

FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION  
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT  
**RESIDENTIAL UNITS**  
(An Expandable Condominium Development)  
(Adding Phase 2)

This First Amendment and Supplemental Declaration to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS is made and executed in Salt Lake County, Utah this 14thday of April, 2006, by **WALNUT GROVE DEVELOPMENT, L.L.C.**, A Utah limited liability company whose principal address is 1011 N. Plaza Dr., Richfield UT 84701 ("**Declarant**") for itself, its successors, grantees and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code, Section 57-8-1 et

00337200  
00337200 Bk00541 Pg00771-00780  
JAYRENE B NIELSEN RECORDER SEVIER COUNTY  
2006 APR 18 11:19 AM FEE \$55.00 BY JBN  
REQUEST: MORGAN PROPERTY INVESTMENTS LLC

**1. RECITALS**

A. The DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS (An Expandable Condominium), hereafter referred to as the "Declaration," was recorded in the office of the Sevier County Recorder on March 30, 2004, as Entry No. 00324219, Book 00488, Pages 00405 to 00472, containing a description of property on its Exhibit "D-1" submitted as **Additional Land** to the Project reserved for future phases.

B. Though the Centennial Plaza Planned Unit Development Phase 2 & Condominium Plat filed with this First Amendment and Supplemental Declaration contains both additional business and additional residential condominium units from the Additional Land, this First Amendment and Supplemental Declaration shall only effect and control the residential property and units contained in the property description attached as **Exhibit B** hereto, defined herein-below as the "Tract," and depicted on Sheets 1 and 2 of the Condominium Plat as PARCEL NO. 2 PHASE 2 and PARCEL NO. 3 PHASE 2 along with the existing property subject to the Declaration of CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS described on **Exhibit A**. An additional First Amendment and Supplemental Declaration is filed herewith controlling and effecting those properties and units which are developed for business purposes and that declaration references the same Condominium Plat but controls separate business parcels depicted on Sheets 1 and 2.

C. Declarant desires, by recording this First Amendment and Supplemental Declaration to add Phase 2, consisting of certain land out of the Additional Land and twenty-four condominium units (together with the undivided interest in common areas and facilities attendant thereto), to the CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS.

## 2. SUBMISSION

Declarant hereby makes this First Amendment and Supplemental Declaration and submits that portion of the Additional Land described in paragraph 3 hereof and the condominiums constructed thereon to the CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS, consistent with the provisions of the Condominium Act.

## 3. PROPERTY SUBMITTED TO THE CONDOMINIUM PROJECT

The property added as Phase 2 of the CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS is described as follows:

### PARCEL NO. 2 - PHASE 2

BEGINNING AT POINT LOCATED NORTH 1168.64 FEET AND EAST 920.49 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T. 23 S., R. 3 W., S.L.B. & M.; THENCE AROUND A 271.23 FOOT RADIUS CURVE TO THE LEFT 89.77 FEET (DELTA=18°57'48", CB=N82°16'23"W, CD=89.36 FEET); THENCE N88°43'39"E 43.40 FEET; THENCE S00°39'59"W 104.92 FEET; THENCE N89°20'01"W 19.18 FEET; THENCE S00°39'59"W 68.00 FEET; THENCE N89°20'01"W 126.55 FEET; THENCE N00°39'59"E 68.00 FEET; THENCE S89°20'01"E 13.77 FEET; THENCE N00°39'59"E 115.18 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.52 ACRE.

### PARCEL NO. 3 - PHASE 2

BEGINNING AT A POINT LOCATED NORTH 1377.94 FEET AND EAST 875.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T. 23 S., R. 3 W., S.L.B. & M.; THENCE N75°37'45"W 84.64 FEET; THENCE N80°52'44"W 31.03 FEET; THENCE AROUND A 215.50 FOOT RADIUS CURVE TO THE LEFT 35.93 FEET (DELTA=9°33'07", CB=S06°37'04"W, CD=35.89 FEET); THENCE S89°22'59"W 83.96 FEET; THENCE N00°37'01"W 86.99 FEET; THENCE N26°37'28"E 17.33 FEET; THENCE N13°19'20"E 219.08 FEET; THENCE S76°40'40" E 87.12 FEET; THENCE N11°46'33"E 21.21 FEET; THENCE S78°13'27"E 31.00 FEET; THENCE S78°40'52"E 82.16 FEET; THENCE S11°19'08"W 290.34 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.40 ACRES.

