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AFTER RECORDING PLEASE RETURN TO:

Pinehurst At 800 North, L.L.C.
c/o Bruce R. Dickerson
1013 South Orem Blvd.
Orem, UT 84058

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ENT 128420:2004 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Nov 15 11:41 am FEE 34.00 BY AB
RECORDED FOR OREM CITY CORPORATION

FIRST SUPPLEMENT TO
DECLARATION OF CONDOMINIUM
(Including Owner Association Bylaws)
OF
PINEHURST PLAZA OFFICE CONDOMINIUMS
(An Expandable Condominium Project)
Orem, Utah

THIS FIRST SUPPLEMENT TO DECLARATION OF CONDOMINIUM (the "First Supplement to Declaration") is made this 5 day of Nov, 2004, by **PINEHURST AT 800 NORTH, L.L.C.**, a Utah limited liability company ("Declarant") pursuant to the provisions of Title 57, Chapter 8 of the *Utah Code*, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

- A. Declarant is the Developer of Pinehurst Plaza Office Condominiums, an expandable office condominium project in Orem, Utah (the "Project").
- B. On or about July 26, 2001, Declarant caused to be recorded in the Public Records as Entry 73686:2001 pages 1-29, inclusive, that certain "Declaration of Condominium (Including Association Bylaws), Pinehurst Plaza Office Condominiums" (the "Declaration"), relating to the Project.
- C. Pursuant to Sections 2.03 and 2.04 of the Declaration, Declarant is permitted to expand the Project by annexing additional real property ("Additional Land"), as set forth and described in **Exhibit B** to the Declaration for purposes of development into additional Condominium Units and Common Areas consistent with the existing Phase "1" of the Project and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Project as Phase "2" of the Project.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby makes this First Supplement to Declaration as follows:

1. All defined terms as used in this First Supplement to Declaration shall have the meanings ascribed to them herein or, as the case may be, in the Condominium Project's Declaration.

2. The following described real property situated in the City of Orem, Utah County, Utah, is hereby submitted to the provisions of the Act and the Declaration and is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof.

Commencing at a point located N 00°39'38" W along the Section line 157.85 feet and E 1328.61 feet from the W Quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base & Meridian: thence as follows:

N 00°40'37" W 525.75 feet; thence N 89°35'44" E 180.69 feet along Sunridge Subdivision, Plat "D"; thence S 00°24'16" E 40.71 feet; thence S 08°21'42" W 30.32 feet; thence S 00°40'37" E 65.17 feet; thence N 89°19'23" E 19.97 feet; thence S 00°40'37" E 51.69 feet; thence S 45°24'16" E 195.28 feet; thence S 00°24'16" E 20.09 feet along Pinehurst Plaza Office Condominiums, Phase "1"; thence N 89°35'44" E 37.65 feet along Pinehurst Plaza Office Condominiums, Phase "1"; thence S 00°24'16" E 66.00 feet along Pinehurst Plaza Office Condominiums Phase "1"; thence S 89°35'44" W 37.65 feet along Pinehurst Plaza Office Condominiums Phase "1"; thence S 00°24'16" E 112.58 feet; along Pinehurst Plaza Office Condominiums Phase "1"; thence S 89°19'42" W 332.18 feet along the northerly right-of-way line of 800 North Street to the point of beginning.

Area 139,584 square feet 3.20 acres.

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

RESERVING UNTO DECLARANT, however such easements and rights of ingress and egress over, across, through, and under the above-described Tract, and any improvements (including any structure) now or hereafter constructed thereon, as may be reasonably necessary for Declarant: (i) to construct and complete the Building and Units and all of the other improvements described in the Declaration or in the Condominium Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Project); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract 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, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this First Supplement to Declaration is filed for record in the Public Records.

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; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Condominium Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract 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; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THE DECLARATION.**

3. The Declaration is hereby amended in the following particulars as a result of, and pursuant to, the annexation set forth above.

