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11/27/2001 09:36 AM 156.00  
Book - 8531 Pg - 4043-4057  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
BY: RDJ, DEPUTY - W1 15 P.

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
2595 East 3300 South  
Salt Lake City, Utah 84109  
(801) 485-1555

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**THIRD SUPPLEMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM FOR FARMS AT TITHING HILL,  
AN EXPANDABLE UTAH CONDOMINIUM PROJECT**

This THIRD SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR FARMS AT TITHING HILL, dated for reference November 26, 2001, is made and executed by JORDAN PINES TOWNHOMES, L.C., 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. The First Supplement to the Amended and Restated Declaration of Condominium for Farms at Tithing Hill was recorded on the 25th day of August, 1999 as Entry No. 7451537 in Book 8304 at Page 7524 in the office of the Salt Lake County Recorder in and for the State of Utah.
- E. The related Plat Map(s) for Phase III of the Project, as amended, has also been recorded in the office of the County Recorder of Salt Lake County, Utah.
- F. The Second Supplement to the Amended and Restated Declaration of Condominium for Farms at Tithing Hill was recorded on the 2nd day of April, 2001, as Entry No. 7860227 in Book 8441 at Page 5735 in the office of the Salt Lake County Recorder in and for the State of Utah.
- E. The related Plat Map(s) for Phase II of the Project, as amended, has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

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F. Under Article III, Section 46 of the 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 Act.

G. 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-4" attached hereto and incorporated herein by this reference (the "Phase IV Property").

H. 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.

I. Declarant desires to expand the Project by creating on the Phase IV Property a residential condominium development.

J. Declarant now intends to submit Phase IV to the Act and the Declaration.

K. Declarant now intends that the Phase IV Property shall become subject to the provisions, covenants, conditions and restrictions of the Act and the Declaration.

L. All of the voting requirements to expand the Project have been satisfied.

M. A list of all Phases, Buildings, Units and Parcels affected by this document are attached hereto, marked Revised Exhibit "C" and incorporated herein by this reference.

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

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

a. "Amenity Agreement" shall mean and refer to any declaration of easement, cross easement, reciprocal use agreement, use agreement, or the like which allows or obligates the Association and a Person other than the Association to share the use and/or maintenance costs of such improvements, amenities and facilities.

b. "Covenant to Share Costs" shall mean and refer to any agreement or provision which requires the parties to share costs.

c. "Historic Space Agreement" shall mean and refer to an agreement which sets forth improvements and activities on land which shall be permitted and/or prohibited in order to maintain an existing and agreed upon use. For example and by way of illustration and not limitation, the Historic Properties shall be subject to an Historic Space Agreement in a form acceptable to

Declarant.

d. "Phase IV Map" shall mean and refer to the Record of Survey Map for Phase IV 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 the Third Supplemental Declaration.

e. "Private Amenity" shall mean and refer to certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Project, which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise. For example by way of illustration and not limitation, any historic farm, garden or grainery and all related and supporting facilities and improvements which are owned and operated by Persons other than the Association shall be a Private Amenity. Any property constituting a Unit or Common Area hereunder shall not be a Private Amenity. The Historic Properties are Private Amenities.

f. "Third Supplement to the Declaration" shall mean and refer to this Third Supplement to the Amended and Restated Declaration of Condominium for Farms at Tithing Hill, an expandable Utah condominium project.

g. "User Fee" shall mean and refer to a reasonable charge for the privilege to use amenities, such as the Clubhouse, Swimming Pool or a Private Amenity.

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

2. Sewer System. The Association shall be responsible to maintain, repair and replace all sewer laterals within the Project, including without limitation liability for any sewer lateral backups. The sewer laterals shall be part of the Area of Common Responsibility and the cost thereof shall be a Common Expense to be paid for by the Association. There may be lots, units or buildings, as noted on the Plat Map, with a shallow sewer line. On each such property, the builder or contractor must field verify sewer depths before excavating for a basement. Dwellings or buildings with a basement may not have sewer service available to the basement area.

3. Private Amenities. The Association shall have the authority and power to enter into an Amenity Agreement, which may include a Covenant to Share Costs or an obligation to pay a User Fee, with a Private Amenity.

