

**AMENDMENT NO. ONE  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND DECLARATION OF ANNEXATION OF  
JORDAN MEADOWS TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Jordan Meadows Townhomes is made pursuant to the Utah Condominium Act, Utah Code Ann. §57-8-13.6, and executed this \_\_\_ day of \_\_\_\_\_ 1999, AND AMENDS THE TOWN HOME DECLARATION FOR JORDAN MEADOWS TOWNHOMES an expandable condominium project, recorded January 8, 1999, as Entry No. 7216055, in Book 8223, at Pages 2072 et. seq., of the records of Salt Lake County, which affected all the property described in Exhibit A, attached hereto.

**ANNEXATION**

This is a Declaration of Annexation prepared pursuant to Article III of the previously identified Declaration of Covenants Conditions and Restrictions of Jordan Meadows Townhomes which created an expandable residential condominium project consisting of 32 units and additional property available for the expansion of a maximum number of 48 additional units for a total number of 80 units.

Declarant hereby annexes the property described in Exhibit B attached hereto as a part of, and declares its intention that the property shall be subject to the Declaration of Covenants Conditions and Restrictions of, the Jordan Meadows Townhomes referred to above, and any amendments thereto.

Declarant hereby adds to the existing Project the first eighteen (**18**) units of the expansion property described in Exhibit B pursuant to the Declaration of Covenants Conditions and Restrictions of the Jordan Meadows Townhomes referred to above and Amendments thereof.

Any required approvals have been given.

NOW THEREFORE, in pursuance of the foregoing, Declarant declares and certifies as follows:

1. Phase 2 Expansion Declarant hereby submits the real property more particularly described at Exhibit B to the provisions of the Utah Condominium Ownership Act ("Phase 2 Property"). Declarant is the sole owner of the Phase 2 Property and said property shall be known as the Jordan Meadows Townhomes, Phase 2, and shall be subject to the provisions of the Declaration of Covenants Conditions and Restrictions of the Jordan Meadows Townhomes referred to above and Amendments thereof.

2. Improvements: The improvements to be built on the Phase 2 Property shall consist of buildings substantially identical with the buildings constructed in Phase I. The

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maximum number of units to be contained within the Phase 2 Property improvements shall be eighteen (18).

3. Allocated Interests: As specified in Article III of the Declaration of Covenants Conditions and Restrictions of the Jordan Meadows Townhomes, the undivided interest of each unit owner to all Common Area following the expansion created herein is 1150th. Likewise, pursuant to paragraph 3 of Article IV of the Declaration of Covenants Conditions and Restrictions of the Jordan Meadows Townhomes the par value of each ownership interest shall be 1150th as shown in the Table attached hereto as Exhibit D.

4. Additional Land: With the annexation of the Phase 2 Property, the remaining land available for expansion, being more particularly described at Exhibit C and identified therein as Phase 3 and Phase 4 Property, consists of the original expandable land less the Phase 2 Property.

### **AMENDMENT**

The Declaration of Covenants Conditions and Restrictions of Jordan Meadows Townhomes referenced above is hereby amended to add Article IV, section 1.1 which shall read as set forth below. This Amendment shall supersede and replace any inconsistent provisions of the Declaration of Covenants Conditions and Restrictions of the Jordan Meadows Townhomes recorded January 8, 1999, as Entry No. 7216055, in Book 8223, at Pages 2072 et. seq., of the records of Salt Lake County.

#### **ARTICLE IV - COVENANTS, CONDITIONS AND RESTRICTIONS**

Section 1.1 Division Into Units, Limited Common and Common Area. In order to establish a plan of condominium ownership, the condominium project is hereby divided into the following separate freehold estates:

- a. Units. Each unit of the Project consists of:
  - (i) Boundaries shall apply as follows:
    - a. Horizontally of the area within the interior surface: of the sheet rock on walls which form the exterior of the building, and the lines as drawn on the map as constituting boundaries between the unit and common or limited common areas or between the unit and other units, and
    - b. Vertically from the exterior surface of the floor of the unit up to the interior surface of the ceiling. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning and compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows, and window

frames, doors and door frames, and trim consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. AH pipes, wires, conduits, or other public utility lines or installations constituting a part of the unit and serving only the unit, and any structural members of any other property of any kind, including fixtures and appliances within any unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

(ii) Appurtenant to and inseparable from each unit shall be a percentage ownership in common areas and facilities and a par value based on the number of units incorporated within the project the minimum being 50 units and the maximum being 80 units.

(iii) A maximum number of 80 units shall be constructed. In this event, each unit owner shall have a maximum possible percentage interest in the common elements that interest being 1180th.