## 4. PERCENTAGE OF OWNERSHIP

The percentage of ownership in the Common Areas and Facilities, from and after the date of recording of this First Amendment and Supplemental Declaration and the Centennial Plaza Planned Unit Development Phase 2 & Condominium Plat, shall be as set forth in **Exhibit C** attached hereto and incorporated herein.

## 5. EXPANSION OF THE CONDOMINIUM PROJECT

The condominiums located in the Centennial Plaza Planned Unit Development Phase 2, as well as those of Phase 1 shall be subject to all the terms and conditions of the Declaration and

00339268 Bk00541 Pg00772

subject to condominium ownership with all incidents pertaining thereto as specified in the Declaration as Amended and supplemented by this First Amendment and Supplemental Declaration.

## 6. EXPANSION OF DEFINITIONS

The definitions used in the Declaration are expanded to encompass and refer to the CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS as expanded, Phases 1, and 2 inclusive. The recordation in the office of the Sevier County Recorder, Richfield, Utah of this First Amendment and Supplemental Declaration and of the Centennial Plaza Planned Unit Development Phase 2 & Condominium Plat shall operate automatically to grant, transfer and convey to the owners of the units in the Project as it existed before this expansion, the respective undivided interests in the new Common Areas added to the project as the result of this expansion, and to reduce their percentage of interest in the original Common Areas, existing prior to the expansion. The undivided interest of each unit in the Common Areas of the expanded Centennial Plaza Planned Unit Development Residential Units is set forth in **Exhibit C** attached hereto and incorporated herein.

## 7. APPLICABILITY OF THE DECLARATION

Except as the Declaration is modified, supplemented or amended as set forth herein and the recording of the Centennial Plaza Planned Unit Development Phase 2 & Condominium Plat, the Declaration and the expanded definitions thereof shall continue in full force and effect applicable to all condominiums submitted to CENTENNIAL PLAZA PLANNED UNIT DEVELOPMENT RESIDENTIAL UNITS by the Declaration and this First Amendment and Supplemental Declaration adding Phase 2 to the Project.

## 8. ADDITIONAL LAND

The legal description of the Additional Land as described in Exhibit "D-1" of the Declaration shall be reduced by the Parcels described on Exhibit B attached hereto.

## 9. AMENDMENTS TO THE DECLARATION

The following additional amendments to Section **III. COVENANTS, CONDITIONS, AND RESTRICTIONS** of the Declaration shall be made:

Paragraph 3. (titled "Membership in the Association, Classes of Membership and Voting Allocations.") subparagraph b. shall be amended to read in its entirety as follows:

b. Class B. Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Units, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to five (5) votes per Unit owned, whether the Unit is constructed or unconstructed. The Class B membership and the Class B Control Period

00339268 BK00541 Pg00773

shall terminate, and Class B membership shall convert to Class A membership upon the happening of the earlier of the following (the "Event" or "Events"):

- (1) Units Sold. Four (4) months after seventy five percent (75%) of the Dwelling Units constructed upon the Units in the whole Project, including any land added or to be added, have been sold; or
- (2) Seven Years. Seven (7) years from the effective date of this Declaration; or
- (3) Election. When, in its sole discretion, Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Unit owned. Within forty-five (45) days of the occurrence of such event, the Declarant shall call a meeting, in the manner described in the By Laws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

The first sentence of Paragraph 41. (titled "Amendment.") shall be amended in its entirety to read as follows:

Anything to the contrary notwithstanding, prior to the termination of the Period of Declarant's Control, the Declarant may amend the Declaration or Plat Map without any additional consent or approval required.

Paragraph 46. (titled "Expansion of the Project.") Subparagraph a) titled "Reservation of Option to Expand." shall be amended in its entirety to read as follows:

a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Units in the Project. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire seven (7) years from the date of recording of the Declaration for Phase 1 unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven (7) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be created on any or all portions of the Additional Land.

