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WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109

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08/25/1999 04:25 PM 125.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
BY: RDJ, DEPUTY - WI 11 P.

FIRST SUPPLEMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR FARMS AT TITHING HILL,
A UTAH CONDOMINIUM

This FIRST SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FARMS AT TITHING HILL is made and executed this 19th day of August, 1999, by WINDROSE CORPORATION and CHRYSALIS COMPANY, of 1081 W. Tithing Hill Place, Riverton, Utah 84065 (hereinafter referred to as the "Declarant").

RECITALS:

- A. The original Condominium Declaration for Tithing Hill Farm Condominiums Home Owners Association, Inc. was recorded April 21, 1998, as Entry No. 6936933, in Book 7953, at Page 136 in the office of the Salt Lake County Recorder in and for the State of Utah.
- B. The Amended and Restated Declaration of Condominium for Farms at Tithing Hill was recorded February 22, 1999, as Entry No. 7263349 in Book 8251 at Page 2901 in the office of the Salt Lake County Recorder in and for the State of Utah.
- C. The related Plat Map(s) for Phase I of the Project, as amended, has also been recorded in the office of the County Recorder of Salt Lake County, Utah.
- D. Under Article III, Section 46 of the Amended and Restated Declaration, Declarant reserved an option until the seven (7) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser to expand the Project in accordance with the Utah Condominium Ownership Act.
- E. Declarant is the fee simple owner of record of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A-3" attached hereto and incorporated herein by this reference (the "Phase III Property").
- F. Under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.
- G. Declarant desires to expand the Project by creating on the Phase III Property a residential condominium development as housing for older persons.

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H. Declarant now intends that the Phase III Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FARMS AT TITHING HILL, a Utah Condominium Project.

1. Supplement to Definitions. Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. "Activity Card" shall mean and refer to those certain cards which are issued by the Association and which confer upon the holder rights of access to and use of recreational facilities and other Common Areas within the Project (subject to the payment of admission fees or other user fees, if any there be, as may be established by the Management Committee from time to time).

B. "Age Qualified Occupant" shall mean and refer to any Person: (a) 19 years of age or older who owns and occupies a Dwelling Unit and was the original purchaser of the Dwelling Unit from the Declarant; or (b) 55 years of age or older who occupies a Dwelling Unit.

C. "Covenant to Share Costs" shall mean and refer to any declaration of easements, reciprocal use and maintenance agreement, and/or covenant to share costs agreement executed by Declarant or the Association and any third Person, recorded in the Office of the County Recorder, which creates easements for the benefit of the Association and the present and/or future owners of real property subject to such Covenant to Share Costs and/or which obligates the Association and such owners to share the costs of maintaining certain property described therein.

D. "First Supplement" or "First Supplemental Declaration" shall mean and refer to this First Supplement to the Amended and Restated Declaration of Condominium for Farms at Tithing Hill, a Utah Condominium Project.

E. "Phase III Map" shall mean and refer to the Supplemental Record of Survey Map for Phase III of the Project, prepared and certified to by Mark Neff of Neff Engineering, a duly registered Utah Land Surveyor holding Certificate No. 172065, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplemental Declaration.

F. "Neighborhood" shall mean and refer to any residential area within the Project which is designated as a Neighborhood, whether or not governed by a Neighborhood Association. By way of illustration and not limitation, the Phase I Units or the Phase III Units might each be designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type.

G. "Phase I and Phase III Recreational Amenities" shall mean and refer to certain

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real property and any improvements and facilities thereon in Phases I and/or III the Project intended for recreational or leisure use.

H. "Qualified Occupant" shall mean and refer to any of the following Persons occupying a Dwelling Unit: (a) any Age-Qualified Occupant; (b) any Person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant; and (c) any Person 19 years of age or older who occupied a Dwelling Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age-Qualified Occupant's occupancy thereof.

