

RECORDED AT THE REQUEST OF:
Salisbury Development, LLC
494 West 1300 North
Springville, UT 84663
(801)-491-9091

ENT 105184:2010 PG 1 of 4
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Dec 03 12:38 pm FEE 24.00 BY SS
RECORDED FOR SPRINGVILLE CITY CORPORATIO

(Above Space for Recorder's use Only)

THIRD SUPPLEMENT TO DECLARATION OF CONDOMINIUM
(Including Bylaws)
Of
Brookline Condominiums
(Expandable Condominium Project)
Springville, Utah
Phase 8D

This Third Supplement to the above-entitled Declaration ("Third Supplement to Declaration") is made as of 1 day of December 2010, by Homes by Harmony, Inc. a Utah Corporation ("Declarant"), pursuant to the following:

RECITALS

- A. Declarant is not the developer of Brookline Condominium an expandable condominium project in Springville, Utah (the "Development")
- B. On or about June 6, 2007, Developer caused to be recorded as Entry Number 83097:2007 in the Utah County Records, that certain Declaration of Condominium (Including Bylaws), Brookline Condominiums (the "Declaration") relating to the Development.
- C. Pursuant to Article II of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in Declaration (including any Exhibit thereto) for purposes of development into additional Units, consistent with the existing phases (Phases 5 Amended, 6 Amended, 7, 8A, 8C of the Development and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Development for development as Phase 8D of the Development.

Therefore, Declarant hereby declares as follows:

1. All defined terms as used in this Third Supplement to Declaration (including the RECITALS) shall have the same meaning as those set forth and defined in the Declaration.
2. The following described real property situated in the City of Springville, UT County, Utah is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, so conveyed and occupied as a part thereof.

**BOUNDARY DESCRIPTION
BROOKLINE CONDOMINIUMS
BROOKLINE PHASE 8 PLAT "8D"**

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCES S. 88°44'34" W. ALONG THE SECTION LINE 174.50 FEET; THENCE NORTH 367.93 FEET TO THE REAL POINT OF BEGINNING,

THENCE WEST A DISTANCE OF 132.00 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90° 00'00" AND A CHORD THAT BEARS N. 45°00'00" W. A DISTANCE OF 35.36 FEET; THENCE NORTH A DISTANCE OF 141.03 FEET; THENCE EAST A DISTANCE OF 123.80 FEET; THENCE NORTH A DISTANCE OF 21.22 FEET; THENCE EAST A DISTANCE OF 33.20 FEET; THENCE SOUTH A DISTANCE OF 187.25 FEET MORE OR LESS TO THE POINT OF BEGINNING CONTAINING 0.61 ACRES OF LAND.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, accompanying such real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easement and rights of ingress and egress over, across, through, and under the such real property and any improvements (including 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 described in this Declaration or in the 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 (iii) to improve portions of such real property with such other or additional improvements, facilitates, or landscaping designed for the use of 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 of such improvement or utility line shall exist. With the exception of such perpetual easement, 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 quasigovernmental authorities; all Patent reservations and exclusions 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 and amend such mortgage); all visible easements and rights-of-way; all easement and rights-of-way encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. Section 2.2 of the Declaration is amended in its entirety to read as follows:

2.2 Division into Condominium Units, Minimum and Maximum Ownership Interests. The project is hereby divided into eighty-eight (88) condominium Unit Consisting of a Unit and appurtenant undivided but equal percentage interest in and to the Common Areas and Facilities. Such units comprise the current number of Units in the Project and give each Owner a current 1.1363% undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant to Sections 2.3 and 2.4, the maximum number of Units in the Project will be two hundred sixty-four (264) and each Unity Owner will have a 0.379% undivided interest in the common Areas and Facilities.

4. Except as amended by the provisions of this Third Supplement to Declaration, the Declaration shall remain unchanged and, together with this Third Supplement to Declaration, shall constitute the Declaration of Condominium for the Development as expanded by the annexation of the Additional Land described herein.

5. This Third Supplement to Declaration relates to the Plat entitled Phase 8D, Brookline Condominiums, as Utah Expandable Condominium Project, Springville City, Utah County, Utah, prepared and certified to by Kenneth E. Barney, a Utah Registered Land Surveyor holding Certificate No. 172762, executed and acknowledged by Declarant accepted by Springville City, and filed for record in the Utah County records.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first set forth above.

DECLARANT:

HOMES BY HARMONY, INC.

By: RK SS - _____

Name: Rick Salisbury

Its: Manager

STATE OF UTAH

COUNTY OF UTAH

On the 15th day of December in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Salisbury personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the entities upon behalf of which the individual acted executed the instrument.



Kevin Pinder