4. Amenity Agreement. The Association shall have the authority and power to enter into an Amenity Agreement, which may include a Covenant to Share Costs or an obligation to pay a User Fee, with adjoining property owners or other third Persons.

5. Historic Space Agreement. The Association shall have the authority and power to enter into Historic Space Agreements, which may include a Covenant to Share Costs or an obligation

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to pay a User Fee, with adjoining property owners or other third Persons.

6. Grant of Right to Use Common Area Facilities and Recreational Amenities.

Declarant hereby grants to the owners of the following two parcels of real property the perpetual right to use the Common Areas and Facilities of the Project and other Private Amenities, subject to (a) the Project Documents, (b) reasonable use restrictions, and (c) such reasonable Covenant to Share Costs or obligation to pay a User Fee, as the Association or the owner of the Private Amenity may impose or establish from time to time:

a. Pheasant Ridge Estates Property

Lot 1, Pheasant Ridge Estates, Phase II, according to the official plat thereof on file in the Office of the County Recorder of Salt Lake County, Utah; and

b. Greco Property

Beginning at a point North 1316.236 feet and 1195.191 feet from the Southwest Corner of Section 26, Township 3 South, Range 1 West, Salt Lake Base and Meridian; (Basis of Bearing being North 89° 44' 30" East along the Section line) thence North 89° 48' 56" East a distance of 150.051 feet to a point; thence North 86° 59' 46" East a distance of 62.330 feet to a point on the boundary of Farms at Tithing Hill Phase 3, thence South 06° 19' 39" East a distance of 256.789 feet to a point on the boundary of Farms at Tithing Hill Phase 1; thence South 81° 25' 23" West a distance of 122.092 feet to a point; thence South 86° 05' 19" West a distance of 70.184 feet to a point; thence North 83° 46' 13" West a distance of 30.761 feet to a point; thence North 04° 03' 55" West a distance of 271.817 feet to the point of beginning.

This grant shall run with the land.

7. Legal Description. The real property described in Exhibit A-4 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 Third Supplement to the Declaration:

8. Annexation. Declarant hereby declares that the Phase IV Property shall be annexed to and become subject to the Declaration, which upon recordation of this Third Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-4 subject to the functions, powers, rights, duties and jurisdiction of the Association.

9. Total Number of Units Revised. As shown on the Phase IV Map, four (4) Building(s) and fourteen (14) Units are or will be constructed and/or created in the Project on the Phase IV Property.

10. Percentage Interest Revised. Pursuant to the Act and the Declaration, Declarant is

required, with the additional Units, to reallocate the undivided percentages of ownership interest in the Common Areas and Facilities (the "Percentage Interests"). The Percentage Interests of each of the Units is set forth in Revised Exhibit "C".

11. Credits. The Historic Space Agreement or any other provision notwithstanding, Declarant hereby expressly reserves all tax and other credits arising out of, appurtenant, or related to the Historic Properties, Parcels No. 3 and No. 4, as shown on the Plat, which, as Private Amenities, are not submitted to the Act or Declaration hereby.

Adopted and executed by Declarant the day and year first above-written.

JORDAN PINE TOWNHOMES, L.C.,  
a Utah limited liability company

By: Tenor Corporation, Member

By:   
Name: Bryson D. Garbett  
Title: President

By: Gad Way Investments, Ltd., Member

By:   
Name: Bryson D. Garbett  
Title: Trustee, or his successor in trust  
Under the BRYSON D. & JAN V.  
GARBETT LIVING TRUST,  
dated February 13, 1996 (a  
Revocable Trust)

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**ACKNOWLEDGEMENT**

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

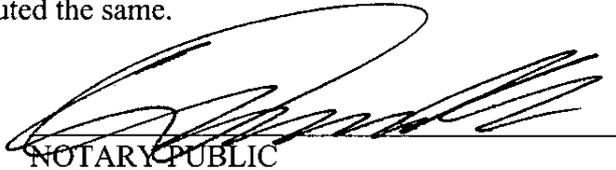
On the \_\_\_ day of November, 2001, personally appeared before me Bryson D. Garbett, who by me being duly sworn, did say that he is the:

President of Tenor Corporation; and

General Partner, as Trustee under the Bryson D. & Jan V. Garbett Living Trust, dated February 13, 1996, of Gad Way Investments, Ltd.

and that:

Tenor Corporation and Gad Way Investments, Ltd. are the Members of JORDAN PINE TOWNHOMES, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company by authority of a resolution of its Members or Articles of Organization, and said Bryson D. Garbett, in his capacities noted, duly acknowledged to me that said company executed the same.



