

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Supplemental Declaration") is made this 12th day of February, 2002, by PRIME WEST DEVELOPERS, LC, a Utah limited liability company ("Original Declarant"); and WINDSOR PROPERTY INVESTMENTS, LC, a Utah limited liability company; ROBERT GRANT FARRER, an individual; and DONNA L. FARRER, an individual (collectively, together with Original Declarant, "Declarant").

RECITALS

A. Original Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated August 14, 2000, recorded on August 16, 2000, as Entry No. 64042:2000 in Book 0000 at Page 0000:0029 of the Official Records of Utah County, State of Utah. The Declaration pertains to certain real property commonly known as Canyon Cove Estates and more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Phase I"). All real property subject to the Declaration from time to time is referred to herein as the "Development". Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Declaration.

B. Article XI of the Declaration provides that the Declarant thereunder may annex into the Development any property adjacent to the Development by recordation of a Supplemental Declaration.

C. Declarant owns certain real property ("Phase II") located adjacent to Phase I and more particularly described on Exhibit B attached hereto and incorporated herein by this reference and depicted on a Subdivision Map recorded at the Office of the Recorder of Utah County, State of Utah.

D. Pursuant to Article XI of the Declaration, Declarant desires to annex Phase II into the Development and subject it to all the provisions of the Declaration, except as expressly set forth herein.

1. ANNEXATION

As of the date on which this Supplemental Declaration is recorded, all property included within Phase II is annexed into the Development and subjected to the provisions of the Declaration, all of which are hereby incorporated into this Supplemental Declaration as if such provisions were fully set forth herein, pursuant to Article XI of the Declaration, and the parties hereto hereby declare that all of the property included within Phase II is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the limitations, covenants, conditions, restrictions, and easements set forth in the Declaration, as the Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Development. The Owner of each Lot within Phase II shall have and be subject to all the rights, powers, and responsibilities of Owners under the provisions of the Declaration; provided, however, that the voting rights of the Owners of Lots within Phase II shall not commence until the date on which regular assessments are initially levied against such Lots.

2. REQUIREMENTS SPECIFIC TO PHASE II.

2.1 Notwithstanding the provisions of Subparagraph (f) of Section 6.02 of the Declaration, minimum dwelling sizes for dwellings constructed on Lots included within Phase II shall be as follows:

The ground floor area of any dwelling constructed on Lots containing 16,999 square feet or less, exclusive of garages and open porches, shall not be less than 2,000 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of more than one story; provided, however, that in any event, no two-story dwelling shall have less than 2,800 square feet of total above-grade living space, exclusive of garage and open porches. The ground floor area of any dwelling constructed on Lots containing 17,000 square feet or more, exclusive of garages and open porches, shall not be less than 2,250 square feet for a one-story dwelling, nor less than 1,600 square feet for a dwelling of more than one-story; provided, however, that in any event, no two-story dwelling shall have less than 3,000 square feet of total above-grade living space, exclusive of garage and open porches. The Committee may, in its absolute discretion, place a limit on the size of the dwelling.

Lots included within Phase I shall continue to be bound and governed by the requirements of Subparagraph (f) of Section 6.02 as set forth in the Declaration.

2.2 Notwithstanding the provisions of Subparagraph (h) of Section 6.02 of the Declaration, setbacks for houses constructed on Lots included within Phase II shall be as follows:

Houses shall be located (i) at least thirty-five feet (35') from the front curb line; (ii) at least twenty five feet (25') from the side curb line; (iii) at least ten feet (10') from the side lot line; and (iv) at least thirty feet (30') from

any rear lot line. Any exceptions to the foregoing setback requirements shall require the approval of the Committee.

Lots included within Phase I shall continue to be bound and governed by the requirements of Subparagraph (h) of Section 6.02 as set forth in the Declaration.

2.3 Notwithstanding anything to the contrary in the Declaration:

(a) the provisions of this Section 2 may be amended or modified only by a vote of a majority of the Owners of Lots included within Phase II present, in person or by proxy, at a meeting at which such vote is held; and

(b) the provisions of subparagraphs (f) and (h) of Section 6.02 of the Declaration may be amended or modified only by a vote of a majority of the Owners of Lots included within Phase I present, in person or by proxy, at a meeting at which such vote is held.

