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CALLEN PESHELL, Recorder
Filed By RGL
For RICHMOND AMERICAN HOMES
TOOELE COUNTY CORPORATION

WHEN RECORDED, PLEASE MAIL TO:

RICHMOND AMERICAN HOMES OF UTAH, INC.
c/o Neil L. Blackburn
3653 West 1987 South,
Building 7
Salt Lake City, Utah 84104

**EIGHTH AMENDMENT
TO THE
DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE VILLAGE AT COUNTRY CROSSING NEIGHBORHOOD, PHASE A, PLAT A,
THE COTTAGE AT COUNTRY CROSSING NEIGHBORHOOD, PHASE A, PLAT 1,
AND
A PORTION OF LAKESIDE SUBDIVISION NO. 3**

Dated March 27, 2003

NOTE: Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Declaration, unless otherwise specifically defined herein.

RECITALS

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated July 14, 2000, has been executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division (the "Grantor"), and duly recorded in the office of the Tooele County Recorder, State of Utah, on July 17th, 2000, as Entry No. 150033, in Book 0630, beginning at Page 0289 of Records (the "Original Declaration").

B. In order to correct an error in the description of the real property described in Article 1 A. of the Original Declaration, the Original Declaration was amended by that certain Amendment Correcting the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated August 3, 2000, executed by W.L. Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on October 2, 2000, as Entry No. 153404, in Book 0641, beginning at Page 0425 of Records (the "First Amendment").

C. The Original Declaration, as amended by the First Amendment, was amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated October 4, 2000, executed by W. L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes – Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on November 8, 2000 as Entry No. 155046, in Book 0646, beginning at Page 0614 of Records (the “Second Amendment”); and was amended by that certain Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated June 26, 2001, executed by W. L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes – Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on July 5, 2001, as Entry No. 165781, in Book 0690, beginning at Page 0857 of Records (the “Third Amendment”); and was amended by that certain Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated June 26, 2001, executed by W. L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes – Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on July 5, 2001, as Entry No. 169025, in Book 703, beginning at Page 447 of Records (the “Fourth Amendment”); and was amended by that certain Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated June 26, 2001, executed by W. L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes – Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on July 5, 2001, as Entry No. 173861, in Book 725, beginning at Page 800 of Records (the “Fifth Amendment”); and was amended by that certain Sixth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated June 26, 2001, executed by W. L. Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes – Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on July 5, 2001, as Entry No. 178366, in Book 743 beginning at Page 647 of Records (the “Sixth Amendment”); and was amended by that certain Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated July 23, 2002, executed by Richmond American Homes of Utah, Inc., a Colorado corporation, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on November 4, 2002, as Entry No. 190317, in Book 795 beginning at Page 19 of Records (the “Seventh Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment shall collectively be referred to as the “Declaration.”

D. The real property more particularly described in the Original Declaration as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment (collectively the "Property"), is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in the Declaration, as amended, to: (i) insure the enhancement and preservation of Property values, (ii) provide for the proper design, development, improvement and use of the Property by Grantor, and its successors-in-interest, and all other persons and entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality;

E. Section 11.01 of the Original Declaration expressly provides that Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property as the Grantor may deem appropriate, and the Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexations, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of the Original Declaration. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment, or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

F. Richmond American Homes of Utah, Inc., a Colorado corporation ("Richmond"), as the legal successor-in-interest to the Grantor, at this time desires to annex and bring this additional Property owned by it as hereinafter described (the "Annexation Property"), within the provisions of the Declaration, and to subject the Annexation Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes set forth in the Declaration.

G. The Annexation Property, situated adjacent to the Property in Tooele County, State of Utah, is being developed and platted as a separate and distinct subdivision and is more particularly described in Exhibit A attached.

NOW THEREFORE, pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, the Grantor hereby amends the Declaration, as amended, and declares that:

1. The Annexation Property as described in Recital G above, and each lot, tract or parcel thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (the "Covenants and Restrictions") set further in the Declaration, the terms and provisions of which are incorporated by this reference as though fully set forth herein.

2. There shall be no additional or different covenants and restrictions imposed by this Eighth Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and Restrictions set forth in the Declaration, be deleted or modified with respect to the Annexation Property.

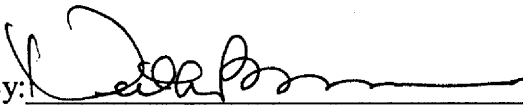
3. The Owners of Lots within the Annexation Property shall become Members of the Association with the same rights, privileges and obligations as all other Members.

4. The annexation of the Annexation Property hereto shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plats for the Property.

5. This Eighth Amendment to the Declaration is made pursuant to and in conformance with the provisions of this Section 11.01 of the Original Declaration and is expressly excluded from the requirements of Section 12.02 of the Original Declaration. Except for the amendment provided herein with respect to the annexation of the Annexation Property, the Declaration, as previously amended, remains in full force and effect and otherwise operates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, Richmond has executed this Eighth Amendment to the Declaration of the Covenants, Conditions, Restrictions and Easements for the Village at Country Crossing Neighborhood Phase A, Plat A, the Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3 as of the date first above written.