NOTARY PUBLIC  
Residing at: *Sandy, UT*  
My Commission Expires: *9/14/04*



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**EXHIBIT "A-4"**

**THE FARMS AT TITHING HILL, PHASE IV  
LEGAL DESCRIPTION**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at a point which is North 1065.87' and East 1012.187' from the Southwest corner Section 26, Township 3 South, Range 1 West, SLB&M (Basis of Bearing being N 89°44'30" E along the Section line) Running thence the following courses: N 83°34'50" E a distance of 200.462'. Thence S 04°03'55" E a distance of 43.293'; thence S 83°46'13" E a distance of 30.761'; thence N 86°05'19" E a distance of 70.184'; thence N 81°25'23" E a distance of 122.104'; thence S 08°79'39" E a distance of 199.869'; thence S 03°02'19" W a distance of 407.678'; thence N 09°20'12" W a distance of 257.518' to the point of beginning.

Containing: 92522 square feet or 2.124 acres

*27-26-354-021,-022*

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**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF PRIVATE AMENITIES**  
**THE HISTORIC PROPERTIES**

The land referred to in the foregoing document as Private Amenities or Historic Properties subject to an Historic Space Agreement is located in Salt Lake County, Utah and is described more particularly as follows:

**PARCEL NO. 3**

Beginning at a point which is North 1170.22' and East 995.03' from the Southwest corner Section 26, Township 3 South, Range 1 West, Salt Lake Base & Meridian. (Basis of Bearing being N 89° 44' 30" E along the Section Line) Running thence the following courses; N 84° 56' 05" E a distance of 210.040'; thence S 04° 03' 55" E a distance 100.728'; thence S 83° 34' 50" W a distance of 200.462; thence N 09° 20' 12" W a distance of 105.744' to the point of beginning.

Containing: 21162 square feet or 0.486 acres

**PARCEL NO. 4**

Beginning at a point which is North 1285.53' and East 976.07' from the Southwest corner Section 26, Township 3 South, Range 1 West, Salt Lake Base & Meridian. (Basis of Bearing being N 89° 44' 30" E along the Section Line) Running thence the following courses; N 89° 48' 56" E a distance of 221.249'; thence S 04° 03' 55" E a distance of 97.731'; thence S 84° 56' 05" W a distance of 210.040'; thence N 09° 20' 07" W a distance of 116.865' to the point of beginning.

Containing: 23026 square feet or 0.529 acres.

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
1	1	1	0.8403%	27-26-355-018
1	1	2	0.8403%	27-26-355-019
1	1	3	0.8403%	27-26-355-020
1	1	4	0.8403%	27-26-355-021
1	2	5	0.8403%	27-26-355-022
1	2	6	0.8403%	27-26-355-023
1	2	7	0.8403%	27-26-355-024
1	2	8	0.8403%	27-26-355-025
1	3	9	0.8403%	27-26-355-026
1	3	10	0.8403%	27-26-355-027
1	4	11	0.8403%	27-26-355-028
1	4	12	0.8403%	27-26-355-029
1	5	13	0.8403%	27-26-355-030
1	5	14	0.8403%	27-26-355-031
1	5	15	0.8403%	27-26-355-032
1	5	16	0.8403%	27-26-355-033

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
2		1	0.8403%	27-26-378-001
2		2	0.8403%	27-26-378-002
2		3	0.8403%	27-26-378-003
2		4	0.8403%	27-26-378-004
2		5	0.8403%	27-26-378-005
2		6	0.8403%	27-26-378-006
2		7	0.8403%	27-26-378-007
2		8	0.8403%	27-26-378-008
2		9	0.8403%	27-26-378-009
2		10	0.8403%	27-26-378-010

