

FIRST SUPPLEMENT TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

OF
RIVERSIDE AVENUE CONDOMINIUMS

[An Expandable Condominium Project;
Provo, Utah

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RECORDED FOR RIVERSIDE AVENUE

THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION is made as of this day of August, 1993, by UTAH ARMADILLO LIMITED COMPANY, a Utah limited liability company ("Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the developer of Riverside Avenue Condominiums, an expandable condominium project in Provo, Utah (the "Project").

B. On or about July 30, 1993, Declarant caused to be recorded as Entry No. 51103, Book 3207, Page 857, in the office of the Recorder of Utah County, Utah, that certain "Amended and Restated Declaration of Condominium of Riverside Avenue Condominiums (An Expandable Condominium Project) Provo, Utah (the "Declaration") relating to the Project.

C. Pursuant to §2.03 of the Declaration, Declarant is permitted to annex into the Project additional real property ("Expansion 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 phase(s) of the Project and with the Declaration.

D. Declarant desires to annex a portion of the Expansion Land into the Project for development as Phase II of the Project.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplement to Declaration shall have the same meanings as those set forth and defined in the Declaration.

2. The following described real property situated in the City of Provo, County and State of Utah, is hereby submitted to the provisions of the Utah Condominium Ownership Act and the Declaration and, pursuant thereto, is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof:

Commencing South 00°41'50" East along the Section line 1730.62 feet and East 1905.46 feet from the Northwest corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence as follows: North 89°45'21" East 102.00 feet; thence South 00°14'39" East 23.00 feet; thence South 89°45'21" West 32.00 feet; thence South 00°14'39"

East 44.00 feet; thence North 89°45'21" East 60.00 feet; thence South 00°14'39" East 76.00 feet; thence South 69°31'38" West 62.00 feet; thence South 36°30'18" West 9.00 feet; thence North 53°29'42" West 51.10 feet; thence North 86°46'12" West 13.38 feet; thence North 03°13'48" East 72.00 feet; thence North 86°46'12" West 47.00 feet; thence North 03°13'48" East 13.27 feet; thence North 86°46'12" West 18.00 feet; thence North 03°13'48" West 17.00 feet; thence North 29°29'09" East 16.40 feet; thence South 74°25'03" East 11.00 feet; thence North 89°45'21" East 27.84 feet; thence North 00°14'39" West 23.00 feet to the point of beginning. Area = 0.40 acres.

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

RESERVING UNTO DECLARANT, however such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant: (i) to construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Expansion Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Expansion Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said 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, the above-described Tract 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 twenty (20) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

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 Tract or any portion thereof, including, 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 Survey 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 above-described Tract 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 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 twenty-four (24) 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 Units comprise the minimum number of Units in the Project and give each Owner a maximum of 4.166% undivided interest in the Common

Areas and Facilities. If all of the Expansion Land is annexed into the Project pursuant Sections 2.03 and 2.04, the maximum number of Units in the Project will be sixty (60) and each Unit Owner will have a minimum of 1.666% undivided interest in the Common Areas and Facilities.

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

There are two (2) Buildings each containing twelve (12) Units, four (4) on each of three (3) Building levels.

4. Except as amended by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration shall constitute the Declaration of Condominium for the Project as expanded by the addition of the Expansion Property described herein.

5. This First Supplement to Declaration shall be filed concurrently with the Map entitled "Riverside Avenue Condominiums, Phase II, Provo City, Utah County, Utah", executed and acknowledged by Declarant, consisting of one (1) sheet prepared by Roger D. Dudley, a duly registered Utah Land Surveyor holding Certificate No. 3553.

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

DECLARANT:

By: Terry C. Harward
Terry C. Harward, Co-Manager
By: David K. Gardner
David K. Gardner, Co-Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 13 day of August, 1993, personally appeared before me, Terry C. Harward and David K. Gardner, who being by me duly sworn, did say that they are Co-Managers of UTAH ARMADILLO LIMITED COMPANY, a Utah limited liability company; that said instrument was signed in behalf of said limited liability company by authority of its Articles of Organization and pursuant to its operating agreement, and they did further acknowledge to me that said limited liability company executed the same.

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George Bills
NOTARY PUBLIC
Comm. Exp. 8-23-93
GEORGE BILLS
1401 N. 1350 W.
Provo, UT
84604
STATE OF UTAH