(a) Section 2.02 is amended in its entirety to read as follows:

2.02 Division of Project Into Office Condominium Units; Ownership Interests. The Project is hereby divided into 16 office Condominium Units as set forth and described on the Plat, each such Unit having an appurtenant and undivided interest in and to the Common Areas and Facilities as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

(b) The words “seven (7) year” or “seven (7) years” as they may appear in Sections 2.03 and 2.04 of the Declaration are hereby amended to read “six (6) year” or “six (6) years”, respectively.

(c) Section 4.02 is amended in its entirety to read as follows:

4.02 Description of Buildings and Units. Phase “1” and Phase “2” of the Project each has a Class “A” two-story office Building configured on two floors as reflected on the Plats; each contains underground (basement) Limited Common Area parking and storage spaces as described in Sections 3.01, 3.02 and 3.03; each contains central Common Area stairways, lobbies, elevators, restrooms, electrical, equipment and HVAC rooms and systems; and each has interior Limited Common Area stairwells in each Building wing between floors as reflected on the Plats. Construction is of steel and concrete, flat roof, granite and Ameristone

stucco finish with glass curtain wall. The Phase "1" Building contains seven Units and the Phase "2" Building contains nine Units.

4. As a result of amendments to the Utah Condominium Ownership Act enacted in 2003, following recordation in the Public Records of the Declaration, the terms "Record of Survey Map" or "Map" as they may appear in the Declaration, are hereby amended to read "Condominium Plat", "Plat", or "Plats", if referring to multiple Plats.

5. Except as amended by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration, shall constitute the Declaration of Condominium for the Project as expanded by the Additional Land described herein.

6. This First Supplement to Declaration shall be recorded in the Public Records concurrently with the Condominium Plat entitled "Pinehurst Plaza Office Condominiums Phase '2', An Expandable Condominium, City of Orem, Utah County, Utah" consisting of two sheets prepared by Roger D. Dudley, a Utah registered land surveyor holding Certificate No. 147089. Both such instruments shall be effective upon recordation.

DATED as of the day and year first above set forth.

DECLARANT:

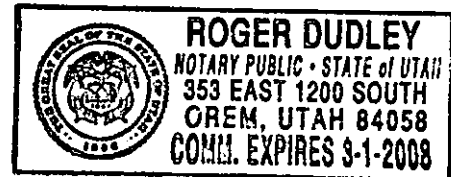
PINEHURST AT 800 NORTH, L.L.C.

By: *Bruce R. Dickerson*
Bruce R. Dickerson, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 5th day of NOV, 2004 by **Bruce R. Dickerson** in the capacity indicated.

[Signature]
NOTARY PUBLIC



DECLARATION OF CONDOMINIUM

PINEHURST PLAZA OFFICE CONDOMINIUMS
Orem, Utah

UNITS, SIZE, UNDIVIDED PERCENTAGE OWNERSHIP INTERESTS, AND VOTES

Phase "1"

<u>Unit No.</u>	<u>Size (Sq. Ft.)(1)</u>	<u>Percentage (2)</u>	<u>Votes</u>
101	5,274	8.316	831.6
102	2,496	3.936	393.6
103	9,344	14.734	1,473.4
201	4,551	7.176	717.6
202	3,323	5.240	524.0
203	2,511	3.960	396.0
204	6,887	10.860	1,086.0

Phase "2"

101	4,271	6.735	673.5
102	2,294	3.617	361.7
103	2,509	3.956	395.6
104	2,648	4.176	417.6
105	2,772	4.371	437.1
201	3,913	6.170	617.0
202	2,692	4.245	424.5
203	1,607	2.534	253.4
204	<u>6,325</u>	<u>9.974</u>	<u>997.4</u>
Total	63,417	100.000	10,000.0

- (1) Size based on the approximate number of square feet of floor space within each respective Unit of Convertible Space as shown on the Map and rounded off (including to center under interior walls and to exterior surface of exterior walls), as determined by Dudley & Associates Engineers-Planners-Surveyors, Orem, Utah.
- (2) Percentages may be adjusted by one one-thousandth of a percentage point in order to provide for a total of one hundred percent (100%).