Paragraph 46. (titled "Expansion of the Project.") Subparagraph f) titled "Other Provisions Concerning Expansion." shall be amended in its entirety to read as follows:

00339268 8k00541 Ps00774

f) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to multi family residential housing limited to no more than one family per Dwelling Unit.

(2) Portions of the Additional Land may be added to the Project at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Property through the easement areas as shown on the Map. The Association of Unit Owners shall not allow anything to be built upon or interfere with said easement areas.

(4) No assurances are made concerning:

a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.

b. Type, kind or nature of improvement which may be created on any portion of the Additional Land.

c. Whether any Units created on any portion of the Additional Land will be substantially identical to or have architectural compatibility with those within the initial Project except that Units will be constructed of an equal or better quality of materials and construction than the Units in Phase I.

d. Type, size, or maximum number of Private Use Areas or Limited Common Areas which may be created within any portion of the Additional Land added to the Project.

(5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration; (b) the creation, construction, or addition to the Project of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, or any Land.

(6) Assuming that only Phase 1 and Phase 2 of the Project is completed, the minimum number of Units would be 40 and the maximum

00339268 Bk00541 Pg00775

percentage of ownership interest of each Unit would be 2.50%. Assuming all Phases in the Project are completed and all of the Additional Land is added to the Project (a) the maximum number of Units would be 140; (b) there would be 11.55 acres approximately; (c) the maximum number of Units per net acre would be about 12.17; and (d) the minimum Percentage Interest of each Unit would be .71428%. Provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

IN WITNESS WHEREOF, the undersigned, Walnut Grove Development, L.L.C., a Utah limited liability company has set its hand this 14th day of April, 2006.

DECLARANT:  
Walnut Grove Development, L.L.C.,  
a Utah limited liability company

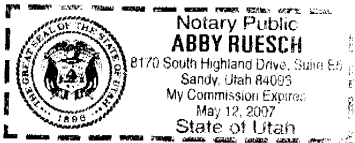
By: [Signature]  
Samuel W. Morgan, Manager

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 14th day of April, 2006, by Samuel W. Morgan as Manager of Walnut Grove Development, L.L.C., a Utah limited liability company.

[Signature]  
Notary Public



00339268 BK00541 Pg00776

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE ORIGINAL PROJECT**

The Land described in the foregoing document as Phase 1 is located in Sevier County, Utah and is described more particularly as follows:

Phase 1

PARCEL NO. 2 - PHASE 1

BEGINNING AT A POINT LOCATED NORTH 1131.32 FEET AND EAST 1251.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T.23S., R.3W., S.L.B. & M.; THENCE S00°41'23"W 149.72 FEET; THENCE N89°20'01"W 218.79 FEET; THENCE N00°39'59"E 68.00 FEET; THENCE S89°20'01"E 19.18 FEET; THENCE N00°39'59"E 104.92 FEET; THENCE N88°43'39"E 16.28 FEET; THENCE AROUND A 522.68 FOOT RADIUS CURVE TO THE RIGHT 131.79 FEET, SAID CURVE HAVING A CHORD BEARING OF S84°02'56"E AND A CHORD LENGTH OF 131.45 FEET; THENCE S76°49'32"E 53.79 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.79 ACRES.

PARCEL NO. 3 - PHASE 1

BEGINNING AT A POINT LOCATED NORTH 1377.94 FEET AND EAST 875.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T.23S., R.3W., S.L.B. & M.; THENCE S11°19'08"W 92.92 FEET; THENCE AROUND A 223.50 FOOT RADIUS CURVE TO THE LEFT 51.29 FEET, SAID CURVE A CHORD BEARING OF S04°44'42"W AND A CHORD LENGTH OF 51.17 FEET; THENCE S01°49'44"E 23.58 FEET; THENCE S66°06'37"W 22.05 FEET; THENCE AROUND A 175.19 FEET RADIUS CURVE TO THE LEFT 76.01 FEET, SAID CURVE HAVING A CHORD BEARING OF S53°40'50"W AND CHORD LENGTH OF 75.42 FEET; THENCE S41°15'03"W 117.07 FEET; THENCE AROUND A 197.00 FOOT CURVE TO THE LEFT 27.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S37°14'14"W AND CHORD LENGTH OF 27.58 FEET; THENCE N47°28'54"W 3.12 FEET; THENCE N00°37'01"W 308.92 FEET; THENCE N89°22'59"E 83.96 FEET; THENCE AROUND A 215.50 FOOT RADIUS CURVE TO THE RIGHT 35.93 FEET, SAID CURVE HAVING A CHORD BEARING OF N06°37'04"E AND CHORD LENGTH OF 35.89 FEET; THENCE S80°52'44"E 31.03 FEET; THENCE S74°37'45"E 84.64' TO THE POINT OF BEGINNING.  
CONTAINING 0.98 ACRES.