(iv) These par values may not be changed except by amendment or expansion as provided herein. No unit may be further subdivided. No unit owner shall execute any deed, mortgage, lease or other instrument conveying, leasing or encumbering title to the unit without including therein all interests appurtenant thereto. The purpose of this restriction is to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed to include any omitted interest, even though not expressly mentioned or described therein. Each unit owner has an unrestricted right of ingress and egress to the unit which is appurtenant to ownership of the unit. Units may be combined in use if owned by the same unit owner.

b. Limited Common Areas. Limited Common Areas, designated on the map, by double cross hatched areas may include carports, balconies, decks and covered decks appurtenant to certain units as contained in the Plat. The exclusive right to use and occupy each limited common area, if any, shall be appurtenant to and shall pass with the title to the unit with which it is associated. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of the unit, subject to the residual rights of the Association therein.

c. Common Area and Facilities. A freehold estate consisting of the remaining portion of the real property as defined above as the "common areas and facilities." Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions.

i. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

- ii. The right of the Association to limit the number of guests of members using the common area.
  
- m. The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against the unit remains unpaid; and for a period of not to exceed sixty days for any infraction of its published rules and regulations.
  
- iv. The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for each consideration;
  
- v. The right of the Association with the approval of seventy-five percent (75%) of each class of owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility.
  
- vi. The right of the Association to grant easements for public utilities or other public purpose consistent with the intended use of the common area by the Association.
  
- vii. The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
  
- viii. The terms and conditions of this Declaration.
  
- ix. The right of each individual unit owned to the exclusive use of the limited common area adjacent and appurtenant to the respective unit.

This Amendment to Declaration of Jordan Meadows Townhomes Phase I, shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah by McARTHUR HOMES AT JORDAN MEADOWS, LC.

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IN WITNESS WHEREOF, the undersigned being the Declarant, has caused this instrument to be executed and its seal be affixed hereto on the day and year first above written.


McARTHUR HOMES AT JORDAN MEADOWS, LC  
a Utah Limited Liability Company

By: McARTHUR HOMES, LC  
a Utah Limited Liability Company, it's Manager

By:   
David A. McARTHUR, Manager

STATE OF UTAH                    }  
  } ss.  
COUNTY OF SALT LAKE    }

On the 17th day of August, 1999, personally appeared before me David A. McArthur. who being by me duly sworn, did say that he is a Manager of McArthur Homes, LC, which is the Manager of McArthur Homes at Jordan Meadows, LC, and that said instrument was acknowledged on behalf of said McArthur Homes at Jordan Meadows, LC, by authority, and said David A. McArthur duly acknowledged to me that he as such Manager of said limited liability company executed the same.

  
NOTARY PUBLIC  
Residing at S.L.C.

My Commission Expires 11-14-2000

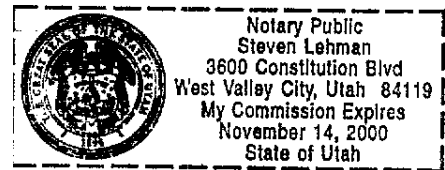


EXHIBIT A

REAL PROPERTY DESCRIPTION OF  
JORDAN MEADOWS TO\VNHOMES PHASE ONE

BOUNDARY DESCRIPTION

All that certain real property situate in the Northeast Quarter of Section 27, Township I South, Range I West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which bears North 89°53'42" East 1,335.96 feet and North 01°26'42" East 229.97 feet from the Salt Lake County monument set for the Center of said Section 27, thence leaving said point of beginning, North 01°26'42" East 21.904 feet to the beginning of a curve to the right, having a radius of 100.000 feet, a central angle of 88°27'16", and a chord bearing and distance of North 45°40'04" East 139.501 feet; thence Northeasterly, along the arc of said curve, a distance of 154.382 feet; thence North 89°53'42" East, a distance of 247.561 feet; thence South 48°00'00" East, a distance of 122.265 feet; thence South 38°00'00" East, a distance of 175.000 feet; thence South 00°16'18" East, a distance of 104.000 feet; thence South 89°53'42" West, distance of 44.315 feet to a point of intersection with the Northerly line of that certain parcel of land conveyed to Salt Lake County by warranty deed recorded January 17, 1980, in official records, book 5026, page 602, Salt Lake County Records, said point being on the arc of a non tangent curve to the left, from which the radius point bears South 09°49'38" West, having a radius of 1,001.147 feet to a central angle of 09°56'06", and a chord bearing and distance of North 85°08'28" West a distance of 173.596 feet; thence along said Northerly line, Northwesterly along the arc of said curve, a distance of 173.596 feet; thence South 89°53'42" West, a distance of 234.783 feet; thence North 00°39'08" West, a distance of 85.890 feet; Thence North 76°58'59" West, a distance of 17.140 feet to the beginning of a curve to the right, having a radius of 100.000 feet, a central angle of 78°26'17", and a chord bearing and distance of North 37°46'26" West, a distance of 126.457 feet; thence Northwesterly, along the arc of said curve, a distance of 136.900 feet to the point of beginning.