3. DECLARANT'S RIGHTS.

For purposes of the Declaration and this Supplemental Declaration, each party hereto shall be the Declarant, as that term is defined and used in the Declaration, with respect to the Lot(s) owned by such party, and shall have all the rights (including without limitation voting rights) and obligations of the Declarant under the Declaration with respect thereto.

4. GENERAL PROVISIONS

4.1 The provisions of this Supplemental Declaration shall continue in effect for so long as the Declaration continues in effect.

4.2 All provisions regarding remedies set forth in the Declaration shall be applicable for violations of the provisions of this Supplemental Declaration.

4.3 The provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provisions.

4.4 This Supplemental Declaration as well as any amendment hereto and any valid action or directive made pursuant thereto, shall be binding on each party hereto and on the Owners and their heirs, grantees, tenants, successors, and assigns.

4.5 The provisions of this Supplemental Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a planned development.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Declaration as of the date first set forth above.

PRIME WEST DEVELOPERS, LC,
a Utah limited liability company

By *Nathan Welch*

Name: Nathan Welch

Title: Manager

WINDSOR PROPERTY INVESTMENTS, LC,
a Utah limited liability company

By *Nathan Welch*

Name: Nathan Welch

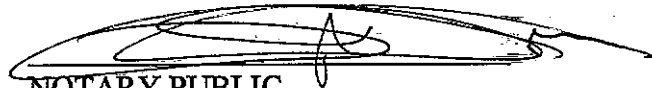
Title: Manager

Robert Grant Farrer
Robert Grant Farrer (AKA Robert Farrer), an individual

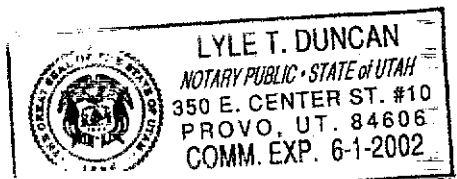
Donna E. Farrer
Donna E. Farrer (AKA Donna Farrer), an individual
lee

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 13 day of February, 2002, by Nathan Welch, Manager of Prime West Developers, LC, a Utah limited liability company.

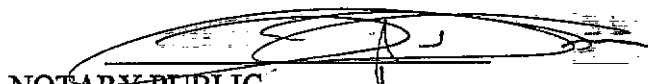

NOTARY PUBLIC
Residing at: Provo

My Commission Expires:
6-1-2002



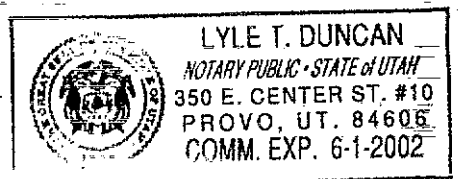
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 13 day of February, 2002, by Nathan Welch, Manager of Windsor Property Investments, LC, a Utah limited liability company.


NOTARY PUBLIC


Residing at: Provo, Utah

My Commission Expires:
6-1-2002



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

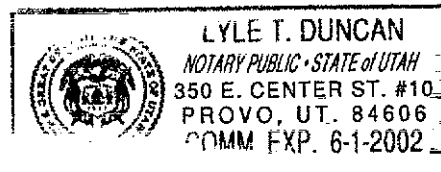
The foregoing instrument was acknowledged before me this 14 day of February, 2002, by Robert Grant Farrer, an individual


NOTARY PUBLIC

Residing at: Provo


My Commission Expires:

6-1-2002



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14 day of February, 2002, by Donna Lee Farrer, an individual


NOTARY PUBLIC

Residing at: Provo

My Commission Expires:

6-1-02

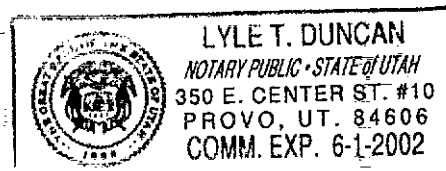


EXHIBIT A

Description of Phase I

That certain real property, located in Utah County, State of Utah and more particularly described as follows:

COVE ESTATES, Orem, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

EXHIBIT B

Description of Phase II

That certain real property, located in Utah County, State of Utah and more particularly described as follows:

Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, and 63 of COVE ESTATES PHASE II, Orem, Utah, according to the official plat thereof on file in the official records of Utah County Recorders Office, State of Utah.