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6493801

SECOND SUPPLEMENT TO
 DECLARATION OF
 CONDOMINIUM
 OF
 HERITAGE TOWNHOMES
 (PHASES 3 & 4)

6493801
 10/30/96 2:44 PM 35.00
 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 AMERICAN PROWS-ONE LLC
 10 W BROADWAY STE.311
 SLC, UT 84101
 REC BY: B GRAY DEPUTY - WI

THIS SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUMS is made and executed this 24 day of October, 1996, by American-Prows One, L.L.C., a Utah Limited Liability Company with its principal place of business in Salt Lake City, State of Utah (hereinafter referred to as "Declarant").

RECITALS:

A. On or about the 12th day of August, 1996, Declarant made and executed that certain "Declaration of Condominium of Heritage Townhomes" with respect to the certain real property located in Salt Lake County, State of Utah, more particularly described therein and now known as Heritage Townhomes (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 15th day of August, 1996, in Book 7466, beginning at Page 236, as Entry No. 6431011.

B. On or about the 16th day of September, 1996, Declarant made and executed that certain "~~Second~~* Supplement to Declaration of Condominium of Heritage Townhomes," (herein the "First Supplement"), which First Supplement was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 23rd day of SEPTEMBER, 1996, in Book 7494, beginning at Page 230, as Entry No. 6410872, adding Additional Property for Phase 2 of Heritage Townhomes. *First

C. Under the terms of the Declaration, Declarant reserves the right to add certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1. Submission of Phases 3 and 4. Declarant hereby submits the following described real properties, and its interests therein,

BK 7523PG2915

to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

SEE SCHEDULE "A" ATTACHED HERETO FOR PHASES THREE AND FOUR

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the 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 real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Map or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the 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.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through and under the real property and any improvements now or hereafter constructed thereon as may be reasonable 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) an easement for ingress and egress for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "D" attached to the Declaration, whether or not the Additional Land, or portions thereof, is part of the Project; (ii) to construct and complete each of the Units in any Building and all of the other improvements described in the Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (iii) to improve portions of the real property 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; and (iv) to construct and complete each of the Units, Buildings and other improvements to be constructed upon any Additional Land or portion thereof intended to be included within the Project. If, pursuant to the foregoing reservations, the real property or any improvement thereon is trav-

ersed 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 including the perpetual easement specified in (i) above, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which the Declaration was filed for record in the office of the County Recorder of Salt Lake County, State of Utah.

2. Amendment to Exh'bit "B". Declarant hereby supplements and amends the Declaration by the filing of Amended Exhibit "B" (Phases 1, 2, 3 and 4) attached hereto and incorporated herein by reference.

3. Supplemental Map. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Map pertaining to the same, which supplemental Map shall be recorded with this Supplement.

4. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1, the total number of Units when completed, will equal twenty-four (24).

5. Lender's Agreement of Subordination. By its execution of this/^{Second} supplement, Wells Fargo Bank, National Association, successor by merger to First Interstate Bank of Utah, N.A. (hereinafter "Lender"), agrees, covenants and declares that this ~~First~~/^{Second} supplement to Declaration shall be senior in priority to: (i) the Deed of Trust with Assignment of Rents, made as of August 24, 1995, between *see below, as "Trustor," and **see below, as "Trustee" and Lender as "Beneficiary" (hereinafter "Trust Deed"), which Trust Deed was recorded on August 25, 1995, as Entry No. 6151243, in Book 7214, beginning at page 1086 of the Official Records of Salt Lake County, (ii) n/a (hereinafter the "Security Agreement"), which Security Agreement was recorded on n/a, 1995, as Entry No. n/a, in Book n/a, beginning at page n/a of the Official Records of Salt Lake County, and that said Trust Deed and Security Agreement shall be subordinate to and subject to this ~~First~~ Supplement to Declaration notwithstanding the fact that this ~~First~~ Supplement to Declaration is recorded later in time than the Trust Deed and Security Agreement.

*American-Prows One, L.L.C., a Utah Limited Liability Company

**First Interstate Bank of Utah, N.A.

Second
Second

6. Effective Date. This Supplemental Declaration, and the Supplemental Map relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

DECLARANT:

AMERICAN-PROWS ONE, L.L.C.,
a Utah Limited Liability Company

By *Richard Strons*

Manager

AND

By *Mark J. [unclear]*
Key Asset Manager

Manager

LENDER:

Wells Fargo Bank, National Association,
successor by merger to First
Interstate Bank of Utah, N.A.

