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AFTER RECORDING PLEASE RETURN TO:

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ENT 9187:2003 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jan 21 1:42 pm FEE 96.00 BY JRD
RECORDED FOR PROVO CITY

**FIRST SUPPLEMENTAL
DECLARATION OF CONDOMINIUM
CANYON MEADOW CONDOMINIUMS
AT SUNRIDGE HILLS
An Expandable Condominium Project
Provo, Utah County, Utah**

This First Supplemental Declaration of Condominium ("First Supplemental Declaration") is made as of this 31 day of Dec, 2002, by SGS ASSOCIATES, INC., a Utah corporation, pursuant to the following:

RECITALS:

- A. Declarant is the developer of Canyon Meadow Condominiums at Sunridge Hills, an expandable condominium project in Provo, Utah County, Utah (the "Project").
- B. On or about May 10, 2002, Declarant caused to be recorded as Entry 54393:2002, in the Public Records, that certain **Declaration of Condominium (Including Owner Association Bylaws), Canyon Meadow Condominiums at Sunridge Hills**, relating to the Project (the "Declaration").
- C. Pursuant to the provisions of ARTICLE II of the Declaration, Declarant is permitted to annex into the Project additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Condominium Units and Common Areas consistent with the existing Phases of the Project and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Project for development as Phase II of the Project.

Therefore, Declarant hereby declares as follows:

- 1. All defined terms as used throughout the entirety of this First Supplemental Declaration shall have the same meanings as those set forth and defined in the Declaration.

2. The real property situated in Utah County, Utah described in **Exhibit A** attached hereto and incorporated herein by reference, is hereby submitted and made subject to the provisions of the Utah Condominium Ownership Act and the Declaration and is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said real property;

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under said real property, and any improvements (excluding Buildings) now or hereafter constructed thereon, as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete the Building and Units and all of the other improvements described in this Declaration or in the Record of Survey Map 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 (iii) to improve portions of such 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, such 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, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is recorded 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 real property, or any portion thereof, including, without limitation, 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 Record of Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said 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; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS 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 of the Declaration is amended in its entirety to read as follows:

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into 126 Condominium Units as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided, but equal, interest in and to the Common Areas and Facilities. Such number of Units exceed the minimum number of Units in the Project but are less than the maximum number of Units in the Project, and give each Owner a 1/126th (or approximately 0.79365%) undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant Sections 2.03 and 2.04, the maximum number of Units in the Project will be 162 and each Unit Owner will have a 1/162nd (or approximately 0.61728%) undivided interest in the Common Areas and Facilities.

(b) Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 Description of Buildings, Parking and Storage Units. There will initially be sixteen Buildings containing 126 Units: three 10-plexes; eleven 8-plexes; and two 4-plexes. Each Unit has access to its designated ground level garage (either one or two car capacity, depending on the Building style and Unit model). Some Units have three bedrooms and two baths and others two bedrooms and two baths. Each 10-plex Building will have one Unit with two and one-half baths and one Unit with one bath. Each Unit has a Limited Common Area patio or balcony, depending upon its location (lower or upper level) in a Building. The construction is stucco and artificial stone over wood frame with architectural asphalt shingle roof. Unit sizes and configuration vary depending upon the Building type.

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

5. This First Supplemental Declaration shall be recorded in the Public Records concurrently with the Map entitled **Phase "2" Canyon Meadow Condominiums at Sunridge Hills**, executed and acknowledged by Declarant, consisting of two sheets prepared by David V. Thomas, a registered Utah land surveyor holding Certificate No. 163947, and shall be effective from the date of such recording.

Declarant has executed this instrument as of the day and year first above set forth.

SGS ASSOCIATES, INC.

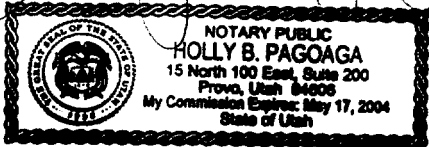
By: 

Stephen G. Stewart, President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 31st day of Dec, 2002,
by **Stephen G. Stewart** in the capacity indicated.

Holly B. PAGOAGA
NOTARY PUBLIC



NOTARY PUBLIC
HOLLY B. PAGOAGA
15 North 100 East, Suite 200
Provo, Utah 84606
My Commission Expires: May 17, 2004
State of Utah

Exhibit A
FIRST SUPPLEMENTAL
DECLARATION OF CONDOMINIUM

CANYON MEADOW CONDOMINIUMS
AT SUNRIDGE HILLS
An Expandable Condominium Project

Beginning at a point which is North 00°48'49" West 637.84 feet from the South quarter corner of Section 8, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

Thence South 71°59'00" West 150.50 feet; thence South 70°19'27" West 142.24 feet; thence South 12°32'42" West 17.18 feet; Thence North 77°27'18" West 128.46 feet; thence North 21°28'44" West 57.25 feet; thence along the arc of an 84.00 foot radius curve to the right through a central angle of 27°14'28" for 39.94 feet (chord bears North 07°51'30" West 39.56 feet); thence along the arc of a 15.00 foot radius curve to the right through a central angle of 96°46'57" for 25.34 feet (chord bears North 54°09'13" East 22.43 feet); thence North 12°32'42" East 32.00 feet; thence North 63°27'31" East 24.22 feet; thence North 12°32'42" East 19.13 feet; thence North 04°57'08" West 64.90 feet; thence North 77°27'18" West 59.95 feet; thence South 71°33'07" West 192.54 feet; thence North 02°05'17" East 155.00 feet; thence North 89°06'51" West 100.08 feet; thence along the arc of a 316.00 foot radius curve to the left through a central angle of 09°20'14" for 51.50 feet (chord bears North 03°47'44" West 51.44 feet); thence North 08°27'51" West 205.61 feet; thence North 69°31'40" East 354.61 feet; thence South 21°28'08" East 290.25 feet; thence South 49°29'15" East 139.85 feet; thence North 49°33'55" East 154.43 feet; thence South 10°23'08" East 288.29 feet; thence South 24°58'04" East 99.92 feet to the point of beginning.