COTTAGES AT BLUE WATER PHASE 1

Legal Description PHASE 3 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 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 451.21 FEET; THENCE LEAVING SAID SECTION LINE NORTH 00°39'25" EAST 1.906.28 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE NORTH 14'12'30" WEST 330.53 FEET; THENCE NORTH 48'14'16" WEST 21.35 FEET; THENCE SOUTH 75'37'43" WEST 11.49 FEET; THENCE NORTH 15'24'28" WEST 302.09 FEET; THENCE NORTH 82'49'12" EAST 116.87 FEET; THENCE SOUTH 38'27'04" EAST 103.73 FEET; THENCE NORTH 45'42'42" EAST 47.99 FEET; THENCE SOUTH 39'00'30" EAST 339.47 FEET; THENCE SOUTH 54'25'30" EAST 125.87 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 TO THE POINT OF BEGINNING. CONTAINING 3.75 ACRES, MORE OR LESS. LESS.