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Gary W. Ott
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 6 P.

When Recorded, Mail To:
Loyal C. Hulme
Kirton McConkie
50 East South Temple
Salt Lake City, UT 84111

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF
PHEASANT BROOK ESTATES PHASE THREE

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS OF PHEASANT BROOK ESTATES PHASE THREE (this "**Amendment**") is executed this 27 day of August, 2012, by Pheasant Brook Estates Homeowners Association (the "**Association**").

RECITALS

A. This Amendment is an amendment to Declaration of Restrictive Covenants and Conditions of Pheasant Brook Estates Phase Three, recorded October 18, 1994, as Entry Number 5946111, in Book 7038, at Pages 2438-2451 in the Official Records of Salt Lake County, Utah (the "**Declaration**").

B. The Declaration encumbers Sixty-six (66) lots located in Salt Lake County, Utah (the "**Subdivision**"). The Subdivision is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

C. Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**CPB**") owns certain real property located within the Subdivision ("**Lot 326**"). Lot 326 is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

D. CPB desires to construct a seminary building on Lot 326 for the purpose of religious and seminary instruction, worship and related activities and desires to remove Lot 326 from the Declaration.

E. In accordance with the bylaws and applicable laws, notice was given to the record owner of each lot within the Subdivision (the "**Homeowner**") that a special meeting of the members of the Association would be held on February 23, 2012 (the "**Meeting**"), for the purpose of voting to remove Lot 326 from the Declaration. Each Homeowner that voted in favor of amending the Declaration granted unto the Association President (the "**Association President**") an irrevocable power of attorney for the purpose of taking the steps necessary to amend the Declaration, including execution of this Amendment.

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F. The president of the Association, acting on behalf of the Association and the Homeowners, desires to amend the Declaration, as more fully stated herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Removal of Property.** The legal description set forth in the Declaration and defined therein as the "Property" is hereby deleted in its entirety and replaced with the legal description set forth on Exhibit C, attached hereto and incorporated herein (the "**Amended Property**") thereby releasing Lot 326 from the covenants, conditions and restrictions of the Declaration and removing Lot 326 from the Association.

2. **Approval.** In accordance with Section 7 of the Declaration, an amendment to the Declaration removing Lot 326 from the Declaration was approved at the Meeting by an affirmative vote of Eighty-Two Percent (82%) of the Homeowners and Seventy-Eight Percent (78%) of all of the members of the Association. All of the Homeowners that approved amending the Declaration granted unto the Association President an irrevocable power of attorney, for the purpose of taking all steps necessary and advisable to amend the Declaration, including without limitation, the right to execute this Amendment.

3. **Certification and Adoption.** By his execution of this Amendment, the Association President does hereby certify that (i) a vote of the Homeowners was properly taken at the Meeting; (ii) the terms set forth in Section 2 above are true and accurate; and (iii) this Amendment has been duly adopted in accordance with procedures set forth in the Declaration and Association bylaws.

4. **Miscellaneous.**

4.1. **Recitals.** The recitals are hereby incorporated into this Amendment and except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect.

4.2. **Defined Terms.** A term which is used as a defined term in this Amendment, but that is not herein defined, shall have the meaning set forth in the Declaration.

4.3. **Agreement Effective.** All rights and interests existing pursuant to the Declaration which are not affected by this Amendment and except as expressly modified herein shall remain in full force and effect in accordance with its terms.

4.4. **Governing Law.** This Amendment shall be construed in accordance with the laws of the state of Utah.

EXHIBIT "A"

(Legal Description of the Subdivision)

All that certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Pheasant Brook Estates Subdivision Phase III consisting of Lots 301 through 388. Inclusive, according to the official plat thereof on file in the office of the Salt Lake County Recorder.

Which includes the following legal description:

BEGINNING at a point south 00°05'37" west 2632.05 feet and south 89°54'23" east 1041.78 feet from the north quarter corner of section 31, township 3 south, range 1 east, salt lake base and meridian and running thence south 85°10'17" east 21.03 feet; thence south 51°39'57" east 86.07 feet; thence north 47°39'13" east 180.53 feet to a point on an 800.00 foot radius curve to the right (center bears north 42°32'34" east); thence northwesterly along the arc of said 800.00 foot radius curve to the right through a central angle of 02°29'46" a distance of 34.154 feet; thence north 47°39'13" east 148.22 feet; thence north 82°04'02" east 155.54 feet; thence north 05°01'38" east 554.02 feet; thence south 84°58'24" east 14.99 feet; thence north 05°01'38" east 250.39 feet; thence south 85°00'00" east 317.40 feet; thence south 05°00'00" west 71.30 feet; thence east 248.01 feet to a point on the west side of 700 east street; thence south 00°00'20" west 1218.02 feet; thence north 85°49'44" west 350.41 feet; thence south 05°00'00" west 348.11 feet; thence north 85°00'00" west, 772.38 feet; thence north 04°49'43" east 561.31 feet to the point of beginning.

Contains
27.381 Acres
88 lots

EXHIBIT "B"
(Legal Description of Lot 326)

Lot 326, Pheasant Brooks Estate Phase III, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on October 18, 1994, as Entry Number 5946110, in Book 9410, at Page 317.

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EXHIBIT "C"
(The Amended Property)

Lots 301 to 325 and 327 to 366, Pheasant Brooks Estate Phase III, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on October 18, 1994, as Entry Number 5946110, in Book 9410, at Page 317.

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