

**NOTICE OF ADDITION OF PROPERTY**  
**TO**  
**MIDWAY VILLAGE**  
**A Planned Unit Development**

THIS NOTICE is made this 7<sup>th</sup> day of August, 2008 by the Declarant as follows:

**RECITALS**

WHEREAS, VILLAGE COMMUNITIES L.C. (hereinafter referred to as "Declarant"), is the declarant of that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Midway Village, a Planned Unit Development (the "Declaration"), recorded in the official records of the office of the County Recorder of WASATCH COUNTY, State of Utah as Entry Number 286741 on August 4, 2005; and

WHEREAS, Declarant is the owner of certain real property (the "Property") located in WASATCH COUNTY, State of Utah as more particularly described in that certain plat map containing Twenty-One (21) lots entitled Midway Village II, a Planned Unit Development, recorded in the official records of the office of the County Recorder of WASATCH COUNTY, State of Utah as Entry Number 316084 on 27<sup>th</sup> February, 2007; and

WHEREAS, Article XIV of the Declaration grants Declarant the right, for a period of ten (10) years, to annex property that is contiguous or accessible by public streets and that is not more than one thousand (1,000) yards from the property identified in the Declaration; and

WHEREAS, the Property is accessible by public streets and that is not more than one thousand (1,000) yards from the property identified in the Declaration; and

WHEREAS, the Declarant is desirous of subjecting all of the Property to all of the covenants, conditions, restrictions, reservation of easements, liens and charges set forth in the Declaration, each and all of which shall be for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind the successors in interest, and any Owner thereof; and

WHEREAS, the Declarant will develop and convey all of the Property subject to those certain protective covenants, conditions, restrictions, reservation of easements, equitable servitudes, liens and charges, all running with the Property as set forth in the Declaration.

NOW, THEREFORE, Declarant hereby declares:

1. That all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, easements and equitable servitudes set forth in the Declaration, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof.

2. That notwithstanding any of the foregoing recitals, no provisions of the Declaration shall be construed as to prevent or limit the Declarant's right to complete development of the Property and construction of improvements thereon, nor the Declarant's rights to maintain model homes, construction, sales or leasing offices, or similar facilities on any portion of the Property owned by the Declarant or the Association, nor Declarant's right to post signs incidental to such construction, sales or leasing.

3. That all of the Property shall be subject to the architectural controls contained within the Declaration and development and all Dwelling Units, as that term is defined in the Declaration, which are constructed thereon, shall be approved by the Architectural Committee as to size, style, and quality.

4. That Lots which do not have a Dwelling Unit constructed thereon shall be responsible to pay a proportional amount of assessments imposed by the Midway Village Property Owners Association (the "HOA") which reflects the reasonable cost of services actually rendered in behalf of the said Lots, together with a proportional amount of contributions to reserve accounts and Common Area maintenance costs. All Lots owned by Declarant upon which a Dwelling Unit has been constructed, and all model homes, shall pay all HOA assessments, less the cost of the Homestead amenity package.

**DECLARANT:**

VILLAGE COMMUNITIES, L.C.

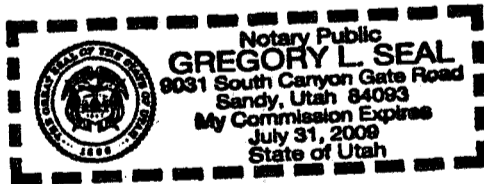
By Robert C Tippetts

STATE OF UTAH )  
(ss:  
COUNTY OF Salt Lake )

On this 7 day of August, 2008, personally appeared before me Robert C. Tippetts, being by me duly sworn and the said individual did say that he is the Manager of VILLAGE COMMUNITIES, L.C., a Utah limited liability company, and that the within and foregoing Declaration was signed in behalf of the said limited liability company pursuant to valid authority.

Gregory L Seal  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



## EXHIBIT A

## BOUNDARY DESCRIPTION

BEGINNING NORTH 683.94 FEET AND EAST 603.80 FEET FROM THE 1976 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTH ONE-QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (FROM SAID SOUTH ONE-QUARTER CORNER THE 1999 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS NORTH 89° 19'25" EAST);

AND RUNNING THENCE NORTH 00° 32'44" EAST 452.96 FEET; THENCE NORTH 78° 03'25" EAST 26.16 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 86° 36'13" EAST 665.47 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 01° 39'14" WEST 397.25 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 01° 05'01" WEST 510.33 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89° 47'01" WEST 37.58 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 53° 21'26" WEST 710.63 FEET ALONG AN EXISTING FENCE LINE; THENCE ALONG THE NORTHERLY LINE OF THE KUMMER DITCH THE FOLLOWING SEVEN (7) COURSES: THENCE NORTH 20° 27'18" WEST 10.49 FEET; THENCE NORTH 28° 57'58" WEST 11.37 FEET; THENCE NORTH 38° 32'28" WEST 20.89 FEET; THENCE NORTH 47° 28'21" WEST 22.44 FEET; THENCE NORTH 44° 05'05" WEST 14.03 FEET; THENCE NORTH 68° 12'22" WEST 7.36 FEET; THENCE WEST 9.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.04 ACRES.