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FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE ROSELANS SUBDIVISION

^{9th} THIS FIRST AMENDMENT TO DECLARATION made and executed this day of January, 1989, by ROSELANDS HOMEOWNERS' ASSOCIATION, a Utah non-profit corporation with its principal place of business located in Salt Lake City, State of Utah (hereinafter referred to as "Association").

RECITALS:

A. Association is the corporation designated to administer the affairs of The Roselans Subdivision as more particularly set forth in that certain Declaration of Covenants, Conditions and Restrictions of The Roselans Subdivision, dated October 31, 1988, and recorded in the Office of the Salt Lake County Recorder November 4, 1988 as Entry No. 469764, at Page 2563 in Book 6018 (the "Declaration").

B. Such Declaration relates to that certain real property located in Salt Lake County, State of Utah and more particularly described on Exhibit "A" attached hereto.

C. Association desires to amend the Declaration, all in accordance with the terms hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares as follows:

1. Section 10.10 is deleted in its entirety and the following is substituted in place thereof:

10.10. Reservation of Right to Buy. Declarant reserves the right to repurchase a Lot in accordance with the provisions hereof if construction of a Living Unit is not commenced within the following time periods. The purchaser of a Lot who purchases from the Declarant (the "First Purchaser"), shall have a period of five (5) years from the date of closing of such purchase (closing being defined as receipt of a deed to the Lot) to commence construction of a Living Unit upon such Lot. The purchaser of a Lot who purchases a Lot from a First Purchaser (the "Second Purchaser") shall have a period equal to the balance of the initial five (5) year period available to the First Purchaser plus an additional three (3) years from the date of closing to

REC-109 PAGE 739

commence construction of a Living Unit upon such Lot. The purchaser of a Lot who purchases a Lot from a Second Purchaser or any subsequent purchaser (the "Last Purchaser") shall have a period equal to the balance of the initial five (5) year period available to the First Purchaser or the balance of the three (3) year period available to the Second Purchaser, which ever is longer, plus an additional two (2) years from the date of closing to commence construction of a Living Unit upon such Lot. In the event that construction of a Living Unit is not commenced within the applicable period, Declarant shall have the right to repurchase such Lot upon the same terms and conditions, including but not limited to purchase price, as such Lot was originally sold by Declarant. In the event that Declarant elects to repurchase a Lot pursuant to the provisions of this Section 10.10, Declarant shall give written notice of its election to the then Owner of such Lot and such repurchase shall be closed within sixty (60) days after the date of such notice at a location acceptable to Declarant. Declarant's right to repurchase any Lot within the Development shall automatically terminate ten (10) years from the date of recording of this Declaration, provided that Declarant shall have the right to close the repurchase of any Lot for which notice of repurchase has been given to the Owner prior to the expiration of ten (10) years from recording.

2. The undersigned certify that the affirmative vote of at least two-thirds (2/3) of all Class A members has been obtained together with the consent of the Declarant and the Salt Lake County Attorney as a condition precedent to this amendment of the Declaration.

3. This Amendment shall be effective upon its recording in the Office of the Salt Lake County Recorder.

EXECUTED the day and year first above written.

ROSELANS HOMEOWNERS' ASSOCIATION

By Stephen Posner
Its PRESIDENT

CONSENT TO AMENDMENT GIVEN this ___ day of January, 1989.

ROSELANDS REAL ESTATE CORPORATION

By Stephen Posner
Its PRESIDENT

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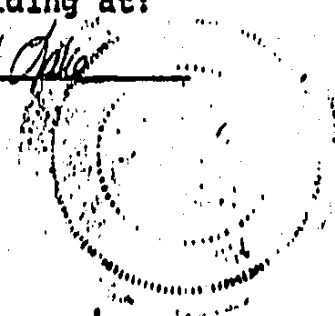
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 9th day of January, 1989, personally appeared before me Stephen Rosenblatt, who being by me duly sworn did say that he is the President of ROSELANS HOMEOWNERS' ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees and said Stephen Rosenblatt duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Kendra K. Montoya
NOTARY PUBLIC, Residing at:

My Commission Expires:
4-8-90

1543 W. 1300 S. Salt Lake
SLC. UT 84104



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 9th day of January, 1989, personally appeared before me Stephen Rosenblatt, who being by me duly sworn did say that he is the President of ROSELANDS REAL ESTATE CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Stephen Rosenblatt duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Kendra K. Montoya
NOTARY PUBLIC, Residing at:

My Commission Expires:
4-8-90

1543 W. 1300 S. Salt Lake
Salt Lake



EXHIBIT "A"

BEGINNING on the East line of 2300 East Street at a point which is North $00^{\circ}04'42''$ East along the Quarter Section line 957.654 feet and South $80^{\circ}57'18''$ East 25.056 feet from the County Monument at the South Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along said East Street line South $00^{\circ}04'42''$ West a distance of 920.744 feet to the North line of 6200 South Street (33 foot half width); thence along said North line South $89^{\circ}55'55''$ East 1534.400 feet, said point being South $89^{\circ}55'55''$ East along the Section Line 1559.156 feet and North $00^{\circ}04'05''$ East 33.000 feet from said South Quarter Corner of Section 15; thence along the Westerly line of the Theodore Block property North $02^{\circ}15'25''$ West 115.548 feet; thence North $06^{\circ}42'05''$ East 66.200 feet; thence North $07^{\circ}36'55''$ West 79.650 feet; thence North $13^{\circ}29'05''$ East 89.770 feet; thence North $00^{\circ}43'55''$ West 127.42 feet; thence North $24^{\circ}01'55''$ West 11.440 feet; thence North $68^{\circ}16'55''$ West 83.170 feet; thence North $78^{\circ}12'55''$ West 59.780 feet; thence South $57^{\circ}52'05''$ West 81.040 feet; thence South $83^{\circ}17'05''$ West 22.650 feet; thence North $33^{\circ}51'55''$ West 46.920 feet; thence North $77^{\circ}04'55''$ West 88.680 feet; thence North $03^{\circ}51'55''$ West 140.670 feet; thence North $00^{\circ}46'05''$ East 45.964 feet; thence North $89^{\circ}52'00''$ West 291.029 feet; thence North $00^{\circ}40'20''$ East 48.881 feet; thence North $78^{\circ}47'18''$ West 214.235 feet; thence South $19^{\circ}12'15''$ West 85.627 feet; thence North $81^{\circ}17'18''$ West 170.861 feet; thence North 80.000 feet; thence North $80^{\circ}57'18''$ West 500.619 feet to the point of beginning. Contains 26.194 acres, equals 23 lots.

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: D DANGERFIELD , DEPUTY

FOR 6109 PAGE 772