By: *Ted Bolnar*
Its: *Vice President*

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

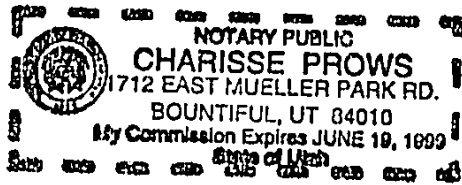
On the 17th day of October, 1996, personally appeared before me Richard S Prows and Armando Alvarez for Sergio Alvarez, who being by me duly sworn, did say that they are Managers of American-Prows One, L.L.C., a Utah Limited Liability Company, and that the foregoing Supplemental Declaration was signed on behalf of said company by authority of the Operating Agreement or a resolution of its members, and said Managers acknowledged to me that said company executed the same.

My Commission Expires:

June 19, 1999

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

Charisse Prows
NOTARY PUBLIC, Residing at:
1712 E. Mueller Park Rd. Bntfl.



The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, the authorized _____ of Wells Fargo Bank, National Association.

My Commission Expires:

NOTARY PUBLIC, Residing at:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On October 24, 1996 before me, Laurie M. Geiger, notary public

personally appeared Ted Bodnar

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hor/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Laurie M. Geiger
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Supplement to Decl. of Heritage Condo of Heritage Townhomes

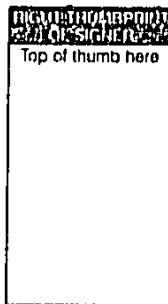
Document Date: 10.24.96 Number of Pages: 7

Signer(s) Other Than Named Above: Richard Prows, Armando Alvarez

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ted Bodnar

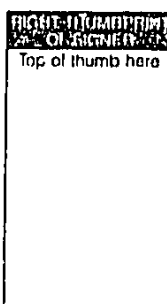
- Individual
- Corporate Officer
Title(s): Vice President
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Wells Fargo Bank

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

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SCHEDULE "A"

TO

First Supplement to Declaration of Condominium of
Heritage Townhomes

(Legal Description of Additional Land)

PHASE THREE:

Contains 15,330 Square Feet

Sidwell Nos. 21-09-401-01A & 21-09-404-01B

Real property located at approximately 5138 South 2700 West, Salt Lake City, Salt Lake County, State of Utah, and more particularly described as follows, to wit:

BEGINNING at a point North 00°14'53" West 1940.84 feet and East 101.45 feet from the South Quarter Corner of Section 9, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°59'58" East 99.52 feet; thence 20.42 at Radius 13.00; thence North 136.29 feet; thence West 96.45 feet; thence South 122.02 feet; thence South 77°48'30" West 37.98 feet; thence North 89°54'44" West 15.31 feet; thence 21.22 feet at Radius 16.74 feet; thence South 3°59'57" East 12.31 feet; thence 18.28 feet at Radius 23.00; thence 14.74 feet at Radius 27.00; thence South 63°13'05" East 22.79 feet to POINT OF BEGINNING. Contains 15,330 square feet or 0.35 acres, more or less.

PHASE FOUR:

Contains 20,295 Square Feet

Sidwell Nos. 21-09-401-01A & 21-09-404-01B

Real property located at approximately 5138 South 2700 West, Salt Lake City, Salt Lake County, State of Utah, and more particularly described as follows, to wit:

BEGINNING at a point North 0°14'53" West 1819.64 feet and East 387.11 feet and North 119.27 feet from the South Quarter Corner of Section 9, T3S, R1W, Salt Lake Base and Meridian, thence North 149.78 feet; thence West 130.08 feet; thence North 18.001 feet; thence West 2.00 feet; thence 20.42 feet at Radius 13.00; thence South 0°1'35" West 136.74 feet; thence East 90.13 feet; thence South 18.04 feet; thence East 55.01 feet to the POINT OF BEGINNING. Contains 20,295 square feet or 0.47 acres.

AMENDED EXHIBIT "B"
to
Second Supplement to Declaration of Condominium of
Heritage Townhomes
(A Utah Expandable Condominium Project)
(Phases 1, 2, 3 & 4)
(Percentage Interests)

<u>BLD</u>	<u>UNIT NO. & STYLE</u>	<u>SIZE</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTES</u>
1	AL	1120	3.41	3.41
1	BL	1421	4.32	4.32
1	CL	1569	4.77	4.77
1	AR	1120	3.41	3.41
1	BR	1421	4.32	4.32
1	CR	1569	4.77	4.77
2	AL	1120	3.41	3.41
2	BL	1421	4.32	4.32
2	CL	1569	4.77	4.77
2	AR	1120	3.41	3.41
2	BR	1421	4.32	4.32
2	CR	1569	4.77	4.77
3	AL	1120	3.41	3.41
3	BL	1421	4.32	4.32
3	CL	1569	4.77	4.77
3	AR	1120	3.41	3.41
3	BR	1421	4.32	4.32
3	CR	1569	4.77	4.77
4	AL	1120	3.41	3.41
4	BL	1421	4.32	4.32
4	CL	1569	4.77	4.77
4	AR	1120	3.41	3.41
4	BR	1421	4.32	4.32
4	CR	1569	4.77	4.77
Totals		32,880	100.00%	100.00