

65  
17.

When recorded return to:  
Renard Richter  
5371 West 11430 North  
Highland, UT 84003

ENT 17271:2002 PG 1 of 17  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Feb 12 2:34 pm FEE 65.00 BY 95  
RECORDED FOR BONNEVILLE TITLE

83065-5UL

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**HIGHLAND MEADOWS ESTATES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND MEADOWS ESTATES (this "Amendment") is made and entered into as of December 18, 2001, by the undersigned owners in fee for Lots 1 through 18, inclusive, Highland Meadow Estates Subdivision, Highland, Utah County, Utah (collectively, the "Owners") and their respective mortgage holders, if any ("Mortgagees").

***RECITALS***

A. Qwest Corporation, a Colorado corporation ("Qwest"), entered into a Commercial Real Estate Sales Agreement, dated April 30, 2001, as amended by the First Amendment to Commercial Real Estate Sales Agreement, dated October 2, 2001 (collectively, the "Sales Agreement"), for the purchase by Qwest of the real property located at 5352 West Evergreen Circle, Highland, Utah, and more particularly described as Lot 2, Plat "A" HIGHLAND MEADOWS ESTATES SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of Utah County Recorders Office (the "Property").

B. The purpose for Qwest's purchase of the Property is to expand its central telecommunications building located to the southeast of the Property. The Property is subject to a Declaration of Covenants, Conditions and Restrictions Highland Meadows Estates, recorded July 12, 2000 under recording number 54284.2000 with the Utah County Recorder (the "CC&R's"), which prevents Qwest from using the Property for non-residential purposes.

C. The purpose of this Amendment is to remove the Property from the covenants, conditions and restrictions imposed by the CC&R's.

D. Unless otherwise indicated, capitalized terms used herein will have the meanings given to those terms in the CC&R's.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and Mortgagees agree as follows:

***AGREEMENT***

1. Exclusion from CC&R's. The Property is no longer subject to the covenants, conditions and restrictions imposed by the CC&R's. NOTWITHSTANDING THE FOREGOING, IF ANY PORTION OF

THE PROPERTY IS LATER SOLD OR USED FOR RESIDENTIAL PURPOSES, THEN THE PORTION OF THE PROPERTY SOLD OR USED FOR RESIDENTIAL PURPOSES SHALL THEREAFTER BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY THE CC&R'S.

2. Architectural Consideration. Although Lot 2 is released from the covenants, conditions and restrictions of the CC&R's, the owner of Lot 2 is required to landscape, in a commercially reasonable manner, along the perimeter of any new building erected on the Property.

3. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one and the same document.

4. No Further Amendments. Except as specifically amended by this Amendment, the terms and conditions of the CC&R's shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Owners and Mortgagees have executed this Amendment as of the date first set forth above.

Owner of Lot 1:

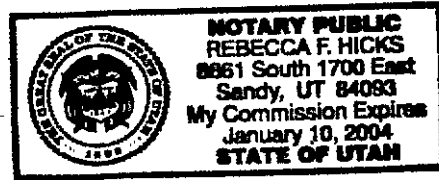
[Signature]  
David B. Gardner

STATE OF Utah  
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2002, by David B. Gardner.

WITNESS my hand and official seal:

[Signature]  
Notary Public  
My commission expires: 01/10/04



Owner of Lot 2, Lot 8R, Lot 9, Lot 10, Lot 12, Lot 13, Lot 15R-1 and Lot 19

*Renard Richter*

Renard Richter

*Shauna Richter by Renard Richter*

Renard Richter as attorney-in-fact for  
Shauna Richter

STATE OF Utah )

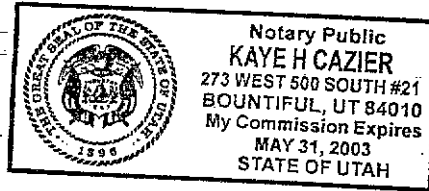
COUNTY OF Davis )

ss.

The foregoing instrument was acknowledged before me this 4 day of February, 2002 by Renard Richter.

WITNESS my hand and official seal:

*Kaye H Cazier*  
Notary Public  
My commission expires: 5-31-2003



STATE OF Utah )

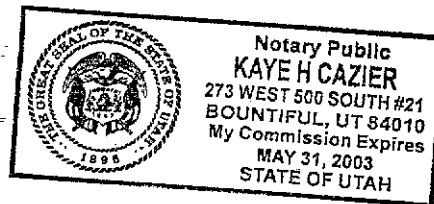
COUNTY OF Davis )

ss.

The foregoing instrument was acknowledged before me this 4 day of February, 2002 by Renard Richter as attorney-in-fact for Shauna Richter.

