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**SECOND SUPPLEMENTAL
DECLARATION OF CONDOMINIUM
PEMBERLEY AT ROBINSON'S GROVE CONDOMINIUMS
An Expandable Condominium Project
Pleasant Grove, Utah County, Utah**

This Second Supplemental Declaration of Condominium ("Second Supplemental Declaration") is made as of this 19 day of May, 2004, by General Construction and Development, Inc., a Utah corporation, pursuant to the following:

RECITALS:

- A. Declarant is the developer of Pemberley at Robinson's Grove Condominiums, an expandable condominium project in Pleasant Grove, Utah County, Utah (the "Project").
- B. On or about April 2, 2003, Declarant caused to be recorded as Entry 49758;2003, in the Public Records, that certain **Declaration of Condominium (Including Association Bylaws), Pemberley Robinson's Grove Condominiums**, relating to the Project (the "Declaration").
- C. Pursuant to the provisions of ARTICLE II of the Declaration, Declarant is permitted to annex into the Project additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Condominium Units and Common Areas consistent with the existing Phases of the Project and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Project for development as Phase III of the project.

Therefore, Declarant hereby declares as follows:

1. All defined terms as used throughout the entirety of this Second Supplemental Declaration shall have the same meanings as set forth and defined in the Declaration.
2. The Real Property situated in Utah County, Utah, described in **Exhibit A** attached hereto and incorporated herein by reference, is hereby submitted and made subject to the provisions of the Utah Condominium Ownership Act and the Declaration and is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said real property.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under said real property, and any improvements (excluding

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 and all of the other improvements described in this Declaration or in the Record of Survey map 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 property with such other or additional improvements, facilities, or landscaping designed for the use and 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 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 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 quasi-governmental authorities; all Patent reservations 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 or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Record of Survey Map or otherwise existing; and easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property 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 lines, and similar facilities; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. The Declaration is hereby amended in the following particulars as a result of and pursuant to the annexation set forth above:

(a) Section 2.02 of the Declaration is amended in its entirety to read as follows:

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into 162 Condominium Units, as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided, but equal interest in and to the Common Areas and Facilities. Such number of Units give each Unit Owner a 1/162 (or approximately 0.617%) undivided interest in the Common Areas and Facilities.

(b) Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 **Description of Buildings, Parking and Storage Units.** There will be twenty-two buildings containing 162 units: four 4-plexes, seventeen 8-plexes, and one ten-plex. Each unit has access to its designated ground-level garage (either one or two car capacity, depending on the Building style and Unit model). Some Units have three bedrooms and two baths and others have two bedrooms and two baths. The ten-plex building will have one Unit with two and one-half baths and one Unit with one bath. Each Unit has a Limited Common Area patio or balcony, depending upon its location (lower or upper level) in a Building. The construction in stucco and manufactured stone over wood frame with architectural asphalt shingle roof. Unit sizes and configuration vary depending upon the Building type.

4. Except as emended by the provisions of the First Supplemental Declaration and this Second Supplemental Declaration, the Declaration shall remain unchanged and, together with the First Supplemental Declaration and this Second Supplemental Declaration, shall constitute the Declaration of Condominium for the Project as expanded by the Additional Land described herein.

5. This Second Supplemental Declaration shall be recorded in the Public Records concurrently with the Map entitled **Phase "3" Pemberley at Robinson's Grove Condominiums**, executed and acknowledged by Declarant, consisting of two sheets prepared by Matthew B. Judd, a registered Utah land surveyor holding Certificate No. 6913, and shall be effective from the date of such recording.

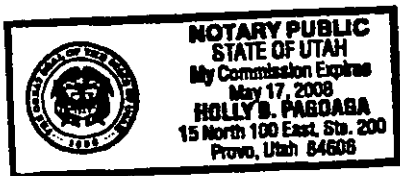
Declarant has executed this instrument as of the day and year first above set forth.

General Construction and Development, Inc.

By: 
Michael G. Stewart, President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 19 day of May, 2004, by Michael G. Stewart in the capacity indicated.



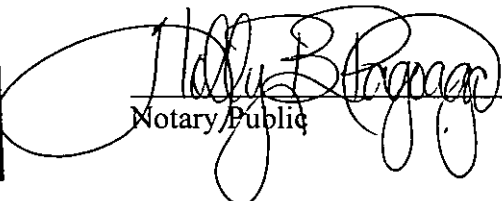

Notary Public

Exhibit A

BEGINNING AT A POINT THAT IS LOCATED SOUTH 89°36'07" WEST ALONG THE SECTION LINE 276.01 FEET AND NORTH 578.50 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 01°06'07" WEST 301.84 FEET; THENCE NORTH 01°03'53" EAST 148.24 FEET; THENCE NORTH 00°20'33" EAST 5.39 FEET; THENCE EAST 498.63 FEET; THENCE SOUTH 00°53'37" EAST 90.20 FEET; THENCE ALONG THE ARC OF A 14.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 95°46'59" FOR 23.40 FEET (CHORD BEARS SOUTH 46°59'53" WEST 20.77 FEET); THENCE NORTH 85°06'38" WEST 6.00 FEET; THENCE SOUTH 04°53'22" WEST 29.00 FEET; THENCE SOUTH 85°06'38" EAST 5.98 FEET; THENCE ALONG THE ARC OF A 14.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°01'59" FOR 21.27 FEET (CHORD BEARS SOUTH 41°35'39" EAST 19.28 FEET); THENCE SOUTH 01°55'21" WEST 167.56 FEET; THENCE ALONG THE ARC OF A 14.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 92°58'01" FOR 22.72 FEET (CHORD BEARS SOUTH 48°24'21" WEST 20.30 FEET); THENCE NORTH 85°06'38" WEST 6.00 FEET; THENCE SOUTH 04°53'22" WEST 29.00 FEET; THENCE SOUTH 85°06'38" EAST 8.95 FEET; THENCE ALONG THE ARC OF A 14.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°01'59" FOR 21.27 FEET (CHORD BEARS SOUTH 41°35'39" EAST 19.28 FEET); THENCE SOUTH 01°55'21" WEST 81.50 FEET; THENCE SOUTH 89°47'36" WEST 481.87 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED = 5.1147 ACRES