Containing 137,870.27 square feet or 3.165 acres.

Together with a Right-of-way over and across the following described property:

Beginning at a point which is on the South line of the proposed Jordan Meadows Townhomes Subdivision Phase I, North 89°53'42" East, a distance of 1,896.88 feet and North 00°06'18" West, a distance of 24.58 feet from the Salt Lake County Monument set for the center of Section 27, Township I South, Range I West, Salt Lake Base and Meridian, and running thence North 89°53'42" East, a distance of 30.00 feet; thence South 00°06'18" East, a distance of 24.58 feet to a point on the quarter section line thence South 89°53'42" West along said section line, a distance of 30.00 feet; thence North 00°06'18" West, a distance of 24.58 feet to the point of beginning.

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EXHIBIT B

JORDAN MEADOWS TOWNHOMES-PHASE2

BOUNDARY DESCRIPTION.

Beginning at a point which bears North 89°53'42" East 1,335.96 feet and North 01°26'42" East 229.97 feet, and North 01°26'42" East 21.90 feet to the beginning of a curve to the right, having a radius of 100.00 feet, a central angle of 88°27'16" and a chord and bearing and distance of North 45°40'04" East 139.501 feet; thence Northeasterly, along the arc of said curve, a distance of 154.382 feet, and North 85°53'42" East, a distance of 247.561 feet and South 48°00'00" East, a distance of 122.27 feet from the Salt Lake County monument set for the Center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 45°58'29" East, a distance of 118.894 feet; thence South 38°00'00" East, a distance of 131.116 feet; thence North 52°00'00" East, a distance of 118.937 feet to the centerline of the main Brighton North Point Canal, as determine[d] by a field survey on the 21" day of February, 1996; thence along said centerline of the Main Brighton Point Canal the following seven (7) courses: thence South 22°28'53" East, a distance of 46.804 feet; thence South 26°32'41" East, a distance of 68.550 feet; thence South 46°43'26" East, a distance of 52.580 feet; thence South 54°34'22" East, a distance of 94.230 feet; thence South 52°34'15" East, a distance of 67.870 feet; thence South 44°46'17" East, a distance of 47.560 feet; thence South 38°59'27" East, a distance of 29.880 feet; thence South 89°53'42" West, a distance of 421.688 feet; to the Southeast corner of Jordan Meadows Townhomes Phase I; thence North 00°16'18" West, a distance of 104.000 feet, thence North 38°00'00" West, a distance of 175.000 feet to the point of beginning.

Containing 85,353.21 square feet or 1.959 acres.

Together with a Right-of-way over and across the following described property:

Beginning at a point which is on the South line of the proposed Jordan Meadows Townhouse Subdivision Phase I, North 89°53'42" East, a distance of 1,896.88 feet and North 00°06'18" West, a distance of 24.58 feet from the Salt Lake County Monument set for the center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'42" East, a distance of 30.00 feet; thence South 00°06'18" East, a distance of 24.58 feet to a point on the quarter section line; thence South 89°53'42" West along said section line, a distance of 30.00 feet; thence North 00°06'18" West, a distance of 24.58 feet to the point of beginning.

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EXIBB[T C

BOUNDARY DESCRIPTIONS

JORDAN MEADOWS TOWNHOMES-PHASE 3

Beginning at a point which bears North 89°53'42" East 1,335.96 feet and North 01°26'42" East 229.97 feet and North 01°26'42" East 21.904 feet to the beginning of a curve to the right, having a radius of 100.00 feet, a central angle of 88°27'16", and a chord bearing and distance of North 45°40'04" East 139.501 feet; thence Northeasterly, along the arc of said curve, a distance of 154.382 feet, and North 89°53'42" East 169.63 feet from the Salt Lake County monument set for the Center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 01°27'03" East, a distance of 311.040 feet to a point on the Northerly line of the lands conveyed to Granger-Hunter Improvement District, a body politic of the State of Utah, by warranty deed recorded October 7, 1957, in official records, book 1450, page 165, Salt Lake County Records; thence along said Northerly line, North 89°53'42" East 155.849 feet; thence South, a distance of 93.147 feet; thence South 31°24'37" West, a distance of 47.435 feet; thence South, a distance of 101.267 feet; thence South 56°49'25" East, a distance of 137.729 feet to the most northerly corner of Jordan Meadows Townhomes Phase 2; thence South 45°58'29" West along the northerly line of said condominium, a distance of 118.894 feet; to the corner of Jordan Meadows Townhomes Phase I, thence North 48°00'00" West, a distance of 122.265 feet; thence South 89°53'42" West, a distance of 77.931 feet to the point of beginning.

