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Book - 8479 Pg - 9006-9011  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
BY: ARG, DEPUTY - WI 6 P.

FIRST SUPPLEMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUNRISE POINTE SUBDIVISION  
(PHASE 2)

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this \_\_\_\_ day of July, 2001, by SUNRISE HOMES, 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 "Successor Declarant").

RECITALS:

A. On or about the 21st day of September, 1998, ALT Development, a Utah limited liability company, as Declarant ("Declarant"), made and executed that certain "Declaration of Covenants, Conditions and Restrictions of Sunrise Pointe Subdivision," with respect to the certain real property located in West Valley City, Salt Lake County, State of Utah, more particularly described therein, which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 30th day of October, 1998, in Book 8144, beginning at Page 29, as Entry No. 7136968. The Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions of Sunrise Pointe Subdivision dated February 9, 2000, and recorded in the office of the County Recorder of Salt Lake County, State of Utah on the 2nd day of March, 2000, as Entry No. 7586607. (The Declaration and the First Amendment are collectively referred to herein as the "Declaration".)

B. Under the terms of the Declaration, Declarant or its successor reserved the right to add certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration.

C. Successor Declarant, as the owner of the Additional Land and as assignee of Declarant's rights under the Declaration, now desires to add Additional Land to the provisions of the Declaration in order to further the intent of the Declaration.

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

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1. Submission of Phase 2. Successor 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, as amended:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

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; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, reservations of Common Area Facilities (including the Private Park designated on the Map for Phase 2) or discrepancies shown on or revealed by the Map or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO SUCCESSOR DECLARANT, however, such easements and rights of ingress and egress over, across, through and under the real property and any improvements now or hereafter constructed thereon as may be reasonable necessary for Successor Declarant or for any assignee or successor of Successor Declarant (in a manner which is reasonably and not inconsistent with the provisions of the Declaration): (i) to construct and complete each of the Living Units and all of the other improvements described in the Declaration, this Supplement, or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) to improve portions of the real property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Successor Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the real property 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 including the perpetual easement specified in (i) above, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which the Declaration was filed for record in the office of the County Recorder of Salt Lake County, State of Utah.

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2. Supplemental Map. The real properties described in Paragraph 1 which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Map pertaining to the same, which supplemental Map shall be recorded with this Supplement.

3. Representations of Successor Declarant. Successor Declarant represents that it is the successor to Declarant and the annexed real property is in all material respects the Additional Land as identified in the Declaration except that the legal descriptions between that set forth in paragraph 1 above and that set forth in the Declaration differ as a result of a final determination of boundary lines of the Additional Land. Successor Declarant represents that the differences in legal descriptions are not material.

4. Effective Date. This Supplemental Declaration, and the Supplement Map relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

SUNRISE HOMES, L.C., a Utah limited liability company

By: Don E. Heap  
Don E. Heap, Manager

Washington Mutual Bank's Agreement of Subordination

By its execution of this Supplement, Washington Mutual Bank dba Western Bank, (hereinafter "WB"), agrees, covenants and declares that this Supplement and the Declaration (identified above) shall be senior in priority to: (i) the Deed of Trust made as of June 8, 2000, between Sunrise Homes, L.C., as "Trustor," and First American Title Insurance Company, as "Trustee" and WB, as "Beneficiary" (hereinafter "WB Trust Deed"), which Trust Deed was recorded on June 16, 2000, as Entry No. 7662384, in Book 8369, beginning at page 2188 of the Official Records of Salt Lake County; (ii) the Deed of Trust made as of June 28, 2000, between Sunrise Homes, L.C., as "Trustor," and First American Title Insurance Company, as "Trustee" and WB, as "Beneficiary" (hereinafter "WB2 Trust Deed"), which Trust Deed was recorded on June 30, 2000, as Entry No. 7672503, in Book 8372, beginning at page 6311 of the Official Records of Salt Lake County, as extended and modified by that Extension and Modification Agreement dated September 13, 2000, and recorded on October 6, 2000, as Entry No. 7734700, in Book

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8369, beginning at page 2188; and (iii) any other instrument currently of record securing the loan to Declarant identified in the Trust Deed, and that said Trust Deed and other instruments, if any, shall be subordinate to and subject to this Supplement and the Declaration notwithstanding the fact that this Supplement and/or the Declaration is recorded later in time than the Trust Deed and other instruments.

EXECUTED the day and year first above written.

