

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

MAY 21 11 59 AM '86

3723
\$ GUARDIAN TITLE
Devin Henderson
Penn Koroligos

FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
FOR
LONDON STREET, INC.

4248890

THIS SUPPLEMENT is made and executed this 16th day of May, 1986 by Bookland Management and Development Group, (hereinafter referred to as "Declarant").

RECITALS:

A. On January 9, 1985, Declarant created the London Street Condominium Project (hereinafter, the "Project") by filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Declaration of Condominium of the London Street Condominium Project" (hereinafter "Original Declaration") as Entry No. 4037092 in Book 5621 at Page 666, "and the First Amendment to said Declaration as Entry No. 4142441 in Book 5694, at Page 942 and Amended and Restated as Entry No. 4174332 in Book 5716 at Page 1222, and (ii) an instrument styled "Record of Survey Map of London Street Condominiums" (hereinafter, "Original Map") as Entry No. 4037091 in Book 85-1 of Plats, at Page 8. The Project, as so created, included the following-described real property located in Salt Lake County, State of Utah:

See Exhibit "B" attached hereto and incorporated herein by this reference.

B. As more fully set forth in Article II, Section 2, Subsection G of the Original Declaration, Declarant reserved the unilateral right (i.e., without the consent of any other person entity) to expand the Project by addition(s) of all or any part of the Additional Land to the Project in accordance with said Sections. Concurrently with recordation of this Supplement there is being recorded in the office of the Recorder of Salt Lake County, Utah an instrument styled "Record of Survey Map of London Street Condominium, Phase II" (hereinafter, the "Phase II Map") which, together with this supplement, adds to the Project the following-described real property (hereinafter, "Added Parcel") located in Salt Lake County, Utah:

See Exhibit "C" attached hereto and incorporated herein by this reference

I EXPANSION OF PROJECT

NOW, THEREFORE, in accordance with the procedure set forth in Article II, Section 2 of the Original Declaration for the expansion of the Project and in conjunction with the addition to the Project of the Added Parcel, Declarant hereby makes the following decarations and provides the following informantion.

1. Identification of Documents. Data sufficient to identify the Original Declaration and the Original Map is set

BOOK 5769 PAGE 1566

forth in Recital "A" above.

2. Legal Description. The legal description for the portion of the Additional Land being added to the Project (herein referred to as the "Added Parcel") is set forth in Recital "B" above.

3. Description of Added Parcel Improvement. The significant improvements located on the Added Parcel include the improvements set forth on Exhibit C attached hereto and incorporated herein by this reference. The location and configuration of such improvements are depicted on the Phase 2 Map. The Phase 2 Map shows the location, number of stories, and dimensions of the Units located on the Added Parcel. Each of the buildings located on the Added Parcel is composed of the same quality of materials as the Buildings originally contained in the Project, which materials are described in detail in Article II of the Original Declaration.

4. Limited Common Areas. The Limited Common Areas and Facilities which are contained within the Added Parcel consist of all the following which are labeled as such on the Phase II Map: (i) All patios, porches, balconies, decks, private yard areas and storage shed, if any, attached or adjacent to a Unit; and (ii) The parking stall designated for the use of an individual Unit on the Phase II Map, if any. The exclusive use of each patio, porch, balcony, deck, private yard area, storage shed, or designated parking stall is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Phase II Map.

5. Status of Title and Reservations for Declarant. The Added Parcel is submitted to the provisions of the Act and added to the Project together with the appurtenances and subject to the restrictions, reservations, and other matters set forth on Exhibit "D" attached hereto and incorporated herein by this reference.

6. Amended Exhibit "A". Exhibit "A" attached hereto and incorporated herein by this reference furnishes the information described in Section 2 of Article II of the Original Declaration for each Unit contained in the Project from and after the addition of the Added Parcel to the Project. The undivided ownership interests in the Common Areas and Facilities set forth on said Exhibit "A" have been computed and derived as described in Subsection G of Section 2 of Article II of the Original Declaration. From and after the effective date of this Supplement, Exhibit "A" attached hereto shall automatically become effective for all purposes and shall completely supersede the Exhibit "A" attached to the Original Declaration.

7. Definitions. All capitalized terms used herein but not specifically defined are given the meaning as contained in the Original Declaration.

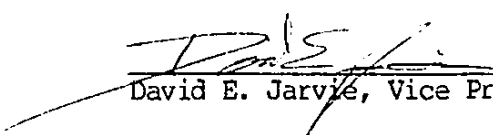
BOOK 5769 PAGE 1567

8. Residential Use. The Units in the Added Parcel shall be restricted exclusively for residential use.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above write.

