

9159201

AFTER RECORDING PLEASE RETURN TO:
SunCrest, L.L.C.
Attn: Ed Grampp
2021 East Village Green Circle
Draper, Utah 84020

ENT 99023:2004 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Aug 27 11:31 pm FEE 24.00 BY SS
RECORDED FOR FIRST AMERICAN TITLE CO

7/12

**FIRST AMENDMENT
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT
TO ADD ADDITIONAL LAND
TO
THE DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
SUNCREST, A PLANNED COMMUNITY**

9159201
08/30/2004 02:23 PM \$94.00
Book - 9031 Pg - 4429-4435
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: KAM, DEPUTY - WI 7 P.
First American Title

(TO DESIGNATE THE OWNER OF LOT 58 IN DEER RIDGE NO. 2 AS A BENEFITED OWNER)

THIS FIRST AMENDMENT to Supplemental Declaration and Amendment to Add Additional Land to the Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, A Planned Community (this "Amendment"), is executed pursuant to the provisions of the Declaration described in Recital "B" below by SunCrest, L.L.C., a Delaware limited liability company ("Declarant") (f/k/a DAE/Westbrook, L.L.C., a Delaware limited liability company ("DAE/Westbrook")).

WITNESSETH:

A. Declarant was formerly known as DAE/Westbrook and it properly changed its name to SunCrest, L.L.C. Declarant has the power to execute this Supplemental Declaration pursuant to the provisions of the Declaration described in Recital "B" below.

B. On December 28, 1999, Declarant recorded with the Recorder of Salt Lake County, Utah, that certain Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community as Entry No. 7543075 at Book 8332, Page 4708, which Declaration Declarant also recorded with the Recorder of Utah County, Utah on December 22, 2000, as Entry No. 101565:2000 ("Original Declaration"), covering the initial real property and improvements situated in Salt Lake County, Utah, more particularly described in Exhibit "A" attached thereto ("SunCrest").

C. On October 11, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, a First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community as Entry No. 8383413 at Book 8664, Page 2560, which First Amendment Declarant also recorded with the Recorder of Utah County, Utah on August 14, 2002 as Entry No. 93174:2002 ("First Amendment").

D. On May 24, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of DEER RIDGE NO. 2 AT SUNCREST as Entry No. 8242797 at Book

BK 9031 PG 4429

2002P, Page 120, which Official Plat Declarant also recorded with the Recorder of Utah County, Utah on June 24, 2002, as Entry No. 71094:2002 ("Deer Ridge No. 2 Plat").

E. On October 11, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, that certain Supplemental Declaration and Amendment to Add Additional Land to the Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community, as Entry No. 8383316 at Book 8664, Page 2321, which Supplemental Declaration Declarant also recorded with the Recorder of Utah County, Utah on August 13, 2002, as Entry No. 93075:2002 ("Deer Ridge No. 2 Supplemental Declaration")

F. The Original Declaration, as amended and supplemented pursuant to the First Amendment, the Deer Ridge No. 2 Supplemental Declaration, this Amendment, and as amended and supplemented pursuant to certain other Supplemental Declarations that Declarant has or may in the future record against various projects, Lots, Parcels and Neighborhoods within SunCrest, is collectively referred to as the "Declaration," which term shall, for all purposes thereof or of any related document, mean and refer to the Original Declaration as so amended, supplemented, or otherwise modified.

G. Joseph B. Sepulveda is the fee and equitable Owner of Lot 58 situated adjacent to Limited Use Driveway Lot E ("LUD Lot E") located within Deer Ridge No. 2 as depicted on the Deer Ridge No. 2 Plat. The Owner of Lot 58 and Declarant have determined that Lot 58 is benefited by the LUD Lot E and that the LUD Lot E provides access to such Lot 58.

H. Section 1.87 of the Declaration, as particularly described in the First Amendment, provides that a Benefited Owner may be specifically described and identified in the Declaration, a Neighborhood Declaration, a Supplemental Declaration or a Plat. In addition, pursuant to Section 18.3 of the Declaration, for so long as its Class B Membership exists, Declarant reserved the right to unilaterally amend the Declaration for any purpose that does not materially adversely affect the substantive rights of any Owner thereunder. Such unilateral amendment rights also extend to Supplemental Declarations which are collectively a part of the Declaration.

I. Accordingly, pursuant to Section 18.3 of the Declaration, Declarant hereby exercises its unilateral right to execute and record this Amendment for the purposes of designating the Owner of Lot 58 as a Benefited Owner, and for such other purposes set forth and described in this Amendment.

