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WHEN RECORDED RETURN TO:

James R. Blakesley  
Attorney at Law  
2595 East 3300 South  
Salt Lake City, Utah 84109  
(801) 485-1555

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Dec 15 3:15 pm FEE 154.00 BY SS  
RECORDED FOR PLEASANT GROVE CITY CORPORA

**SECOND SUPPLEMENT TO  
DECLARATION OF CONDOMINIUM FOR BELLE MONET CONDOMINIUM,  
An Expandable Utah Condominium Project**

This Second Supplement to Declaration of Condominium for Belle Monet Condominium is made and executed by Belle Monet LLC, whose principal address is 593 North Canyon View Drive, Pleasant Grove, Utah 84062 (hereinafter referred to as the "Declarant").

**RECITALS**

Whereas, the original Declaration of Condominium for Belle Monet Condominium was recorded in the office of the County Recorder of Utah County, Utah on the 3rd day of September, 2004 as Entry No. 102133:2004 at Page(s)1 of 62 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) for Phase 1 of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the First Supplement to Declaration of Condominium for Belle Monet Condominium was recorded in the office of the County Recorder of Utah County, Utah on the 21<sup>st</sup> day of December, 2004 as Entry No. 142695:2004 of the Official Records (the "First Supplement").

Whereas, the related Plat Map(s) for Phases 2-5, inclusive of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 41 of the Declaration, Declarant reserved an option, until the five (5) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser, to expand the Project in accordance with the Act.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibits "A-6, A-7, A-8 A-10 and A-11" attached hereto and incorporated herein by this reference (collectively, "Second Supplement Property").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

Whereas, Declarant desires to expand the Project by creating on the Second Supplement Property a residential condominium development.

Whereas, Declarant now intends that the Second Supplement Property shall become subject to the Declaration.

## A G R E E M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this Second Supplement to Declaration of Condominium for Belle Monet Condominium.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. **Second Supplement to the Declaration** shall mean and refer to this Second Supplement to Declaration of Condominium for Belle Monet Condominium.

B. **Second Supplemental Map(s) or Second Supplement Property Map(s)** shall mean and refer to the Supplemental Plat Map(s) for the additional phases of the Project described on Exhibits "A-6, A-7, A-8 A-10 and A-11" prepared and certified to by Travis Trane, of Trane Engineering, P.C., a duly registered Utah Land Surveyor holding Certificate No. 5152741, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this First Supplement to the Declaration.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibits "A-6, A-7, A-8 A-10 and A-11" are hereby submitted to the provisions of the Act and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as supplemented.

3. **Annexation.** Declarant hereby declares that the Second Supplement Property shall be annexed to and become subject to the Declaration, which upon recordation of this Second Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibits "A-6, A-7, A-8 A-10 and A-11" subject to the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the Maps, the following phases, buildings and units will be added to the project:

<u>Phase</u>	<u>Number of Buildings</u>	<u>Number of Units</u>
6	1	12
7	1	12
8	1	12
9	1	12
10	1	12
11	1	12

In all, 72 additional Units are or will be constructed and/or created in the Project on the Second Supplement Property. The additional Buildings and Units are located within a portion of the Additional Land. Upon the recordation of the Maps for the additional Phases and this Second Supplement to the Declaration, the total number of Units in the Project will be 104. The additional Buildings and Units in each Phase are or will be substantially similar in construction, design, and quality to the Building and Units in the prior Phase(s).

5. **Percentage Interest Revised.** Pursuant to the Act and the Declaration, Declarant is required, with the additional Units, to reallocate the undivided percentages of ownership interest in the Common Areas and Facilities. Revised Exhibit "C" (Percentages of Undivided Ownership Interests) to the Declaration is hereby deleted in its entirety and "Second Revised Exhibit "C,"" attached hereto and incorporated herein by this reference, is substituted in lieu thereof.