I. "Use Restrictions" shall mean and refer to the rules and use restrictions set forth below, as they may be modified, amended, repealed, canceled, limited, withdrawn or expanded.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. Article III, Section 6 (a) of the Declaration shall be amended to add the following provisions:

Age Restriction. This Project is intended to provide housing primarily for persons 55 years of age or older. The Project shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than 90 days in any calendar year. Persons between the ages of 19 and 55, inclusive, who purchase Units from the Declarant are permitted to occupy Dwelling Units; provided each Dwelling Unit, if occupied, shall be occupied by at least one Person 55 years of age or older; provided, once a Dwelling Unit is occupied by an Age-Qualified Occupant, other Qualified Occupants of that Dwelling Unit may continue to occupy that Dwelling Unit, regardless of the termination of the Age-Qualified Occupant's occupancy, if at least 80% of the Dwelling Units within the Project are occupied by at least one Person 55 years of age or older. In any event at all times, at least 80% of the Dwelling Units within the Project shall be occupied by at least one Person 55 years of age or older. The Management Committee may establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law. The Association shall provide, or contract for the provision of those facilities and services designed to meet the physical and social needs of older Persons as may be required under such laws. The Management Committee shall have the power and authority to enforce this Section by any legal or equitable means available, as the Management Committee deems appropriate.

3. Article III, Section 14 of the Declaration shall be amended to give the Management Committee the power and authority to adopt and enforce the following Use Restrictions:

n) Right to Make Use of Amenities Subject to Valid Activity Card. The power and authority to make it a requirement that access to and use of recreational facilities within the Project shall be subject to the presentation of a valid Activity Card issued by the Association.

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o) Right to Enter into Reciprocal Agreements. The power and authority to enter into a Reciprocal Use and Maintenance Agreements with adjacent land owners, phases, neighborhoods and developments.

4. The Declaration shall be amended, modified and changed in order to add the following provisions:

50. Activity Cards.

a) Issuance by the Management Committee. One Activity Card shall be allocated to each Qualified Occupant of a Unit, up to a maximum of two Activity Cards per Unit. No Activity Cards shall be allocated to any Unit which is not occupied by a Qualified Occupant. The Management Committee shall determine entitlement to Activity Cards on an annual basis. If the Unit continues to be occupied by a Qualified Occupant and all applicable assessments and other charges pertaining to the Unit have been paid, the Activity Card(s) allocated to such Unit shall be renewed annually without charge. The Management Committee may establish policies, limits, and charges with regard to the issuance of additional cards and guest privilege cards. Activity Cards may be issued to Persons who have signed binding contracts to purchase a Unit, subject to such policies as the Management Committee may determine from time to time, and to Persons entitled to receive Activity Cards pursuant to a Covenant to Share Costs.

b) Assignment of Rights. Except as may be expressly provided in a Covenant to Share Costs, the right to an Activity Card is based upon occupancy of a Unit. If, and so long as, a Unit is occupied solely by Persons other than the Owner, pursuant to a lease or otherwise then (1) the Owner shall not be entitled to receive an Activity Card, and (2) the right of any occupant to receive an Activity Card shall depend on his or her status as a Qualified Occupant. Any Owner who leases or otherwise transfers occupancy of his or her Unit shall provide the Association with immediate written notice thereof and shall surrender to the Association his previously issued Activity Card. Activity Cards shall be surrendered by any holder who ceases to occupy a Unit, or at any time upon written notification from the Association that the holder no longer is entitled to hold an Activity Card.

c) Issuance to the Declarant. As long as the Declarant owns any Property the Association shall provide the Declarant, free of charge, with as many Activity Cards as the Declarant, in its sole discretion, deems necessary for the purpose of marketing the Property. The Declarant may transfer the Activity Cards to prospective purchasers of Units subject to such terms and conditions as it, in its sole discretion, may determine. Activity Cards provided to the Declarant shall entitle the bearer to use all recreational facilities and other Common Areas (subject to the payment of greens fees, admission fees, or other use fees charged to Qualified Occupants holding Activity Cards).

51. Right to Use Phase I and Phase III Recreational Amenities.

a) Right to Use. Access to and use of any Phase I and/or Phase III Recreational Amenity is strictly subject to the rules and procedures as shall be established by the

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Management Committee from time to time. Subject to such rules and procedures, any Person allocated an Activity Card shall be permitted to enter and use any such Amenity. No Person automatically gains any right to enter or use any such Amenity by virtue of membership in the Association or the ownership or occupancy of a Unit. Rights to use such Amenities will be granted only to such Persons, and on such terms and conditions, as may be determined by the Management Committee. Except as otherwise agreed by any owner of a Private Amenity, such owners shall have the right~ from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions for use of their respective Private Amenities and to terminate use rights altogether. Except as provided herein, no representations or warranties, either written or oral, have been or are made by the Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of any such Amenity. No purported representation or warranty, written or oral, in conflict with this Section shall be effective without an amendment to this Declaration executed or joined into by the Declarant (so long as the Declarant owns any of the Property) or its successor in interest.

d) Cooperation. It is Declarant's intention that the Association, the Owners of Units in Phases I, II and III shall cooperate to the maximum extent possible in the operation of the Project and the Phase I and III Recreational Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard.

