

130
13

WHEN RECORDED MAIL TO:

Janet B. Valentine
Town of Eagle Mountain
1680 E. Heritage Drive
Eagle Mountain, Utah 84043

M
←

ENT 33703:2001 PG 1 of 13
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Apr 11 9:39 am FEE 130.00 BY AB
RECORDED FOR TOWN OF EAGLE MOUNTAIN

SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
WILLOW SPRINGS CONDOMINIUMS,
AN EXPANDABLE UTAH CONDOMINIUM PROJECT
(Phase II)

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WILLOW SPRINGS CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM PROJECT (hereinafter the "Second Amendment") is made on the date hereinafter set forth by Summit Development and Management, L.L.C., a Utah limited liability company (hereinafter "Declarant").

RECITALS:

A. Declarant is the owner of fee simple title to that certain real property situated in the Town of Eagle Mountain, County of Utah, State of Utah, and more particularly described as follows (hereinafter the "Annexed Property"):

Beginning at a point which is South 89°02'40" East along the Section line 1121.80 feet and North 120.62 feet from the Northwest corner of Section 29, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence as follows:

North 89°09'24" West 485.09 feet; thence along the arc of a 175.00 foot radius curve to the right 62.56 feet (curve has a central angle of 20°29'01" and a chord bearing North 11°05'06" East 62.23 feet); thence North 76°53'11" West 73.57 feet; thence along the arc of a 15.00 foot radius curve to the left 21.15 feet (curve has a central angle of 80°47'35" and a chord bearing North 62°43'02" East 19.44 feet); thence along the arc of a 235.00 foot radius curve to the right 137.31 feet (curve has a central angle of 33°28'38" and a chord bearing North 39°03'33" East 135.36 feet); thence along the arc of a 15.00 foot radius curve to the left 20.43 feet (curve has a central angle of 78°01'23" and a chord bearing North 16°47'10" East 18.88 feet); thence North 62°36'53" East 50.31 feet; thence along the arc of a 15.00 foot radius curve to the left 22.54 feet (curve has a central angle of 86°06'52" and a chord bearing South 62°41'23" East 20.48 feet); thence along the arc of a 235.00 foot radius curve to the right 64.59 feet (curve has a central angle of 15°44'49" and a chord bearing North 82°07'36" East 64.38 feet); thence East 27.21 feet; thence along the

arc of a 15.00 foot radius curve to the left 23.56 feet (curve has a central angle of $90^{\circ}00'00''$ and a chord bearing North $45^{\circ}00'00''$ East 21.21 feet); thence North 218.27 feet; thence along the arc of a 175.00 foot radius curve to the right 88.16 feet (curve has a central angle of $28^{\circ}51'45''$ and a chord bearing North $14^{\circ}25'53''$ East 87.23 feet); thence North $28^{\circ}51'45''$ East 40.36 feet; thence along the arc of a 15.00 foot radius curve to the left 17.04 feet (curve has a central angle of $65^{\circ}05'56''$ and a chord bearing North $03^{\circ}40'45''$ West 16.14 feet); thence along the arc of a 80.00 foot radius curve to the left 60.19 feet (curve has a central angle of $43^{\circ}06'29''$ and a chord bearing South $57^{\circ}47'36''$ East 58.78 feet); thence South $28^{\circ}51'45''$ West 50.53 feet; thence East 192.66 feet; thence South $66^{\circ}10'32''$ East 143.81 feet; thence along the arc of a 155.00 foot radius curve to the left 97.43 feet (curve has a central angle of $36^{\circ}00'52''$ and a chord bearing South $32^{\circ}51'57''$ East 95.83 feet); thence along the arc of a 95.00 foot radius curve to the right 71.91 feet (curve has a central angle of $43^{\circ}22'15''$ and a chord bearing South $29^{\circ}11'16''$ East 70.21 feet); thence South $07^{\circ}30'08''$ East 71.94 feet; thence along the arc of a 15.00 foot radius curve to the right 13.91 feet (curve has a central angle of $53^{\circ}07'48''$ and a chord bearing South $19^{\circ}03'46''$ West 13.42 feet); thence along the arc of a 60.00 foot radius curve to the left 57.10 feet (curve has a central angle of $54^{\circ}31'27''$ and a chord bearing South $18^{\circ}21'57''$ West 54.97 feet); thence along the arc of a 15.00 foot radius curve to the right 13.91 feet (curve has a central angle of $53^{\circ}07'48''$ and a chord bearing South $17^{\circ}40'08''$ West 13.42 feet); thence South $44^{\circ}14'02''$ West 146.75 feet; thence along the arc of a 15.00 foot radius curve to the right 13.91 feet (curve has a central angle of $53^{\circ}07'48''$ and a chord bearing South $70^{\circ}47'56''$ West 13.42 feet); thence along the arc of a 60.00 foot radius curve to the left 58.67 feet (curve has a central angle of $56^{\circ}01'21''$ and a chord bearing South $69^{\circ}21'10''$ West 56.36 feet); thence along the arc of a 15.00 foot radius curve to the right 12.96 feet (curve has a central angle of $49^{\circ}30'07''$ and a chord bearing South $66^{\circ}05'33''$ West 12.56 feet); thence South $16^{\circ}51'19''$ West 42.65 feet; thence South $00^{\circ}50'36''$ West 9.00 feet to the point of beginning.

