

9/10/99

7464024

SECOND SUPPLEMENT TO  
DECLARATION OF  
CONDOMINIUM  
OF  
SIENNA CONDOMINIUMS  
(Phase 3)

7464024  
09/10/1999 11:51 AM 59.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
BY: RDJ, DEPUTY - WI 6 P.

THIS SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUMS is made and executed this 8 day of September, 1999, by MSG, 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 "Declarant").

RECITALS:

A. On or about the 20th day of October, 1998, Declarant made and executed that certain "Declaration of Condominium of Sienna Condominiums," with respect to the certain real property located in Salt Lake County, State of Utah, more particularly described therein and now known as Sienna Condominiums (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 12th day of November, 1998, in Book 8158, beginning at Page 1971, as Entry No. 7150901.

B. Under the terms of the Declaration, Declarant reserved the right to add certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

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

1. Submission of Phase 3. 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, 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 ease-

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ments necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO 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 Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) an easement for ingress and egress for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "D" attached to the Declaration, whether or not the Additional Land, or portions thereof, is part of the Project; (ii) to construct and complete each of the Units in any Building and all of the other improvements described in the Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (iii) 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 Declarant or as such assignee or successor may reasonably determine to be appropriate; and (iv) to construct and complete each of the Units, Buildings and other improvements to be constructed upon any Additional Land or portion thereof intended to be included within the Project. 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.

2. Amendment to Exhibit "A". Declarant hereby supplements and amends the Declaration by the filing of Amended Exhibit "A" (Phases 1, 2 and 3) attached hereto and incorporated herein by reference.

3. Supplemental Map. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of 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.

4. Representations of Declarant. Declarant represents as follows:

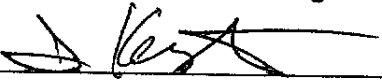
a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1, the total number of Units when completed, will equal forty (40).

5. 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.

MSG, L.C., a  
Utah Limited Liability Company  
By Sundial Inc., It's Manager

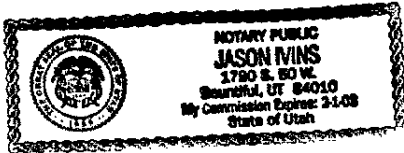
  
By: Joel Kester, President

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

On the 8 day of September, 1999, personally appeared before me Joel Kester, who being by me duly sworn, did say that he is the Manager of MSG, L.C., a Utah Limited Liability Company, and that the foregoing Supplement to Declaration 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.

  
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NOTARY PUBLIC, Residing at:

My Commission Expires:  
2/1/03



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SCHEDULE "A"  
to  
First Supplement to Declaration of Condominium of  
Sienna Condominiums  
  
(Legal Description of Additional Land)

Beginning at a point on the Southeast Right of Way line of a State Highway SR 266, said point being North 0 degrees 02'30" West (deeded North) 788.70 feet and North 89 degrees 58'15" East 297.67 feet (deeded East: 297.31 feet) from the Southwest Corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence from said point of beginning North 63 degrees 46'00" East 472.13 feet along said Right of Way line; thence South 0 degrees 38'43" East 129.32 feet; thence North 89 degrees 58'15" East 63.99 feet; thence South 0 degrees 01'45" East 79.17 feet; thence South 89 degrees 58'15" West 488.99 feet to the point of beginning.

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AMENDED EXHIBIT "A"  
to  
First Supplement to Declaration of Condominium of  
Sienna Condominiums  
(Phases 1,2 & 3)  
(Percentage Interest)

<u>UNIT NO</u>	<u>SIZE</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTES</u>
1	1505	2.63	2.63
2	1351	2.35	2.35
3	1351	2.35	2.35
4	1505	2.63	2.63
5	1505	2.63	2.63
6	1351	2.35	2.35
7	1351	2.35	2.35
8	1505	2.63	2.63
9	1505	2.63	2.63
10	1505	2.63	2.63
11	1505	2.62	2.62
12	1351	2.35	2.35
13	1351	2.35	2.35
14	1505	2.62	2.62
15	1505	2.62	2.62
16	1351	2.35	2.35
17	1351	2.35	2.35
18	1505	2.62	2.62
19	1505	2.62	2.62
20	1351	2.35	2.35
21	1351	2.35	2.35
22	1505	2.62	2.62
23	1505	2.62	2.62
24	1351	2.35	2.35
25	1351	2.35	2.35
26	1505	2.62	2.62
27	1505	2.62	2.62
28	1351	2.35	2.35
29	1351	2.35	2.35
30	1505	2.62	2.62
31	1505	2.62	2.62
32	1351	2.35	2.35
33	1351	2.35	2.35
34	1505	2.62	2.62
35	1505	2.62	2.62
36	1351	2.35	2.35
37	1351	2.35	2.35
38	1505	2.62	2.62
39	1505	2.62	2.62
40	1505	2.62	2.62
Totals	57,428	100%	100

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