WITNESS my hand and official seal:

*Kaye H Cazier*  
Notary Public  
My commission expires: 5-31-2003



Mortgage holder of Lot 9 ; and Beneficiary of Development Deed of Trust,  
dated May 9, 2000, and recorded May 20, 2000:

First National Bank of Layton

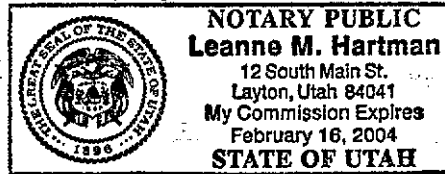
By [Signature]  
Name DAVID D. HANSEN  
Title V. P.

STATE OF Utah )  
COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of January, 2002,  
by David D. Hansen as Vice President of First National Bank of Layton.

WITNESS my hand and official seal:

[Signature]  
Notary Public  
My commission expires: 2-16-04



Trustee of Development Deed of Trust,  
dated May 9, 2000, and recorded May 20, 2000

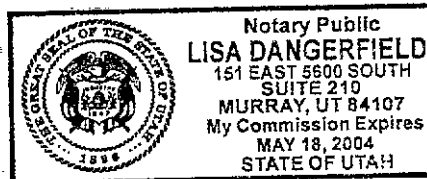
Bonneville Title Company

By Kaye H. Carler  
Name Kaye H. Carler  
Title Escrow Officer / manager

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2002,  
by Kaye H. Carler as Escrow Officer / Manager of Bonneville Title Company.

WITNESS my hand and official seal:

[Signature]  
Notary Public  
My commission expires: 5/18/04



Owner of Lot 3:

  
\_\_\_\_\_  
Anthony D. Morrill

  
\_\_\_\_\_  
Kathleen M. Morrill

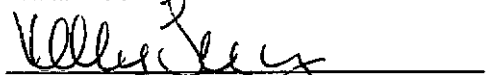
STATE OF Utah )

) ss.

COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 7 day of Jan, 2002  
by Anthony D. Morrill.

WITNESS my hand and official seal:

  
\_\_\_\_\_  
Notary Public  
My commission expires: 3-8-03



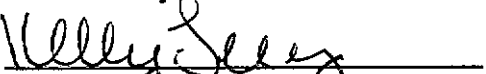
STATE OF Utah )

) ss.

COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 7 day of Jan, 2002  
by Kathleen M. Morrill.

WITNESS my hand and official seal:

  
\_\_\_\_\_  
Notary Public  
My commission expires: 3-8-03



Owner of Lot 4R:

Derek B. White

Derek B. White

Heidi L. White

Heidi L. White

STATE OF Utah )

COUNTY OF Davis )

ss.

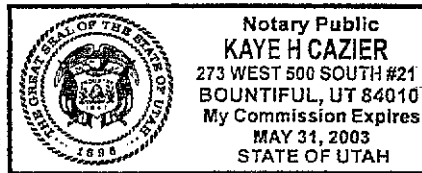
The foregoing instrument was acknowledged before me this 22 day of January, 2002 by Derek B. White.

WITNESS my hand and official seal:

Kaye H. Cazier

Notary Public

My commission expires: 5-31-2003



STATE OF Utah )

COUNTY OF Davis )

ss.

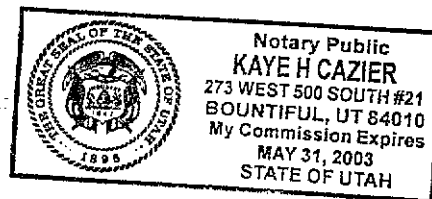
The foregoing instrument was acknowledged before me this 22 day of January, 2002 by Heidi L. White.

WITNESS my hand and official seal:

Kaye H. Cazier

Notary Public

My commission expires: 5-31-2003



Owner of Lot 5R:

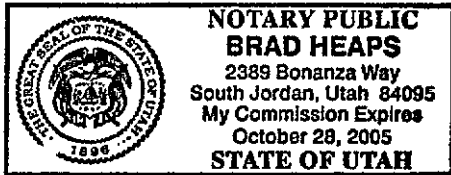
Richard Finlayson  
Richard Finlayson

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JAN., 2002,  
by Richard Finlayson.

WITNESS my hand and official seal:  
Brad Heaps

Notary Public  
My commission expires: 10.28.2005.



Mortgage holder for Lot 5R:

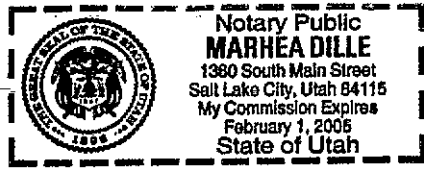
Salt Lake City Credit Union

By *Michael K. Moyses*  
Name MICHAEL K. MOYES  
Title EXEC VP

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2002  
by Mike Moyses as Vice president of Salt Lake City Credit Union.