WASHINGTON MUTUAL BANK dba WESTERN BANK

By: [Signature]  
Name: Todd W. Harris  
Title: AVP & CEO

Academy Mortgage Corporation's Agreement of Subordination

By its execution of this Supplement, Academy Mortgage Corporation, (hereinafter "Academy"), agrees, covenants and declares that this Supplement and the Declaration (identified above) shall be senior in priority to: (i) the Deed of Trust made as of February 4, 2000, between Sunrise Homes, L.C., as "Trustor," and Founders Title Company, as "Trustee," and Academy, as "Beneficiary" (hereinafter "Academy Trust Deed"), which Trust Deed was recorded on March 23, 2001, as Entry No. 7851032, in Book 8437, beginning at page 1924 of the Official Records of Salt Lake County; and (ii) any other instrument currently of record securing the loan to Declarant identified in the Trust Deed, and that said Trust Deed and other instruments, if any, shall be subordinate to and subject to this Supplement and the Declaration notwithstanding the fact that this Supplement and/or the Declaration is recorded later in time than the Trust Deed and other instruments.

EXECUTED the day and year first above written.

ACADEMY MORTGAGE CORPORATION

By: [Signature]  
Name: JUANE STAN  
Title: President

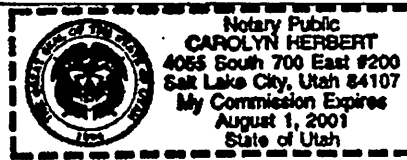
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STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of July, 2001, personally appeared before me Don E. Heap, who being by me duly sworn, did say that he is the Manager of SUNRISE HOMES, L.C., a Utah Limited Liability Company, and that the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of Sunrise Pointe Subdivision (Phase 2) was signed on behalf of said company by authority of the operating agreement or a resolution of its Managers, and the said Manager acknowledged to me that said company executed the same.

Carolyn Herbert  
NOTARY PUBLIC, Residing at:

My Commission Expires:  
8/1/01

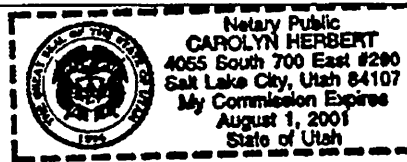


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2001, by \_\_\_\_\_ the \_\_\_\_\_ of WASHINGTON MUTUAL BANK dba WESTERN BANK, a National banking association.

Carolyn Herbert  
NOTARY PUBLIC, Residing at:

My Commission Expires:  
8/1/01

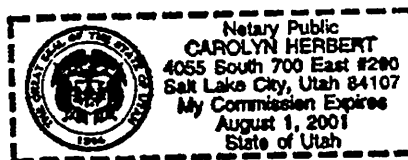


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2001, by Duane Shaw the PRESIDENT of ACADEMY MORTGAGE CORPORATION, a ZIAT corporation.

Carolyn Herbert  
NOTARY PUBLIC, Residing at:

My Commission Expires:  
8/1/01



SCHEDULE "A"

to

First Supplement to Declaration of Covenants, Conditions and Restrictions of  
SUNRISE POINTE SUBDIVISION

(Legal Description of Additional Land)

BEGINNING at a point located South 00°05'40" East 1561.798 feet from the Northeast Corner of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the most Easterly corner of Sunrise Pointe, Phase 1, a recorded subdivision found in the office of the Salt Lake County Recorder, Entry No. 7136967 Book 9810, Page 303 of Official Records; thence South 00°05'40" East 425.796 feet; thence North 89°55'46" West 957.245 feet to a point on the South line of Lot 56 of said Sunrise Pointe, Phase 1; thence North 86.815 feet to a point on the North line of said Lot 56, said point also being a point on the East boundary of said Sunrise Pointe, Phase 1, and also being a point on a 50.000 foot radius curve to the left (bearing to the radius point bears North 23°03'00" West); thence along the arc of said curve through a central angle of 03°52'01" a distance of 3.375 feet to a point of reverse curvature with a 15.000 foot radius curve to the right (bearing to the radius point bears South 26°55'00" East); thence along the arc of said curve through a central angle of 26°59'15" a distance of 7.065 feet; thence South 89°55'46" East .478 feet; thence North 00°07'30" West 50.018 feet to a point on a 15.00 foot radius curve to the left (bearing to the radius point bears North 00°03'21" East); thence along the arc of said curve through a central angle of 06°18'52" a distance of 1.653 feet; thence South 89°55'46" East 5.885 feet; to a point on a 250.000 foot radius curve to the right (bearing to the radius point bears South 00°04'14" West); thence along the arc of said curve through a central angle of 08°10'04" a distance of 35.638 feet; thence South 81°45'42" East 10.063 feet to a point on a 200.000 foot radius curve to the left (bearing to the radius point bears North 08°14'18" East); thence along the arc of said curve through a central angle of 06°56'48" a distance of 24.248 feet; thence North 00°07'30" West 291.024 feet; thence South 89°59'23" East 869.783 feet to the point of BEGINNING.