NOW, THEREFORE, Declarant hereby unilaterally exercises its right to record this Amendment and amends the Deer Ridge No. 2 Supplemental Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Amendment.

2. Lot 58 Benefited Owner Designation. The Owner of Lot 58 and Declarant hereby acknowledge and agree that LUD Lot E benefits and provides access to Lot 58. Accordingly, in addition to those certain specific sixteen (16) Benefited Owners described in the Deer Ridge No. 2 Supplemental Declaration, Declarant hereby describes, identifies and designates the Owner of Lot 58 as a Benefited Owner. The Benefited Owner of Lot 58 shall be liable for an equal share

BK 9031 PG 4430

of the maintenance, repair, replacement and service costs associated with the Limited Use Driveways, and for all Assessments levied by the Master Association associated with the same, as further described in the Declaration.

3. Binding Provisions. The provisions of this Amendment shall be binding upon all parties having any right, title, or interest in the real property covered by the Deer Ridge No. 2 Plat, or any part thereof, including but not limited to Lot 58, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof including but not limited to the Benefited Owner of Lot 58.

4. Effective Date. This Amendment shall be effective as of the date of its recordation in the real property records of the Recorder in and for Salt Lake County, Utah and/or its recordation in the real property records of the Recorder in and for Utah County, Utah.

5. Declaration Remains in Effect. The Supplemental Declaration and this Amendment shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Amendment.

6. Authority. Except for the signature of the Owner of Lot 58, Declarant hereby certifies that Declarant may execute this Supplemental Declaration without the consent or signature of any other party or Owner as provided in Section 18.3 of the Declaration.

7. Owner's Consent to Designation of Limited Use Driveway. By placing his or her signature below, the Owner of Lot 58 within the Deer Ridge No. 2 Neighborhood hereby agrees and acknowledges that the LUD Lot E depicted and described on the Deer Ridge No. 2 Plat specifically benefits Lot 58 and that the Owner shall use such LUD Lot E as access to Lot 58. The Owner of Lot 58 further understands that he or she constitutes a "Benefited Owner" as defined under the Declaration, notwithstanding that the Deer Ridge No. 2 Plat may not specifically identify the Owner as the same. The Owner of Lot 58 hereby agrees and acknowledges to be bound by the terms and provisions of the Declaration, the Deer Ridge No. 2 Supplemental Declaration, the Deer Ridge No. 2 Plat and this Amendment, as the same may be amended from time to time, including without limitation those certain terms and provisions governing the Limited Use Driveways. As a Benefited Owner, the Owner of Lot 58 shall be personally liable for an equal share of the maintenance, repair, replacement and service costs associated with the Limited Use Driveways, and for all Assessments levied by the Master Association associated with the same, as further defined and described in the Declaration.

8. Counterparts. This Amendment may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

BK 9031 PG 4431

IN WITNESS WHEREOF, the Declarant has executed and delivered this Amendment as of the date and year first above written.

DECLARANT:

SUNCREST, L.L.C.,
a Delaware limited liability company

By: [Signature]
Its: Assistant Vice President

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of July, 2004 by Edward L. Grampp, as Asst. Vice Pres of SunCrest, L.L.C., a Delaware limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission expires:



BK 9031 PG 4432

LOT 58 OWNER'S CONSENT

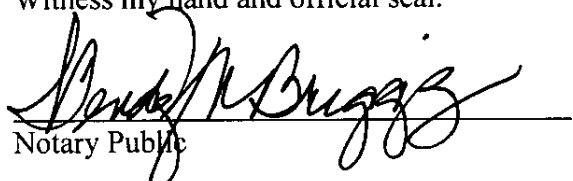
By placing my signature below, I hereby agree and acknowledge to be bound by the terms and provisions of the Declaration, as amended and supplemented, the terms and provisions of the Deer Ridge No. 2 Supplemental Declaration, the Deer Ridge No. 2 Plat and this Amendment, including without limitation those certain terms and provisions governing the Limited Use Driveways. I hereby understand and acknowledge that I shall constitute a Benefited Owner as defined under the Declaration, notwithstanding that the Deer Ridge No. 2 Plat may not specifically identify me as the same. As a Benefited Owner, I further agree and understand that I shall be personally liable for an equal share of the maintenance, repair, replacement and service costs associated with the Limited Use Driveways, and for all Assessments levied by the Master Association associated with the same, as further defined and described in the Declaration. I will cooperate with Declarant, at Declarant's expense, to effectuate such designation by executing and delivering such instruments in form and content as requested by Declarant, and to perform all acts as in manner and form that may be necessary, for the purposes of designating me as a Benefited Owner entitled to use LUD Lot E for access to Lot 58.

**OWNER OF LOT 58
WITHIN DEER RIDGE NO. 2:**

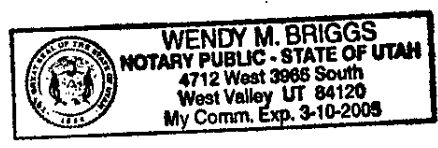

JOSEPH B. SEPULVEDA

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 4th day of August, 2004, personally appeared before me Joseph B. Sepulveda, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

Notary Public

My Commission expires: 3-10-05



BK 9031 PG 4433

CONSENT TO RECORD AND SUBORDINATION

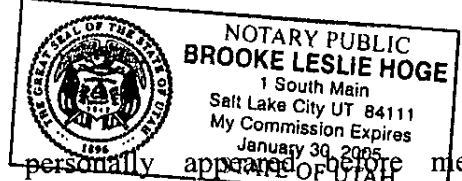
The undersigned ZIONS FIRST NATIONAL BANK, a National Banking Association ("Lender") is the holder of that certain Deed of Trust (Including Fixture Filing) dated June 9, 2004, and recorded June 14, 2004, as Entry No. 9088836, in Book 9000, beginning at page 5879 of the official records of Salt Lake County, Utah, together with related loan documents (collectively "Loan Documents"). The Loan Documents constitute liens of record against Lot 58 of Deer Ridge No. 2 subject to the Declaration, the Deer Ridge No. 2 Plat, the Deer Ridge No. 2 Supplemental Declaration and foregoing Amendment. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Amendment and to the rights, terms and provisions as set forth in such Amendment, and hereby consents to the recordation of such Amendment.

LENDER:

ZIONS FIRST NATIONAL BANK, a National Banking Association

By [Signature]
Its CONSTRUCTION LOAN OFFICER

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.



On the 12 day of AUGUST, 2004, personally appeared before me John Davis, who, being by me duly sworn, did say that he/she is the Loan Officer of ZIONS FIRST NATIONAL BANK, a National Banking Association, that said instrument was signed in behalf of said national association by authority of its bylaws or a resolution of its board of directors, and said John Davis acknowledged to me that said national association executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Jan. 30, 2005

EXHIBIT "A"

DEER RIDGE NO. 2

All real property located within DEER RIDGE NO. 2 AT SUNCREST as shown on the Official Plat recorded in the Official Records of Salt Lake County, Utah on May 24, 2002 as Entry No. 8242797 at Book 2002P, Page 120, and subsequently recorded in the Official Records of Utah County, Utah on June 24, 2002, as Entry No. 71094:2002.

Salt Lake County APN _____

Utah County APN 37-184-0083, 37-184-0084, 37-184-0085 $\frac{1}{4}$ 37-184-0086

- | | | |
|---------------|---------------|---------------|
| 34-09-351-002 | 34-16-126-016 | 34-16-105-003 |
| 34-08-476-004 | 34-16-126-017 | 34-16-105-002 |
| 34-16-103-003 | 34-16-126-009 | 34-16-105-001 |
| 34-16-104-008 | 34-16-126-008 | 34-16-104-005 |
| 34-16-105-008 | 34-16-126-014 | 34-16-104-004 |
| 34-16-102-007 | 34-16-126-013 | 34-16-104-001 |
| 34-16-126-010 | 34-16-126-012 | 34-16-104-002 |
| 34-16-103-004 | 34-16-126-011 | 34-16-104-003 |
| 34-16-103-002 | 34-16-102-005 | 34-16-104-006 |
| 34-16-103-001 | 34-16-102-004 | 34-16-104-007 |
| 34-17-226-003 | 34-16-102-006 | 34-16-104-012 |
| 34-17-226-002 | 34-16-102-008 | 34-16-104-009 |
| 34-17-226-001 | 34-16-102-009 | 34-16-104-010 |
| 34-08-476-001 | 34-16-102-013 | 34-16-104-011 |
| 34-08-476-002 | 34-16-105-014 | 34-16-104-013 |
| 34-08-476-003 | 34-16-105-013 | 34-16-104-014 |
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| 34-09-376-002 | 34-16-129-002 | |
| 34-09-376-003 | 34-16-129-001 | |
| 34-09-376-004 | 34-16-105-006 | |
| 34-16-126-015 | 34-16-105-005 | |
| | 34-16-105-004 | |

BK 9031 PG 4435