00339268 BK00541 P900777

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE PHASE 2 TRACT**

The Land described in the foregoing document as Phase 2 is located in Sevier County, Utah and is described more particularly as follows:

Phase 2

PARCEL NO. 2 - PHASE 2

BEGINNING AT POINT LOCATED NORTH 1168.64 FEET AND EAST 920.49 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T. 23 S., R. 3 W., S.L.B. & M.; THENCE AROUND A 271.23 FOOT RADIUS CURVE TO THE LEFT 89.77 FEET (DELTA=18°57'48", CB=N82°16'23"W, CD=89.36 FEET); THENCE N88°43'39"E 43.40 FEET; THENCE S00°39'59"W 104.92 FEET; THENCE N89°20'01"W 19.18 FEET; THENCE S00°39'59"W 68.00 FEET; THENCE N89°20'01"W 126.55 FEET; THENCE N00°39'59"E 68.00 FEET; THENCE S89°20'01"E 13.77 FEET; THENCE N00°39'59"E 115.18 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.52 ACRE.

PARCEL NO. 3 - PHASE 2

BEGINNING AT A POINT LOCATED NORTH 1377.94 FEET AND EAST 875.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T. 23 S., R. 3 W., S.L.B. & M.; THENCE N75°37'45"W 84.64 FEET; THENCE N80°52'44"W 31.03 FEET; THENCE AROUND A 215.50 FOOT RADIUS CURVE TO THE LEFT 35.93 FEET (DELTA=9°33'07", CB=S06°37'04"W, CD=35.89 FEET); THENCE S89°22'59"W 83.96 FEET; THENCE N00°37'01"W 86.99 FEET; THENCE N26°37'28"E 17.33 FEET; THENCE N13°19'20"E 219.08 FEET; THENCE S76°40'40" E 87.12 FEET; THENCE N11°46'33"E 21.21 FEET; THENCE S78°13'27"E 31.00 FEET; THENCE S78°40'52"E 82.16 FEET; THENCE S11°19'08"W 290.34 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.40 ACRES.

00339268 Ek00541 P500778



**EXHIBIT C**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg. No.</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>
1	T1-4	T1	2.50
1	T1-4	T2	2.50
1	T1-4	T3	2.50
1	T1-4	T4	2.50
1	T5-8	T5	2.50
1	T5-8	T6	2.50
1	T5-8	T7	2.50
1	T5-8	T8	2.50
1	C1-8	C1	2.50
1	C1-8	C2	2.50
1	C1-8	C3	2.50
1	C1-8	C4	2.50
1	C1-8	C5	2.50
1	C1-8	C6	2.50
1	C1-8	C7	2.50
1	C1-8	C8	2.50
2	T9-12	T9	2.50
2	T9-12	T10	2.50
2	T9-12	T11	2.50
2	T9-12	T12	2.50
2	T13-16	T13	2.50
2	T13-16	T14	2.50
2	T13-16	T15	2.50
2	T13-16	T16	2.50
2	T17-20	T17	2.50
2	T17-20	T18	2.50
2	T17-20	T19	2.50
2	T17-20	T20	2.50
2	T21-24	T21	2.50
2	T21-24	T22	2.50
2	T21-24	T23	2.50
2	T21-24	T24	2.50
2	B1-8	B1	2.50
2	B1-8	B2	2.50
2	B1-8	B3	2.50
2	B1-8	B4	2.50
2	B1-8	B5	2.50
2	B1-8	B6	2.50
2	B1-8	B7	2.50
2	B1-8	B8	2.50
<b>TOTAL</b>	<b>8</b>	<b>40</b>	<b>100%</b>

00339268 Bk00541 Pg00779