WITNESS my hand and official seal:  
*Marhea Dille*  
Notary Public  
My commission expires: 2/01/05





Owner of Lot 6R:

Jon E. Bready  
Jon E. Bready

Stacie L. Bready  
Stacie L. Bready

STATE OF UTAH )

) ss.

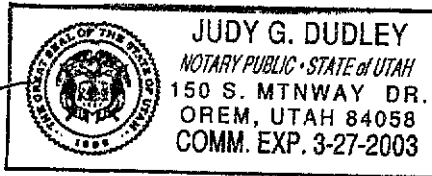
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 2nd day of January, 2002, by Jon E. Bready.

WITNESS my hand and official seal:

Judy G. Dudley  
Notary Public

My commission expires: 3-27-03



STATE OF UTAH )

) ss.

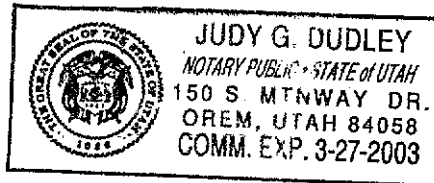
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 2nd day of January, 2002, by Stacie L. Bready.

WITNESS my hand and official seal:

Judy G. Dudley  
Notary Public

My commission expires: 3-27-03



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Mortgage holder of Lot 6R:

**Chase Manhattan Mortgage Corporation**

By *Tamara M. Aziz*  
Name Tamara M. Aziz  
Title Assistant Vice President



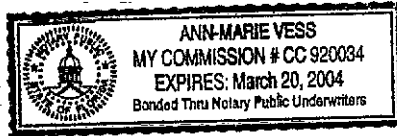
The foregoing instrument was acknowledged before me this 18th day of January, 2002,  
by Tamara M. Aziz as Assistant Vice Pres. of ~~Chase Manhattan Mortgage Corporation~~ Chase Manhattan Mortgage Corporation.

WITNESS my hand and official seal:

*Ann-Marie Vess*

Notary Public

My commission expires: \_\_\_\_\_



Owner of Lot 7R:

[Signature]  
Kevin M. Orgill

[Signature]  
Mindy T. Orgill

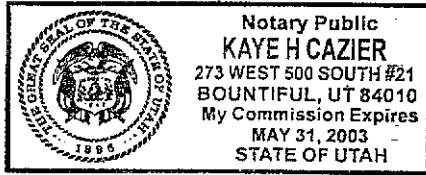
STATE OF Utah )

COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 22 day of January, 2002 by Kevin M. Orgill.

WITNESS my hand and official seal:

[Signature]  
Notary Public  
My commission expires: 5-31-2003



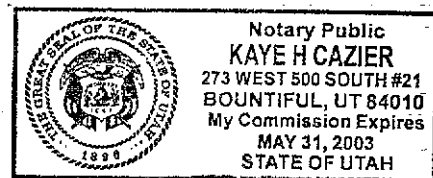
STATE OF Utah )

COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 22 day of February, 2002 by Mindy T. Orgill.

WITNESS my hand and official seal:

[Signature]  
Notary Public  
My commission expires: 5-31-2003



Owner of Lot 11:

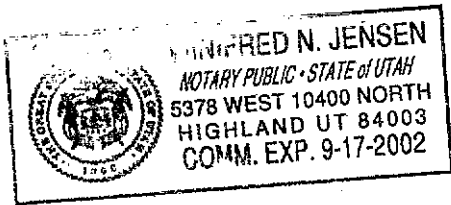
Ronald E. Jewett, Jr.  
Ronald E. Jewett, Jr.

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 22nd day of January, 2002,  
by Ronald E. Jewett, Jr.

WITNESS my hand and official seal:

Frederic N. Jensen  
Notary Public  
My commission expires: 9/17/2002



Owner of Lot 14:

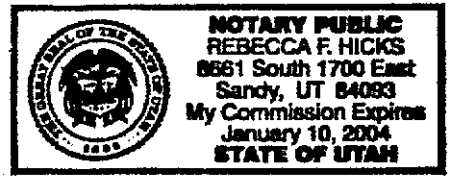
Reta W. Gardner  
Reta W. Gardner

STATE OF Utah  
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2002  
by Reta W. Gardner.

