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JUL 2 1974

Recorded
Request of SECURITY TITLE COMPANY
Fee Paid, JERADEAN MARTIN
Recorder, Salt Lake County, Utah
By Richard Prows Deputy

11:45A

SUPPLEMENTAL DECLARATION TO

THE DECLARATION OF CONDOMINIUM
OF LEXINGTON VILLAGE AT OLD FARM,
A PROSWOOD OPEN SPACE COMMUNITY
(PHASE No. 1)

SECURITY TITLE COMPANY
156 284

THIS SUPPLEMENTAL DECLARATION is made by Richard Prows, Inc., on the 21st day of June, 1974.

WHEREAS, on the 19th day of June, 1974, Richard Prows, Inc., as Declarant, (herein also "Declarant") filed for record in the office of the County Recorder of Salt Lake County, Utah, that certain instrument entitled "Declaration of Condominium of Lexington Village at Old Farm, a Proswood Open Space Community, Phase No. 1" (the Declaration) as Entry No. 2630434 in Book 3613, Page 454-489, and

WHEREAS, pursuant to the rights of Declarant reserved in paragraph 28 of the Declaration to amend the same, Declarant desires to amend the provisions of paragraph 24 thereof captioned "Well Property and Related Provisions" by inserting sub-paragraphs (c), (d), and (e) thereto as hereinafter set forth.

NOW, THEREFORE, Declarant does hereby supplement the provisions of said paragraph 24 of the Declaration by inserting the following sub-paragraphs:

"(c) Sale of Water for Project Irrigation. Richard Prows, Inc., (Prows), its successors and assigns, does hereby irrevocably reserve the right to sell all irrigation water needs of the Project from the Well Property during each and every year from the effective date hereof. The Management Committee, on behalf of all Unit Owners, shall purchase and pay for such water for so long as the well, or any enlargement thereof, produces water, subject to the right of Prows to sell water otherwise as hereinafter mentioned. The rate to be charged by Prows for such water shall never exceed the rate charged by the Salt Lake County Water Conservancy District (or any other body furnishing culinary water) for culinary water supplied to the Project. The quantity of water sold shall be computed from a time meter installed and maintained by Prows on the Well Property. All water charges shall be paid on a monthly, or other convenient basis, as prescribed by Prows to the Management Committee. The term Management Committee, as used in this sub-paragraph (c), shall also mean the Association, where the context so admits.

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"(d) Right to Sell Water Otherwise. Notwithstanding anything to the contrary herein contained, Prows shall have the right to sell water from the Well Property when not needed for said irrigation purposes of the Project to any other person or entity of such quantity, at such rate, and for such purposes as Prows may determine.

"(e) If Well Becomes Dry. In the event the well on the Well Property should become dry or become inadequate to meet the irrigation needs of the Project, then, and in such event, Prows shall, at its expense, furnish such labor and materials as may be required to properly connect the sprinkling system of the Project to the nearest culinary water main located in the Project."

The Declaration, except as herein amended, shall remain in full force and effect. This Supplemental Declaration shall become effective upon recording.

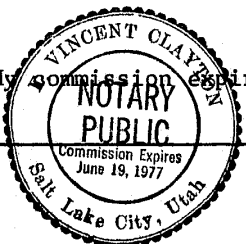
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed and its Seal to be affixed hereto on the date and year aforesaid.

RICHARD PROWS, INC.

By Richard S. Prows
Richard S. Prows,
President

STATE OF UTAH)
 : ss
County of Salt Lake)

On this 21ST day of June, 1974, personally appeared before me RICHARD S. PROWS, who being by me duly sworn, did say that he is the President of Richard Prows, Inc., a Utah corporation; that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors, and he duly acknowledged that said Corporation executed the same and that the Seal affixed is the Seal of said Corporation.

My commission expires: _____


Vincent Clayton
Notary Public, Residing
At Salt Lake City, Utah

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