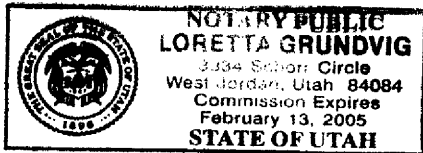
RICHMOND AMERICAN HOMES OF UTAH, INC.,
a Colorado corporation

By: 
Neil L. Blackburn
Vice President of Land

ACKNOWLEDGEMENT

State of Utah)
 SS
County of Salt Lake)

On this 25th day of April, 2003, personally appeared before me Neil L. Blackburn, who being by me duly sworn did say that he is the Vice President of Land of Richmond American Homes of Utah, Inc., a Colorado corporation, and that the foregoing instrument was signed on behalf of said corporation.



Loretta Grundvig
Notary Public

Exhibit AThe Village at Country Crossing Neighborhood, Phase 2A, Plat 3:

Commencing at the Center of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian and running North $89^{\circ}47'00''$ East along the quarter section line 1653.887 feet; thence South $00^{\circ}13'00''$ East perpendicular to said quarter section line 734.652 feet to that south corner common to Lots 134 and 145 of The Village at Country Crossing Neighborhood Phase A, Plat 2 as recorded in Book 703 at Page 446 in the office of the Tooele County Recorder said point also being the POINT OF BEGINNING; thence South $00^{\circ}12'47''$ East 370.000 feet; thence South $89^{\circ}47'13''$ West 10.128 feet; thence South $00^{\circ}12'47''$ East 100.000 feet to the northeast corner of Lot 30 of Pickel Lane at Country Crossing Neighborhood Phase 2A, Plat 4 as recorded in Book 710 at Page 102 in the office of the Tooele County Recorder; thence along the boundary of said Pickel Lane Phase 2A, Plat 4 subdivision the following two (2) courses: South $89^{\circ}47'13''$ West 452.583 feet; thence along a curve to the right having a radius of 200.000 feet with a central angle of $90^{\circ}00'00''$ (chord bears North $45^{\circ}12'47''$ West 232.843 feet) for an arc distance of 314.159 feet; thence North $00^{\circ}12'47''$ West 356.951 feet along the boundaries of said Pickel Lane Phase 2A, Plat 4 subdivision and The Cottage at Country Crossing Neighborhood Phase A, Plat 1 as recorded in Book 611 at Page 191 in the office of the Tooele County Recorder to the southwest corner of Lot 114 of The Village at Country Crossing Neighborhood Phase A, Plat 1 as recorded in Book 642 at Page 536 in the office of the Tooele County Recorder; thence along the southerly boundaries of said The Village Phase A, Plat 1 and The Village Phase A, Plat 2 the following five (5) courses: North $89^{\circ}47'13''$ East 100.000 feet; thence South $00^{\circ}12'47''$ East 36.951 feet; thence North $89^{\circ}47'13''$ East 402.710 feet; thence South $00^{\circ}12'47''$ East 50.000 feet; thence North $89^{\circ}47'13''$ East 150.000 feet to the POINT OF BEGINNING.

Containing 7.5920 Acres

Exhibit A (continued)Lakeside Subdivision Plat 4B:

A parcel of land located in the Northwest Quarter of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at a found monument marking the Southwest Corner of said Section 21 and running North $00^{\circ}25'20''$ West along the west line of said Section 21 for a distance of 4681.079 feet; thence North $89^{\circ}34'40''$ East perpendicular to said section line 1336.393 feet to the southwest corner of Lot 206 of Lakeside Subdivision No. 2B as recorded in Book 516 at Page 747 in the office of the Tooele County Recorder said point also being the POINT OF BEGINNING; thence North $77^{\circ}42'39''$ East 109.726 feet along the southerly boundary of said Lakeside Subdivision No. 2B to the west right-of-way line of Windsong Drive and a point on the westerly boundary of Lakeside Subdivision No. 3 as recorded in Book 95 at Page 31 in the office of the Tooele County Recorder; thence along said west right-of-way line and the westerly boundary of said Lakeside Subdivision No. 3 the following (4) four courses: along a non-tangent curve to the right having a radius of 366.525 feet, whose center bears South $77^{\circ}42'45''$ West, with a central angle of $50^{\circ}39'37''$ (chord bears South $13^{\circ}02'33''$ West 313.624 feet) for an arc distance of 324.078 feet; thence South $38^{\circ}22'22''$ West 149.380 feet; thence along a curve to the left having a radius of 785.000 feet, with a central angle of $15^{\circ}07'50''$ (chord bears South $30^{\circ}48'27''$ West 206.699 feet) for an arc distance of 207.301 feet; thence South $23^{\circ}14'32''$ West 146.056 feet to the northeast corner of Lot 1 of Parcel 1 of Lakeside Subdivision No. 4A as recorded in Book 749 at Page 298 in the office of the Tooele County Recorder; thence North $66^{\circ}45'28''$ West 109.460 feet along the northerly boundary line of said Parcel 1 of Lakeside Subdivision No. 4A; thence North $23^{\circ}14'32''$ East 145.770 feet; thence along a curve to the right having a radius of 895.000 feet, with a central angle of $15^{\circ}07'50''$ (chord bears North $30^{\circ}48'27''$ East 235.664 feet) for an arc distance of 236.350 feet; thence North $38^{\circ}22'22''$ East 149.380 feet; thence along a curve to the left having a radius of 256.530 feet, with a central angle of $50^{\circ}46'51''$ (chord bears North $12^{\circ}58'57''$ East 219.992 feet) for an arc distance of 227.361 feet to the POINT OF BEGINNING.

Containing 1.9924 Acres