B. Declarant desires to submit the Annexed Property to the provisions of the following:

1) That certain Declaration of Covenants, Conditions and Restrictions of the Willow Springs Condominiums, an Expandable Utah Condominium Project recorded in the office of the County Recorder of Utah County, State of Utah, on August 22, 2000, as Entry No. 65650, in Book 2000, at pages 1, et seq.

2) That certain First Amendment of Declaration of Covenants, Conditions and Restrictions of the Willow Springs Condominiums, an Expandable Utah Condominium Project recorded in the office of the County Recorder of Utah County, State of Utah, on September 29, 2000, as Entry No. 76902, in Book 2000, at pages 1, et seq.

The foregoing documents are hereinafter collectively referred to as the "Declaration."

C. The Annexed Property constitutes a portion of the "Additional Land" (as defined in the Declaration) which is more particularly described in Section 16.7 of the Declaration.

D. Under the provisions of Article 16 of the Declaration, Declarant was granted the right to expand the "Project" (as defined in the Declaration) onto all or any portion of the Additional Land and to subject all or any portion of the Additional Land to the Declaration without the approval, consent or vote of any other person or party.

DECLARATION

NOW, THEREFORE, Declarant hereby covenants, agrees and declares as follows:

1. Submission to Condominium Act. The Declarant hereby expands the Project to include the Annexed Property and the buildings and all other improvements now or hereafter made in or upon the Annexed Property and submits the Annexed Property and such buildings and improvements to the provisions of the Condominium Act and the Declaration. All of the Annexed Property and the buildings and all other improvements now or hereafter made in or upon the Annexed Property are and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a part of the fee simple Condominium Project known as Willow Springs Condominiums at the Town of Eagle Mountain, a Utah Condominium Project. All of Annexed Property and the buildings and all other improvements now or hereafter made in or upon the Annexed Property are and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth in the Declaration, each and all of which are declared and agreed to be for the benefit of said property and in furtherance of a plan for improvement of said property and division thereof into Condominiums, further, each and all of the provisions of the Declaration shall be deemed to run with the land and shall be a burden and a benefit on the Annexed Property and the buildings and other improvements now or hereafter made in or upon the Annexed Property and shall be binding upon the Declarant, its successors and assigns, and upon any person acquiring, leasing, or owning an interest in the Annexed Property and the buildings and other improvements now or hereafter made in or upon the Annexed Property, or any part hereof, and upon their respective personal representatives, heirs, successors, and assigns.
2. Division into Condominiums. The Annexed Property and the buildings and other improvements now or hereafter made in or upon the Annexed Property are hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in the Declaration.
3. Amendment of Exhibit A to Declaration. Exhibit A to the Declaration is hereby amended by deleting said Exhibit A in its entirety and replacing it with the Exhibit A attached hereto and by this reference made a part hereof.

4. Capitalized Terms. Unless otherwise defined in this Agreement and except to the extent that the Declaration is amended by this Agreement, capitalized terms used in this Agreement shall have the meanings given to them in the Declaration.

DATED the 30 day of ^{October}~~August~~, 2000.

DECLARANT:

SUMMIT DEVELOPMENT AND
MANAGEMENT, L.L.C.

