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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
COTTAGE COMMUNITIES-D LOWE
11818 S COTTAGE VIEW LN
DRAPER UT 84020
REC BY:Z JOHANSON ,DEPUTY - WI

FIRST SUPPLEMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE COTTAGES ON KIMBALL'S LANE, A PUD

(Phase III)

THIS FIRST SUPPLEMENT TO DECLARATION is made and executed effective the 21 day of ~~MAY, 1999~~ ~~MAY 1999~~, by COTTAGE DEVELOPMENT PARTNERS, L.C., a Utah limited liability company with its principal place of business located in Salt Lake City, State of Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. On or about the 4th day of October, 1996, Declarant made and executed that certain "Declaration of Covenants, Conditions and Restrictions of The Cottages on Kimball's Lane, a PUD, with respect to the certain real property located in Salt Lake County State of Utah, now known as The Cottages on Kimball's Lane (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 7th day of October, 1996, in Book 7506, beginning at Page 2306, as Entry No. 6474782.

B. Under the terms of the Declaration, Declarant reserved the right to add certain additional real properties (and Declarant's interests therein) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

C. Declarant is the record owner of that certain tract of real property more particularly described in Paragraph 1 of this Supplemental Declaration, which real property Declarant desires to subject to the terms and conditions of the Declaration.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Declarant hereby declares and certifies as follows:

1. Submission of Plat III. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration:

Beginning at a point which is South 89°53'40" West 990.15 feet and South 00°14'01" East 401.71 feet from the North Quarter corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence South 00°14'01" East 405.99 feet; thence North 89°59'03" West 52.29 feet; thence North 58°06'03" West 246.06 feet; thence West 39.41 feet; thence North 00°13'51" West 233.84 feet; thence East 129.69 feet; thence North 24.04 feet; thence East 156.72 feet; North 36°41'28" East 22.58 feet to the point of beginning. *More particularly described as lots # 21-A, 21-B, 22-A, 22-B, 23-A, 23-B, 24-A, 24-B, 25-A, 25-B, 26-A, 26-B, 27-A, 27-B, 28-A, 29-A*

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EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct a Living Unit on each and every Lot; (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) to develop and improve, as Declarant or its assignee, may in its sole discretion determine to be appropriate, each and every portion of the Expandable Land, irrespective of whether or not the particular portion of such Expandable Land developed or improved is or is to be part of The Cottages on Kimball's Lane. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Supplemental Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Such real property submitted to the terms of the Declaration by this Supplemental Declaration shall hereafter be known as "The Cottages on Kimball's Lane, Phase III."

2. The Cottages on Kimball's Lane, Phase III. The annexation of the real property described above as The Cottages on Kimball's Lane, Phase III, shall become effective upon the recordation in the office of the Salt Lake County Recorder of a Plat for such real property simultaneously with the recordation of this Supplemental Declaration.

3. Effect of Submission. Declarant declares that the annexed real property is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property and subject to the terms of the Declaration.

4. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Expandable Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1, the total number of Living Units when completed, will not exceed three hundred.

5. Effective Date. This Supplemental Declaration shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

COTTAGE DEVELOPMENT PARTNERS, L.C., a Utah limited liability company

By:

Its

Alvin F. Lewis
Managing Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

MAY, 1999

On the 2nd day of ~~December, 1998~~, personally appeared before me _____, who being by me duly sworn did say that he is the _____ of COTTAGE DEVELOPMENT PARTNERS, L.C., and that the within and foregoing instrument was signed on behalf of said Company by authority of a Resolution of its Members or in accordance with its Operating Agreement and said _____ duly acknowledged to me that said Company executed the same.

Penny L. Davis
NOTARY PUBLIC, Residing at:

My Commission Expires:

