

8547179

When Recorded Please Return to:  
Rosecrest, Inc.  
Attn: Donald E. Wallace  
2511 S. West Temple  
Salt Lake City, Utah 84115

8547179  
02/28/2003 08:30 AM 18.00  
Book - 8746 Pg - 3411-3415  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DONALD E WALLACE  
2511 S WEST TEMPLE ST  
SOUTH SALT LAKE CITY UTAH 84115  
BY: ZJM, DEPUTY - WI 5 P.

Affects Portions of Parcels: 32-02-400-014 & 32-11-200-003 & 32-12-200-015

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
ROSECREST PLAT H, Phase 2, A PLANNED UNIT DEVELOPMENT**

THIS SUPPLEMENTAL DECLARATION is made and executed this 27th day of February, 2003, by Rosecrest, Inc., a Utah corporation ("Declarant").

**RECITALS**

- A. On July 7, 2000, Declarant recorded the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ROSECREST, A PLANNED UNIT DEVELOPMENT" (hereafter known as "Original Declaration") with the Salt Lake County, Utah recorder as Entry No. 7673672, in Book 8373, at pages 1602-1642.
- B. Under the provisions of the Original Declaration, the Declarant has the right to expand the Project with "Additional Lands", as defined in the Original Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares that the property described in Exhibit "A", attached hereto and made a part hereof by this reference and hereinafter to be incorporated by this reference within the definition of Additional Lands, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens of the Original Declaration, including those hereinafter set forth.

- 1. Declarant proposes to record a plat commonly know as "Rosecrest Plat H, Phase 2" to add Additional Lands to the Original Declaration. The legal description of the Additional Lands covered by the proposed Plat H, Phase 2 is contained in Exhibit "A."
- 2. There are no other amendments, supplements or replacements to the Original Declaration made by this Supplemental Declaration, with the exception of the Additional Lands as described in Exhibit "A".
- 3. All ownership, sales, transfers, conveyances and occupancies of any portion of the Additional Lands are subject to the covenants, restrictions, easements, charges and

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liens set forth in the Original Declaration as amended by this Supplemental Declaration.

4. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ contained within Rosecrest Plat I, a Planned Unit Development, as said Lot is identified in Plat I, recorded in Salt Lake County, Utah on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_ and in the "Declaration of Covenants, Conditions, and Restrictions of Rosecrest, a Planned Unit Development" recorded in Salt Lake County, Utah on \_\_\_\_\_, \_\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ and in the "Supplemental Declaration of Covenants, Conditions, and Restrictions" recorded in Salt Lake County, Utah on \_\_\_\_\_, 20 \_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_.

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions. SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities and private streets in said development.

Whether or not the description employed in any such instrument is in the above-specified form, however, this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the right and easement of use and enjoyment to the Common Areas, shall be separated from the Lot to which they appertain, and even though not specifically mentioned in the instrument of transfer, such nonexclusive right and easement of use and enjoyment to the Common Areas shall automatically accompany the transfer of the Lot to which they relate. Notwithstanding any inference that can be drawn from this Declaration to the contrary, the owner of each Lot shall be responsible for the payment of any and all charges, assessments and fees (including hookup fees) relating to all utilities provided to the Lot, and the Association shall not be liable for any part of such charges, assessments or fees.

5. There are no Common Areas/Facilities or Limited Common Areas/Facilities being created by Rosecrest Plat H, Phase 2, and therefore there is no portion of the Additional Lands (commonly known as Rosecrest Plat H, Phase 2) being conveyed to the Association. As such there are no Common Areas/Facilities or Limited

Common Areas/Facilities to be maintained by the Association or by individual Lot owners.

6. All Additional Lands under this Supplemental Declaration are either privately owned subdivision lots or are publicly dedicated easements and rights-of-way for public streets and utility corridors as shall be identified on the official recorded plat.
7. All of the rights of Declarant under this Supplemental Declaration may be assigned, transferred, or encumbered either by operation of law or through a voluntary conveyance, transfer, encumbrance, or assignment.
8. This Supplemental Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot or in the Common Areas (as such terms are defined in the Original Declaration and herein used), and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit (as such terms are defined in the Original Declaration and herein used) shall comply with, and all interests in all Lots and in the Common Areas shall be subject to, the terms of this Supplemental Declaration and the provisions of any rules, regulations, agreements, instruments, amendments, and determinations contemplated by this declaration and the provisions of any rules, regulations, agreements, instruments, amendments, an determinations contemplated by this Supplemental Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Supplemental Declaration.
9. This Supplemental Declaration, any amendment or supplement hereto, and any amendment to the Plat shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

EXECUTED by Declarant on this 21<sup>st</sup> day of February 2003.

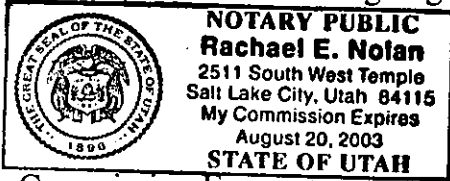
ROSECREST, INC., a Utah corporation

By  \_\_\_\_\_

Its Vice President of Operations

STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

On the 27th day of February, 2003, personally appeared before me Donald E. Wallace, the signer of the foregoing instrument who duly acknowledged to me that he is the V.P. of Operations of Rosecrest, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said company.



Rachael E. Nolan  
NOTARY PUBLIC

My Commission Expires:  
8-20-03

Residing at:  
Salt Lake City

## *Exhibit "A"*

A tract of land located in the Southeast  $\frac{1}{4}$  of Section 2, the Northeast  $\frac{1}{4}$  Section 11, Township 4 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Beginning at the South  $\frac{1}{4}$  corner of Section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence South  $89^{\circ}16'10''$  East for 1460.067 feet along the section line (Basis of bearing South  $89^{\circ}16'10''$  East for 2659.172 feet between the South  $\frac{1}{4}$  of section 2 and the Southeast corner of section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian); thence South  $00^{\circ}00'00''$  East for 626.456 feet to the POINT OF BEGINNING; thence North  $24^{\circ}41'26''$  East for 149.351 feet; thence North  $27^{\circ}46'54''$  East for 66.088 feet; thence North  $13^{\circ}57'30''$  East for 164.502 feet; thence North  $11^{\circ}19'11''$  East for 165.523 feet; thence North  $04^{\circ}01'38''$  East for 50.112 feet; thence North  $06^{\circ}10'55''$  East for 143.117 feet; thence North  $00^{\circ}11'53''$  East for 209.663 feet; thence North  $49^{\circ}39'05''$  East for 123.064 feet; thence South  $89^{\circ}48'07''$  East for 171.473 feet; thence South  $85^{\circ}59'16''$  East for 105.230 feet; thence South  $89^{\circ}48'07''$  East for 580.000 feet; thence with a curve to the right having a radius of 25.000 feet, a central angle of  $90^{\circ}00'00''$  (chord bearing and distance of South  $44^{\circ}48'07''$  East for 35.355 feet) and for an arc distance of 39.270 feet to a point marking the Southeast corner of said Plat 1-B, said point also lying on the Westerly right-of-way line of Rosecrest Road; thence South  $00^{\circ}10'22''$  West for 23.392 feet; thence South  $89^{\circ}02'28''$  West for 5.001 feet; thence with a curve to the left having a radius of 1395.000 feet, a central angle of  $34^{\circ}38'03''$  (chord bearing and distance of South  $17^{\circ}07'08''$  East for 830.470 feet) and for an arc distance of 843.250 feet; thence with a curve to the right having a radius of 25.000 feet, a central angle of  $87^{\circ}46'49''$  (chord bearing and distance of South  $09^{\circ}27'14''$  West for 34.664 feet) and for an arc distance of 38.301 feet; thence South  $36^{\circ}39'21''$  East for 60.000 feet; thence South  $53^{\circ}20'39''$  West for 31.066 feet; thence with a curve to the left having a radius of 470.000 feet, a central angle of  $17^{\circ}52'02''$  (chord bearing and distance of South  $44^{\circ}24'38''$  West for 145.973 feet) and for an arc distance of 146.566 feet; thence South  $35^{\circ}28'37''$  West for 96.143 feet; thence South  $54^{\circ}31'23''$  East for 110.000 feet; thence South  $35^{\circ}28'37''$  West for 297.439 feet; thence North  $54^{\circ}31'23''$  West for 110.000 feet; thence South  $35^{\circ}28'37''$  West for 64.360 feet; thence with a curve to the left having a radius of 25.000 feet, a central angle of  $90^{\circ}00'00''$  (chord bearing and distance of South  $09^{\circ}31'23''$  East for 35.355 feet) and for an arc distance of 39.270 feet; thence South  $35^{\circ}28'37''$  West for 66.000 feet; thence North  $54^{\circ}31'23''$  West for 162.421 feet; thence South  $35^{\circ}28'37''$  West for 116.074 feet; thence North  $54^{\circ}31'23''$  West for 769.864 feet; thence North  $67^{\circ}13'59''$  West for 192.814 feet to the POINT OF BEGINNING.