Containing 56,418.30 square feet or 1.295 acres.

JORDAN MEADOWS TOWNHOMES-PHASE 4

Beginning at a point which bears North 89°53'42" East 1,335.96 feet and North 01°26'42" East 229.97 feet, and North 01°26'42" East 21.904 feet to the beginning of a curve to the right, having a radius of 100.00 feet, a central angle of 88°27'16", and a chord bearing and distance of North 45°40'04" East 139.501 feet; thence Northeasterly, along the arc of said curve, a distance of 154.382 feet, and North 89°53'42" East 169.63 feet, and thence North 01°27'03" East, a distance of 311.040 feet to a point on the Northerly line of the lands conveyed to the Granger-Hunter Improvement District, a body politic of the State of Utah, by warranty deed recorded October 7, 1957, in official records, book 1450, page 165, Salt Lake County Records; thence along said Northerly line, North 89°53'42" East 155.849 feet from the Salt Lake County monument set for the Center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 89°53'42" East, a distance of 246.571 feet to the centerline of the main Brighton North Point Canal, as determine[d] by a field survey on the 21<sup>st</sup> day of February, 1996; thence along said centerline of the Main Brighton North Point Canal the following five (5) courses; thence South 17°49'18" West, a distance of 118.060 feet; thence South 01°27'20" West, a distance of 36.920 feet; thence South 08°13'08" East, a distance of 67.140 feet; thence South 18°57'49" East, a distance of 88.080 feet; thence South 22°28'53" East, a distance of 45.196 feet to the Northeast corner of proposed Jordan Meadows Townhomes Phase 2, thence South 52°00'00" West, a distance of 115.937 feet; thence North 38°00'00" West, a distance of 131.116 feet to the Southeast corner of proposed Jordan Meadows Townhomes Phase 3; thence North 56°49'25" West, a distance of 137.729 feet; thence North, a distance of 101.267 feet; thence North 31°24'37" East, a distance of 47.435 feet; thence North, a distance of 93.147 feet to the point of beginning.

Containing 80,735.25 square feet or 1.853 acres.

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EXHIBIT"D"

OWNERSHIP INTEREST TABLE

Unit Number	Unit Par Value	Percent of Undivided Interest in Common Arca	Unit Number	Unit Pur Value	Percent of Undivided Interest in Common Area
<u>Bldg 1</u>			<u>Bldg. 8</u>		
I	1.00%	1/50	1	1.00%	J/50
1	2.00%	1/50	1	1.00%	J/50
3	1.00%	J/50	3	2.00%	J/50
4	1.00%	J/50	4	2.00%	1/50
			5	1.00%	J/50
			6	1.00%	J/50
<u>Bldg. 2.</u>			<u>Bldg. 9</u>		
I	2.00%	1/50	1	1.00%	1/50
2	2.00%	1/50	2	2.00%	1/50
3	2.00%	J/50	3	1.00%	1/50
4	2.00%	J/50	4	2.00%	J/50
			5	2.00%	J/50
			6	2.00%	1/50
<u>Bldg 3</u>			<u>Bldg. 10</u>		
I	2.00%	1/50	I	2.00%	J/50
2	2.00%	1/50	2	2.00%	J/50
3	2.00%	J/50	3	2.00%	1/50
4	2.00%	1/50	4	2.00%	J/50
5	2.00%	1/50	5	2.00%	J/50
6	2.00%	1/50	6	1.00%	1/50
<u>Bldg. 4</u>					
I	2.00%	1/50			
2	2.00%	1/50			
3	2.00%	1/50			
4	2.00%	1/50			
<u>Bldg. 5</u>					
I	2.00%	J/50			
2	2.00%	1/50			
3	2.00%	J/50			
4	2.00%	J/50			
I	2.00%	1/50			
2	2.00%	1/50			
3	2.00%	1/50			
4	2.00%	1/50			
<u>Bldg. 7</u>					
I	2.00%	J/50			
2	2.00%	1/50			
3	2.00%	1/50			
4	2.00%	J/50			
5	2.00%	1/50			
6	2.00%	1/50			

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 08/20/1999 12:23 PM 44.00  
 NANCY WORKMAN  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WEST VALLEY CITY  
 3600 CONSTITUTION BLVD  
 WVC UT 84119-3720  
 BY: ZJM, DEPUTY - WI 9 P.

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