By: Zane L. Powell
Name: Zane L. Powell
Title: Manager

STATE OF UTAH)
)
) : ss.
COUNTY OF Utah)

ENT 33703:2001 PG 5 of 13

The foregoing instrument was acknowledged before me this 30 day of October, 2000, by Zane L Powell, the Manager of **SUMMIT DEVELOPMENT AND MANAGEMENT, L.L.C.**, a Utah limited liability company.

Carin Smith
NOTARY PUBLIC

My Commission Expires:
5/5/2004

Residing At:
575 N 900 W. Orem, UT 84057

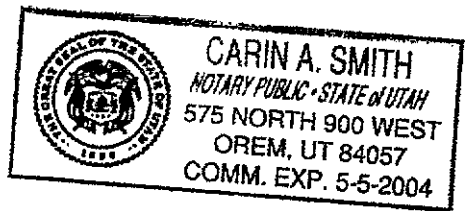


EXHIBIT A

ENT 33703:2001 PG 6 of 13

(Units, Undivided Ownership Interests, and Votes)

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
A-1	1,261	0.5952380952%	1
A-2	1,261	0.5952380952%	1
A-3	1,261	0.5952380952%	1
A-4	1,261	0.5952380952%	1
A-5	1,261	0.5952380952%	1
A-6	1,261	0.5952380952%	1
A-7	1,261	0.5952380952%	1
A-8	1,261	0.5952380952%	1
A-9	1,261	0.5952380952%	1
A-10	1,261	0.5952380952%	1
A-11	1,261	0.5952380952%	1
A-12	1,261	0.5952380952%	1
B-1	1,261	0.5952380952%	1
B-2	1,261	0.5952380952%	1
B-3	1,261	0.5952380952%	1
B-4	1,261	0.5952380952%	1
B-5	1,261	0.5952380952%	1
B-6	1,261	0.5952380952%	1
B-7	1,261	0.5952380952%	1
B-8	1,261	0.5952380952%	1
B-9	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u> (Percentage)	<u>VOTES</u>
B-10	1,261	0.5952380952%	1
B-11	1,261	0.5952380952%	1
B-12	1,261	0.5952380952%	1
C-1	1,261	0.5952380952%	1
C-2	1,261	0.5952380952%	1
C-3	1,261	0.5952380952%	1
C-4	1,261	0.5952380952%	1
C-5	1,261	0.5952380952%	1
C-6	1,261	0.5952380952%	1
C-7	1,261	0.5952380952%	1
C-8	1,261	0.5952380952%	1
C-9	1,261	0.5952380952%	1
C-10	1,261	0.5952380952%	1
C-11	1,261	0.5952380952%	1
C-12	1,261	0.5952380952%	1
D-1	1,261	0.5952380952%	1
D-2	1,261	0.5952380952%	1
D-3	1,261	0.5952380952%	1
D-4	1,261	0.5952380952%	1
D-5	1,261	0.5952380952%	1
D-6	1,261	0.5952380952%	1
D-7	1,261	0.5952380952%	1
D-8	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
D-9	1,261	0.5952380952%	1
D-10	1,261	0.5952380952%	1
D-11	1,261	0.5952380952%	1
D-12	1,261	0.5952380952%	1
E-1	1,261	0.5952380952%	1
E-2	1,261	0.5952380952%	1
E-3	1,261	0.5952380952%	1
E-4	1,261	0.5952380952%	1
E-5	1,261	0.5952380952%	1
E-6	1,261	0.5952380952%	1
E-7	1,261	0.5952380952%	1
E-8	1,261	0.5952380952%	1
E-9	1,261	0.5952380952%	1
E-10	1,261	0.5952380952%	1
E-11	1,261	0.5952380952%	1
E-12	1,261	0.5952380952%	1
F-1	1,261	0.5952380952%	1
F-2	1,261	0.5952380952%	1
F-3	1,261	0.5952380952%	1
F-4	1,261	0.5952380952%	1
F-5	1,261	0.5952380952%	1
F-6	1,261	0.5952380952%	1
F-7	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u> (Percentage)	<u>VOTES</u>
F-8	1,261	0.5952380952%	1
F-9	1,261	0.5952380952%	1
F-10	1,261	0.5952380952%	1
F-11	1,261	0.5952380952%	1
F-12	1,261	0.5952380952%	1
G-1	1,261	0.5952380952%	1
G-2	1,261	0.5952380952%	1