5. Legal Description. The real property described in Exhibit A-3 is hereby submitted to the provisions of the Act and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Supplemental Declaration:

6. Annexation. Declarant hereby declares that the Phase III Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplemental Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-3 subject to the functions, powers, rights, duties and jurisdiction of the Association.

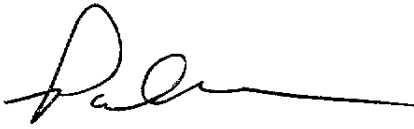
7. Total Number of Units Revised. As shown on the Phase III Map, a clubhouse, 26 additional Buildings and 79 additional Units are or will be constructed and/or created in the Project on the Phase III Property. The additional Building and Units are located within a portion of the Additional Land. Upon the recordation of the Phase III Map and this First Supplemental Declaration, the total number of Units in Phases I and III of the Project will be 95. The additional Building and Units are substantially similar in construction, design and quality to the Building and Units in Phase I.

8. Percentage Interest Revised. Pursuant to the Act and the Declaration, Declarant is required, with the additional Units, to reallocated the undivided percentages of ownership interest in the Common Areas and Facilities (the "Percentage Interests"). Exhibit "C" to the Declaration is deleted in its entirety and "Revised Exhibit 'C,'" attached hereto and incorporated herein by this reference, is substituted in lieu thereof. The Percentage Interests of the Units are set forth in Revised Exhibit "C."

9. Effective Date. The effective date of this First Supplemental Declaration and the Phase III Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

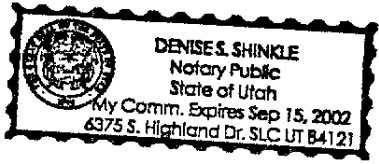
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

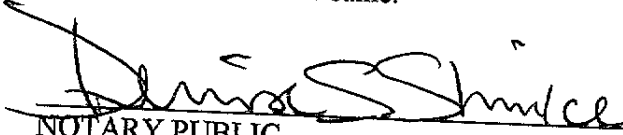
WINDROSE CORPORATION
By: RIVER RIDGE, L.C.

By: 
Title: Paul W. Nielson, Managing Partner
NIELSEN
VS PR

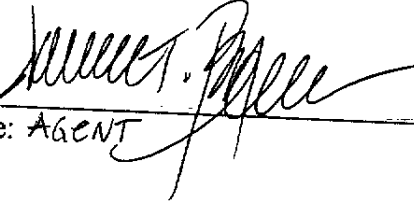
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 23 day of August, 1999, personally appeared before me Paul W. Nielson, who by me being duly sworn, did say that he is the Managing Partner of RIVER RIDGE, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of WINDROSE CORPORATION by authority of a resolution of its Board of Directors or Articles of Incorporation, and said Paul W. Nielson, as the Manging Partner of RIVER RIDGE, L.C., duly acknowledged to me that WINDROSE CORPORATION executed the same.




NOTARY PUBLIC
Residing at:
My Commission Expires:

CHRYSALIS COMPANY

By: 
Title: AGENT

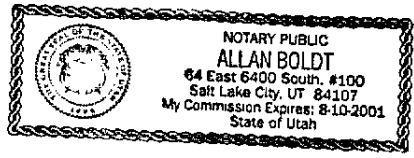
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 23 day of August, 1999, personally appeared before me Noel T. Ballstaedt who by me being duly sworn, did say that he is the owner of CHRYSALIS COMPANY, that

executed the above and foregoing instrument and that said instrument was signed in behalf of said company, and said Noel T. Ballstedt acknowledged to me that said company executed the same.

Allan Boldt

NOTARY PUBLIC
Residing at:
My Commission Expires:



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Exhibit "A"