6. **Water Features and Other Amenities.** A natural creek is located on the property in the Common Areas, which shall be open and available for the enjoyment of the general public as well as the residents of the Project. The following artificial private amenities have been or will be constructed or added to the Project: Swimming Pool, Hot Tub, Racquetball and Handball Court and Game Room, as well as other amenities of a less significant nature. By acceptance of a deed or other document of conveyance to a Unit, each Owner and his family members, tenants, permittees, guests and invitees, by entering the Project and making use of the recreational amenities, accept the property "as is" and "with all faults," assume all risks and perils inherent in those activities and use of the amenities, waive any claims for loss, damage or harm to person or property against the Declarant and the Association arising out of or caused by said use, release them from any and all liability, including negligence, except for damages resulting from intentional misconduct, and hereby covenant not to sue. Furthermore, each Unit Owner or resident, by virtue of their taking a deed of conveyance to or possession of the property, agrees to obtain adequate insurance, which shall provide primary coverage, and hereby assumes full financial responsibility for any and all accidents, injury, harm, loss, liability or damage which may occur to his person or property, or that of his family members, guests,

visitors, invitees and permittees while in the Common Area and/or using the recreational facilities, including the following amenities: Swimming Pool, Hot Tub, Racquetball and Handball Court, Game Room, Theater and Multi-media Room, as well as other amenities of a less significant nature, and waives any claim against the Declarant and/or Association, including negligence. Neither the Declarant nor the Association are responsible for any damage to or loss of any personal property, equipment or electronic devices, or for the content of any movies, videos, DVDs, CDs and the like, of any kind, which may be viewed or heard in the Common Area, including by way of illustration but not limitation the Game, Theater or Multi-media Room.

7. **Effective Date.** The effective date of this First Supplement to the Declaration and the Map(s) for Phases 6-11, inclusive, shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

EXECUTED the \_\_\_ day of October, 2005.

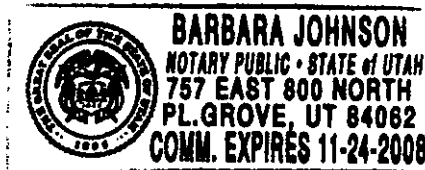
BELLE MONET, LLC,  
a Utah limited liability company

By: Matthew Kriser  
Name: Matthew Kriser  
Title: Manager

STATE OF UTAH                    )  
  )ss:  
COUNTY OF UTAH                )

On the 12 day of October, 2005, personally appeared before me Matthew Kriser, who by me being duly sworn, did say that he is the Manager of BELLE MONET, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Matthew Kriser duly acknowledged to me that said Company executed the same.

Barbara Johnson  
NOTARY PUBLIC  
Residing At:  
Commission Expires: 11-24-2008



**EXHIBIT "A-6"**

**BELLE MONET CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 6 of the Second Supplement Property is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 501.62 FEET AND EAST 524.65 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 00°13'11" WEST 555.63 FEET; THENCE EAST 352.09 FEET; THENCE SOUTH 0°32'00" EAST 555.65 FEET; THENCE WEST 355.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 542.35 FEET AND EAST 723.52 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN: THENCE NORTH 01°31'18" WEST 204.75 FEET; THENCE ALONG A 189.50 FOOT RADIUS CURVE TO THE LEFT 173.56 FEET (CHORD BEARS: NORTH 27°45'36" WEST 167.56 FEET); THENCE WEST 34.52 FEET; THENCE ALONG A NON-TANGENT 171.50 FOOT RADIUS CURVE TO THE LEFT 16.03 FEET (CHORD BEARS: NORTH 66°02'49" WEST 16.03 FEET); THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT 35.87 FEET (CHORD BEARS: NORTH 34°28'20" WEST 33.77 FEET); THENCE NORTH 00°13'11" WEST 61.07 FEET; THENCE ALONG A 8.50 FOOT RADIUS CURVE TO THE RIGHT 13.38 FEET (CHORD BEARS: NORTH 44°53'25" EAST 12.04 FEET); THENCE EAST 220.51 FEET; THENCE ALONG A 8.5 FOOT RADIUS CURVE TO THE RIGHT 13.35 FEET (CHORD BEARS: SOUTH 44°59'55" EAST 12.02 FEET); THENCE ALONG A 84.50 FOOT RADIUS CURVE TO THE LEFT 36.80 FEET (CHORD BEARS: SOUTH 12°28'25" EAST 36.51 FEET); THENCE ALONG A 15.50 FOOT RADIUS CURVE TO THE RIGHT 6.60 FEET (CHORD BEARS: SOUTH 12°44'50" EAST 6.55 FEET); THENCE SOUTH 00°32'39" EAST 45.04 FEET; THENCE SOUTH 89°28'00" WEST 18.00 FEET; SOUTH 0°32'00" EAST 360.77 FEET; THENCE SOUTH 89°43'03" WEST 80.63 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "A-7"**