BROOKLAND MANAGEMENT &
DEVELOPMENT GROUP

Jarcor Construction Corporation,
General Partner

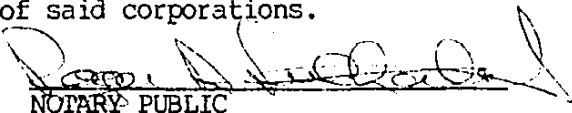

David E. Jarvie, Vice President

H. Gill Lund Construction
Company, Inc., General Partner

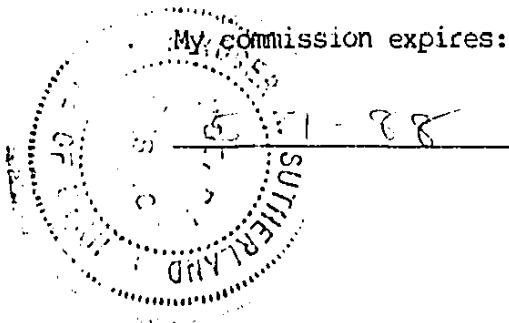

H. Gill Lund,

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the 7th day of May, 1986, personally appeared before me David E. Jarvie of Jarcor Construction Corporation and, H. Gill Lund of H. Gill Lund Construction Company, Inc., who duly acknowledged to me that said corporations are the General Partners of Brookland Management and Development Group, a Utah limited partnership, and that they signed the foregoing instrument on behalf of said corporations.


NOTARY PUBLIC
Residing at Salt Lake County,
Utah

My commission expires:



BOOK 5769 PAGE 1568

EXHIBIT A TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR LONDON STREET, INC.

<u>Unit No.</u>	<u>Ownership Interest</u>
1	1/50
2	1/50
3	1/50
4	1/50
5	1/50
6	1/50
7	1/50
8	1/50
9	1/50
10	1/50
11	1/50
12	1/50
13	1/50
14	1/50
15	1/50
16	1/50
17	1/50
18	1/50
19	1/50
20	1/50
21	1/50
22	1/50
23	1/50
24	1/50
25	1/50
26	1/50
27	1/50
28	1/50
29	1/50
30	1/50
31	1/50
32	1/50
33	1/50
34	1/50
35	1/50
36	1/50
37	1/50

38
39
40
41
42
43
44
45
46
47
48
49
50

1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50
1/50

"EXHIBIT B"

Beginning at a point on the West right-of-way line of 700 East Street, said point being South along the section line, 318.62 feet and West 14.76 feet from the Northeast corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $1^{\circ}10'42''$ West along said West right-of-way line, 140.73 feet; thence leaving said right-of-way-line North $71^{\circ}20'00''$ West, 554.58 feet; thence North $16^{\circ}21'38''$ East, 221.01 feet to an existing fence; thence South $71^{\circ}25'52''$ East along said fence, 296.06 feet; thence South $18^{\circ}40'00''$ West, 87.11 feet; thence $71^{\circ}20'00''$ East, 225.12 feet to the point of beginning.

NOTE: THE Original Map referred to in Recital "B" above is now amended and said amended boundary description is more particularly described as follows:

Beginning at a point on the West right-of-way line of 700 East Street, said point being South along the section line, 318.62 feet and West, 14.76 feet from the Northeast corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $1^{\circ}10'42''$ West along said West right-of-way line, 140.73 feet; thence leaving said right-of-way-line North $71^{\circ}20'00''$ West 562.58 feet; thence North $18^{\circ}40'00''$ East 59.34 feet to a point on a 387.50 foot radius curve to the right; (radius bears South $01^{\circ}48'55''$ West); thence along the arc of said curve 5.78 feet; thence North $16^{\circ}21'38''$ East 159.98 feet to an existing fence; thence South $71^{\circ}25'52''$ East along said fence 296.06 feet; thence South $18^{\circ}40'00''$ West 87.11 feet; thence South $71^{\circ}20'00''$ West 225.12 feet to the point of beginning.

BOOK 5769 PAGE 1571

"EXHIBIT C"

Beginning at the Northwest Corner of No. 70 Lundon Street Phase 1, a recorded condominium development in the county of Salt Lake, said point being South 69.76 feet and West 480.81 feet from the Northeast corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 71°25'52" West 348.84 feet along a fence; thence North 35.13 feet; thence West 130.32 feet to an agreed upon boundary, thence along said boundary the following two courses: South 0°17'43" East 218.48 feet and South 45°22'39" East 451.57 feet; thence North 23°15'00" East 193.07 feet to the southerly boundary line of said condominium development; thence along said boundary the following 4 courses: North 71°20'00" West 8.00 feet, North 18°40'00" East 59.34 feet to a point on a 387.50 foot radius curve to the right (radius bears South 01°48'55" West) and along the arc of said curve 5.76 feet and North 16°21'38" East 159.98 feet to the point of beginning.

BOOK 5769 PAGE 1572

EXHIBIT D

FIRST SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
LONDON STREET CONDOMINIUM PROJECT

(An Expandable Condominium)

The Added parcel is submitted to the provisions of the Act and added to the Project together with the following appurtenances and subject to the following restrictions, reservations, and other matter:

TOGETHER WITH all easements, right-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of 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 Added Parcel or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easement and right-of-way of record; any easement, right-of-way, encroachments, or discrepancies shown on or revealed by the Phase II 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 Added Parcel 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 line, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the Added Parcel and any improvements now or hereafter constructed thereon as may be reasonably 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) To construct and complete each of the Buildings and all of the other improvements described in this Supplement or in the Phase II Map recorded concurrently herewith, and to do all things reasonably necessary or

REC'D 5769 PM 1573

proper in connection therewith; and (ii) To improve portions of the Added Parcel 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. If, pursuant to the foregoing reservations, the Added Parcel or any improvements 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 seven (7) years after the date on which this Supplement is filed for record in the office of the County Recorder of Salt Lake County, Utah.