Beginning at a point on the North boundary of a State Road, said point being located North 89 degrees 44'30" East along the section line 1125.235 feet and North 108.235 feet from the Southwest Corner of Section 26, Township 3 South Range 1 West, Salt Lake Base and Meridian; and running thence North 09 degrees 20'12" West along a fence line 593.21 feet to the Southern boundary line of Tithing Hill Farm Phase I, an amending of Tithing Hill Farm, Phase I Condominium Plat; thence the following five courses and distances along said boundary line: North 83 degrees 02'19" East 73.58 feet, South 09 degrees 20'12" East 78.17 feet, North 83 degrees 02'19" East 410.705 feet, North 18 degrees 59'11" West 196.66 feet, and South 83 degrees 02'19" West 0.577 feet to the Eastern most boundary line of the Neil M. Greco Property; thence along said boundary line North 06 degrees 19'39" West 456.658 feet to the centerline of a County road; thence along said centerline the following two courses and distances: North 86 degrees 59'46" East 38.258 feet, and North 75 degrees 50'36" East 110.621 feet to the Western boundary line of Tithing Hill Farm Phase 2 Condominium Plat; thence the following three courses and distances along said boundary line: South 31 degrees 59'09" East 151.64 feet, East 126.50 feet, North 43 degrees 29'36" East 497.285 feet to a point on a 185.507 foot radius curve to the left (bearing to center is South 72 degrees 31'26" West), a delta angle of 36 degrees 45'07", an arc distance of 118.991 feet; a chord bearing of North 35 degrees 51'07" West, a chord distance of 116.962 feet; thence North 43 degrees 40'34" West 48.989 feet to the centerline of a County road; thence North 46 degrees 19'26" East 55.247 feet; thence North 72 degrees 14'21" East 87.990 feet; thence South 73 degrees 56'30" East 594.18 feet to the center of a Bridge being on the West bank of the Jordan River; thence along the following thirteen courses and distances along said West bank: South 29 degrees 16'19" West 85.80 feet, South 25 degrees 45'02" West 190.43 feet, South 37 degrees 50'34" West 107.50 feet, South 40 degrees 19'30" West 91.90 feet, South 72 degrees 47'27" West 63.12 feet, South 79 degrees 05'09" West 120.21 feet, South 89 degrees 57'17" West 71.26 feet, South 57 degrees 25'35" West 113.73 feet, South 43 degrees 32'30" West 60.28 feet, South 32 degrees 59'15" West 79.80 feet, South 02 degrees 26'38" West 244.05 feet, South 07 degrees 49'50" West 108.99 feet, and South 86 degrees 18'48" West 55.07 feet; thence South 04 degrees 36'37" East 167.380 feet to the North boundary of a State Road; thence the following three courses and distances along said North boundary: South 68 degrees 38'24" West 317.51 feet to a right of way monument, South 64 degrees 21'19" West 554.86 feet to a right of way monument, and South 76 degrees 48'36" West 26.78 feet to the point of beginning.

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REVISED EXHIBIT "C"
 PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Par Value</u>
1	1	1	1.053	100
1	1	2	1.053	100
1	1	3	1.053	100
1	1	4	1.053	100
1	2	5	1.053	100
1	2	6	1.053	100
1	2	7	1.053	100
1	2	8	1.053	100
1	3	9	1.053	100
1	3	10	1.053	100
1	4	11	1.053	100
1	4	12	1.053	100
1	5	13	1.053	100
1	5	14	1.053	100
1	5	15	1.053	100
1	5	16	1.053	100
3	301	1	1.053	100
3	301	2	1.053	100
3	301	3	1.053	100
3	301	4	1.053	100
3	302	1	1.053	100
3	302	2	1.053	100
3	302	3	1.053	100
3	302	4	1.053	100
3	303	1	1.053	100
3	303	2	1.053	100
3	304	1	1.053	100
3	304	2	1.053	100
3	304	3	1.053	100
3	304	4	1.053	100

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3	305	1	1.053	100
3	305	2	1.053	100
3	305	3	1.053	100
3	306	1	1.053	100
3	306	2	1.053	100
3	307	1	1.053	100
3	307	2	1.053	100
3	307	3	1.053	100
3	309	1	1.053	100
3	309	2	1.053	100
3	309	3	1.053	100
3	309	4	1.053	100
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3	314	2	1.053	100
3	314	3	1.053	100
3	314	4	1.053	100
3	315	1	1.053	100
3	315	2	1.053	100
3	315	3	1.053	100
3	315	4	1.053	100
3	316	1	1.053	100
3	316	2	1.053	100
3	316	3	1.053	100

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3	318	1	1.053	100
3	318	1	1.053	100
3	401	1	1.053	100
3	401	2	1.053	100
3	401	3	1.053	100
3	401	4	1.053	100
3	402	1	1.053	100
3	402	2	1.053	100
3	402	3	1.053	100
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3	408	3	1.053	100
3	409	1	1.053	100
3	409	2	1.053	100
3	410	1	1.053	100
3	410	2	1.053	100
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TOTAL:	31	95	100.0%	9500

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