**BELLE MONET CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 7 of the Second Supplement Property is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 673.45 FEET AND EAST 720.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN: THENCE EAST 82.90 FEET; THENCE S 0°32'00" E 130.71 FEET; THENCE SOUTH 89°43'03" WEST 80.63 FEET; THENCE NORTH 01°31'18" WEST 131.15 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "A-8"**

**BELLE MONET CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 8 of the Second Supplement Property is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 794.47 FEET AND EAST 712.27 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 91.07'; THENCE SOUTH 0°32'00" EAST 121.02 FEET; THENCE WEST 82.90 FEET; THENCE NORTH 01°31'18" WEST 73.60 FEET; THENCE ALONG A 189.50 FOOT RADIUS CURVE TO THE LEFT 48.13 FEET (CHORD BEARS: NORTH 08°47'54" WEST 48.00 FEET) TO THE POINT OF BEGINNING.

**EXHIBIT "A-9"**

**BELLE MONET CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 9 of the Second Supplement Property is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 895.30 FEET AND EAST 642.18 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 160.83 FEET; THENCE SOUTH 0°32'00" EAST 100.84 FEET; THENCE WEST 91.07 FEET; THENCE ALONG A NON-TANGENT 189.50 FOOT RADUIS CURVE TO THE LEFT 125.43 FEET (CHORD BEARS: NORTH 35°02'12" WEST 123.15 FEET) TO THE POINT OF BEGINNING.



**EXHIBIT "A-10 and A-11"****BELLE MONET CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phases 10 and 11 of the Second Supplement Property is located in Utah County, Utah and is described more particularly as follows:

COMMENCING AT A POINT LOCATED NORTH 00°20'54" WEST 999.25 FEET AND EAST 582.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 220.51 FEET; THENCE ALONG A 8.5 FOOT RADUIS CURVE TO THE RIGHT 13.35 FEET (CHORD BEARS: SOUTH 44°59'55" EAST 12.02 FEET); THENCE ALONG A 84.50 FOOT RADUIS CURVE TO THE LEFT 36.80 FEET (CHORD BEARS: SOUTH 12°28'25" EAST 36.51 FEET); THENCE ALONG A 15.50 FOOT RADUIS CURVE TO THE RIGHT 6.60 FEET (CHORD BEARS: SOUTH 12°44'50" EAST 6.55 FEET); THENCE SOUTH 00°32'39" EAST 45.04 FEET; THENCE SOUTH 89°28'00" WEST 18.00 FEET; SOUTH 00°32'00" EAST 8.20 FEET; THENCE WEST 195.35 FEET; THENCE ALONG A NON-TANGENT 171.50 FOOT RADUIS CURVE TO THE LEFT 16.03 FEET (CHORD BEARS: NORTH 66°02'49" WEST 16.03 FEET); THENCE ALONG A 29.87 FOOT RADUIS CURVE TO THE RIGHT 35.89 FEET (CHORD BEARS: SOUTH 34°28'20" EAST 33.77 FEET); THENCE NORTH 00°13'11" WEST 61.07 FEET; THENCE ALONG A 8.50 FOOT RADUIS CURVE TO THE RIGHT 13.38 FEET (CHORD BEARS: SOUTH 44°53'25" WEST 12.04 FEET) TO THE POINT OF BEGINNING.