G-3	1,261	0.5952380952%	1
G-4	1,261	0.5952380952%	1
G-5	1,261	0.5952380952%	1
G-6	1,261	0.5952380952%	1
G-7	1,261	0.5952380952%	1
G-8	1,261	0.5952380952%	1
G-9	1,261	0.5952380952%	1
G-10	1,261	0.5952380952%	1
G-11	1,261	0.5952380952%	1
G-12	1,261	0.5952380952%	1
H-1	1,261	0.5952380952%	1
H-2	1,261	0.5952380952%	1
H-3	1,261	0.5952380952%	1
H-4	1,261	0.5952380952%	1
H-5	1,261	0.5952380952%	1
H-6	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u> (Percentage)	<u>VOTES</u>
H-7	1,261	0.5952380952%	1
H-8	1,261	0.5952380952%	1
H-9	1,261	0.5952380952%	1
H-10	1,261	0.5952380952%	1
H-11	1,261	0.5952380952%	1
H-12	1,261	0.5952380952%	1
I-1	1,261	0.5952380952%	1
I-2	1,261	0.5952380952%	1
I-3	1,261	0.5952380952%	1
I-4	1,261	0.5952380952%	1
I-5	1,261	0.5952380952%	1
I-6	1,261	0.5952380952%	1
I-7	1,261	0.5952380952%	1
I-8	1,261	0.5952380952%	1
I-9	1,261	0.5952380952%	1
I-10	1,261	0.5952380952%	1
I-11	1,261	0.5952380952%	1
I-12	1,261	0.5952380952%	1
J-1	1,261	0.5952380952%	1
J-2	1,261	0.5952380952%	1
J-3	1,261	0.5952380952%	1
J-4	1,261	0.5952380952%	1
J-5	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
J-6	1,261	0.5952380952%	1
J-7	1,261	0.5952380952%	1
J-8	1,261	0.5952380952%	1
J-9	1,261	0.5952380952%	1
J-10	1,261	0.5952380952%	1
J-11	1,261	0.5952380952%	1
J-12	1,261	0.5952380952%	1
K-1	1,261	0.5952380952%	1
K-2	1,261	0.5952380952%	1
K-3	1,261	0.5952380952%	1
K-4	1,261	0.5952380952%	1
K-5	1,261	0.5952380952%	1
K-6	1,261	0.5952380952%	1
K-7	1,261	0.5952380952%	1
K-8	1,261	0.5952380952%	1
K-9	1,261	0.5952380952%	1
K-10	1,261	0.5952380952%	1
K-11	1,261	0.5952380952%	1
K-12	1,261	0.5952380952%	1
L-1	1,261	0.5952380952%	1
L-2	1,261	0.5952380952%	1
L-3	1,261	0.5952380952%	1
L-4	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
L-5	1,261	0.5952380952%	1
L-6	1,261	0.5952380952%	1
L-7	1,261	0.5952380952%	1
L-8	1,261	0.5952380952%	1
L-9	1,261	0.5952380952%	1
L-10	1,261	0.5952380952%	1
L-11	1,261	0.5952380952%	1
L-12	1,261	0.5952380952%	1
M-1	1,261	0.5952380952%	1
M-2	1,261	0.5952380952%	1
M-3	1,261	0.5952380952%	1
M-4	1,261	0.5952380952%	1
M-5	1,261	0.5952380952%	1
M-6	1,261	0.5952380952%	1
M-7	1,261	0.5952380952%	1
M-8	1,261	0.5952380952%	1
M-9	1,261	0.5952380952%	1
M-10	1,261	0.5952380952%	1
M-11	1,261	0.5952380952%	1
M-12	1,261	0.5952380952%	1
N-1	1,261	0.5952380952%	1
N-2	1,261	0.5952380952%	1
N-3	1,261	0.5952380952%	1

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
N-4	1,261	0.5952380952%	1
N-5	1,261	0.5952380952%	1
N-6	1,261	0.5952380952%	1
N-7	1,261	0.5952380952%	1
N-8	1,261	0.5952380952%	1
N-9	1,261	0.5952380952%	1
N-10	1,261	0.5952380952%	1
N-11	1,261	0.5952380952%	1
N-12	1,261	0.5952380952%	1

*Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Map and rounded off.