WITNESS my hand and official seal:

Rebecca F. Hicks  
Notary Public  
My commission expires: 01/10/04



Owner of Lot 16:

Darrell M. Ostler

Darrell M. Ostler

Susan E. Ostler

Susan E. Ostler

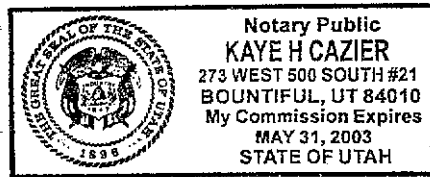
STATE OF Utah )

COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2001 ic  
by Darrell M. Ostler.

WITNESS my hand and official seal:

Kaye H. Cazier  
Notary Public  
My commission expires: 5-31-2003



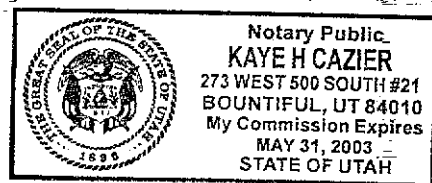
STATE OF Utah )

COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2001,  
by Susan E. Ostler.

WITNESS my hand and official seal:

Kaye H. Cazier  
Notary Public  
My commission expires: 5-31-2003



Owner of Lot 17R:

Lee J. Peacock  
 Lee J. Peacock

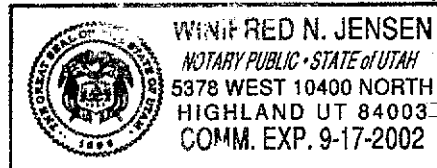
Catherin S. Peacock  
 Catherin S. Peacock

STATE OF UTAH )  
 ) ss.  
 COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2002,  
 by Lee J. Peacock.

WITNESS my hand and official seal:

Winifred N. Jensen  
 Notary Public  
 My commission expires: 9/17/2002

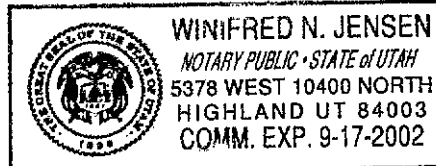


STATE OF UTAH )  
 ) ss.  
 COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2002,  
 by Catherine S. Peacock.

WITNESS my hand and official seal:

Winifred N. Jensen  
 Notary Public  
 My commission expires: 9/17/2002



THE PROPERTY IS LATER SOLD OR USED FOR RESIDENTIAL PURPOSES, THEN THE PORTION OF THE PROPERTY SOLD OR USED FOR RESIDENTIAL PURPOSES SHALL THEREAFTER BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY THE CC&R'S.

2. Architectural Consideration. Although Lot 2 is released from the covenants, conditions and restrictions of the CC&R's, the owner of Lot 2 is required to landscape, in a commercially reasonable manner, along the perimeter of any new building erected on the Property.

3. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one and the same document.

4. No Further Amendments. Except as specifically amended by this Amendment, the terms and conditions of the CC&R's shall remain unchanged and in full force and effect.

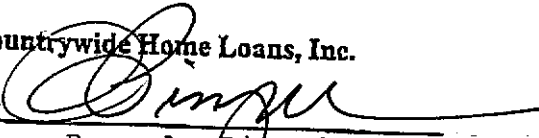
IN WITNESS WHEREOF, the Owners and Mortgagees have executed this Amendment as of the date first set forth above.

ENT 17271:2002 PG 16 of 17

Mortgage holder of Lot 17R:

Countrywide Home Loans, Inc.

By

  
Name Ronn A. Pisapia

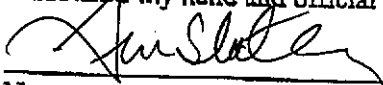
Title Vice President

STATE OF CALIFORNIA )

COUNTY OF VENTURA ) ss.

The foregoing instrument was acknowledged before me this        day of February, 2002, by Ronn A. Pisapia as Vice President of Countrywide Home Loans, Inc.

WITNESS my hand and official seal:

  
Notary Public

My commission expires: 05/25/2002





Owner of Lot 18:  
*Nicholas H. Franklin*  
Nicholas H. Franklin

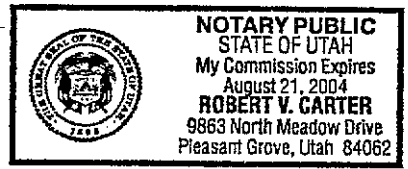
*Mindy L. Franklin*  
Mindy L. Franklin

STATE OF Utah )  
COUNTY OF Utah ) ss.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2002  
by Nicholas H. Franklin.

WITNESS my hand and official seal:

*Robert V. Carter*  
Notary Public  
My commission expires: aug. 21, 2004



STATE OF Utah )  
COUNTY OF Utah ) ss.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2002  
by Mindy L. Franklin.

WITNESS my hand and official seal:

*Robert V. Carter*  
Notary Public  
My commission expires: aug. 21, 2004