**SECOND REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<b>Phase</b>	<b>Building No.</b>	<b>Unit No.</b>	<b>Percentage of Ownership Interest</b>
1	1	101	0.7575%
1	1	102	0.7575%
1	1	103	0.7575%
1	1	104	0.7575%
1	1	201	0.7575%
1	1	202	0.7575%
1	1	203	0.7575%
1	1	204	0.7575%
1	1	301	0.7575%
1	1	302	0.7575%
1	1	303	0.7575%
1	1	304	0.7575%
2	2	101	0.7575%
2	2	102	0.7575%
2	2	103	0.7575%
2	2	204	0.7575%
2	2	202	0.7575%
2	2	202	0.7575%
2	2	203	0.7575%
2	2	204	0.7575%
2	2	302	0.7575%
2	2	302	0.7575%
2	2	303	0.7575%
2	2	304	0.7575%
3	3	101	0.7575%
3	3	102	0.7575%
3	3	103	0.7575%
3	3	104	0.7575%
3	3	201	0.7575%
3	3	202	0.7575%
3	3	203	0.7575%
3	3	204	0.7575%
3	3	301	0.7575%
3	3	302	0.7575%
3	3	303	0.7575%
3	3	304	0.7575%

<b>Phase</b>	<b>Building No.</b>	<b>Unit No.</b>	<b>Percentage of Ownership Interest</b>
4	4	101	0.7575%
4	4	102	0.7575%
4	4	103	0.7575%
4	4	104	0.7575%
4	4	201	0.7575%
4	4	202	0.7575%
4	4	203	0.7575%
4	4	204	0.7575%
4	4	301	0.7575%
4	4	302	0.7575%
4	4	303	0.7575%
4	4	304	0.7575%
5	5	101	0.7575%
5	5	102	0.7575%
5	5	103	0.7575%
5	5	104	0.7575%
5	5	201	0.7575%
5	5	202	0.7575%
5	5	203	0.7575%
5	5	204	0.7575%
5	5	301	0.7575%
5	5	302	0.7575%
5	5	303	0.7575%
5	5	304	0.7575%
6	6	101	0.7575%
6	6	102	0.7575%
6	6	103	0.7575%
6	6	104	0.7575%
6	6	201	0.7575%
6	6	202	0.7575%
6	6	203	0.7575%
6	6	204	0.7575%
6	6	301	0.7575%
6	6	302	0.7575%
6	6	303	0.7575%
6	6	304	0.7575%

<b>Phase</b>	<b>Building No.</b>	<b>Unit No.</b>	<b>Percentage of Ownership Interest</b>
7	7	101	0.7575%
7	7	102	0.7575%
7	7	103	0.7575%
7	7	104	0.7575%
7	7	201	0.7575%
7	7	202	0.7575%
7	7	203	0.7575%
7	7	204	0.7575%
7	7	301	0.7575%
7	7	302	0.7575%
7	7	303	0.7575%
7	7	304	0.7575%
8	8	101	0.7575%
8	8	102	0.7575%
8	8	103	0.7575%
8	8	104	0.7575%
8	8	201	0.7575%
8	8	202	0.7575%
8	8	203	0.7575%
8	8	204	0.7575%
8	8	301	0.7575%
8	8	302	0.7575%
8	8	303	0.7575%
8	8	304	0.7575%
9	9	101	0.7575%
9	9	102	0.7575%
9	9	103	0.7575%
9	9	104	0.7575%
9	9	201	0.7575%
9	9	202	0.7575%
9	9	203	0.7575%
9	9	204	0.7575%
9	9	301	0.7575%
9	9	302	0.7575%
9	9	303	0.7575%
9	9	304	0.7575%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
10	10	101	0.7575%
10	10	102	0.7575%
10	10	103	0.7575%
10	10	104	0.7575%
10	10	201	0.7575%
10	10	202	0.7575%
10	10	203	0.7575%
10	10	204	0.7575%
10	10	301	0.7575%
10	10	302	0.7575%
10	10	303	0.7575%
10	10	304	0.7575%
11	11	101	0.7575%
11	11	102	0.7575%
11	11	103	0.7575%
11	11	104	0.7575%
11	11	201	0.7575%
11	11	202	0.7575%
11	11	203	0.7575%
11	11	204	0.7575%
11	11	301	0.7575%
11	11	302	0.7575%
11	11	303	0.7575%
11	11	304	0.7575%
TOTAL:			100%