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
3	301	1	0.8403%	27-26-379-001
3	301	2	0.8403%	27-26-379-002
3	301	3	0.8403%	27-26-379-003
3	301	4	0.8403%	27-26-379-004
3	302	1	0.8403%	27-26-379-005
3	302	2	0.8403%	27-26-379-006
3	302	3	0.8403%	27-26-379-007
3	302	4	0.8403%	27-26-379-008
3	303	1	0.8403%	27-26-379-009
3	303	2	0.8403%	27-26-379-010
3	304	1	0.8403%	27-26-379-011
3	304	2	0.8403%	27-26-379-012
3	304	3	0.8403%	27-26-379-013
3	304	4	0.8403%	27-26-379-014
3	305	1	0.8403%	27-26-379-015
3	305	2	0.8403%	27-26-379-016
3	305	3	0.8403%	27-26-379-017
3	306	1	0.8403%	27-26-379-018
3	306	2	0.8403%	27-26-379-019
3	307	1	0.8403%	27-26-379-020
3	307	2	0.8403%	27-26-379-021
3	307	3	0.8403%	27-26-379-022
3	309	1	0.8403%	27-26-379-023
3	309	2	0.8403%	27-26-379-024
3	309	3	0.8403%	27-26-379-025
3	309	4	0.8403%	27-26-379-026

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
3	310	1	0.8403%	27-26-379-027
3	310	2	0.8403%	27-26-379-028
3	310	3	0.8403%	27-26-379-029
3	311	1	0.8403%	27-26-379-030
3	311	2	0.8403%	27-26-379-031
3	312	1	0.8403%	27-26-379-032
3	312	2	0.8403%	27-26-379-033
3	312	3	0.8403%	27-26-379-034
3	313	1	0.8403%	27-26-379-035
3	313	2	0.8403%	27-26-379-036
3	313	3	0.8403%	27-26-379-037
3	314	1	0.8403%	27-26-379-038
3	314	2	0.8403%	27-26-379-039
3	314	3	0.8403%	27-26-379-040
3	314	4	0.8403%	27-26-379-041
3	315	1	0.8403%	27-26-379-042
3	315	2	0.8403%	27-26-379-043
3	315	3	0.8403%	27-26-379-044
3	315	4	0.8403%	27-26-379-045
3	316	1	0.8403%	27-26-379-046
3	316	2	0.8403%	27-26-379-047
3	316	3	0.8403%	27-26-379-048
3	318	1	0.8403%	27-26-379-049
3	318	2	0.8403%	27-26-379-050
3	401	1	0.8403%	27-26-379-051
3	401	2	0.8403%	27-26-379-052
3	401	3	0.8403%	27-26-379-053
3	401	4	0.8403%	27-26-379-054

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
3	402	1	0.8403%	27-26-379-055
3	402	2	0.8403%	27-26-379-056
3	402	3	0.8403%	27-26-379-057
3	403	1	0.8403%	27-26-379-058
3	403	2	0.8403%	27-26-379-059
3	403	3	0.8403%	27-26-379-060
3	403	4	0.8403%	27-26-379-061
3	404	1	0.8403%	27-26-379-062
3	404	2	0.8403%	27-26-379-063
3	404	3	0.8403%	27-26-379-064
3	405	1	0.8403%	27-26-379-065
3	405	2	0.8403%	27-26-379-066
3	405	3	0.8403%	27-26-379-067
3	405	4	0.8403%	27-26-379-068
3	406	1	0.8403%	27-26-379-069
3	406	2	0.8403%	27-26-379-070
3	407	1	0.8403%	27-26-379-071
3	407	2	0.8403%	27-26-379-072
3	408	1	0.8403%	27-26-379-073
3	408	2	0.8403%	27-26-379-074
3	408	3	0.8403%	27-26-379-075

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Parcel No.</u>
3	409	1	0.8403%	27-26-379-076
3	409	2	0.8403%	27-26-379-077
3	410	1	0.8403%	27-26-379-078
3	410	2	0.8403%	27-26-379-079

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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>
4	501	1	0.8403%
4	501	2	0.8403%
4	501	3	0.8403%
4	501	4	0.8403%
4	502	1	0.8403%
4	502	2	0.8403%
4	502	3	0.8403%
4	503	1	0.8403%
4	503	2	0.8403%
4	503	3	0.8403%
4	502	1	0.8403%
4	502	2	0.8403%
4	502	3	0.8403%
4	502	4	0.8403%
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TOTAL:		119	100.0%