

AFTER RECORDING PLEASE RETURN TO:

John K.M. Olsen, Esq. *JKM*  
Attorney at Law  
2230 No. at University Parkway  
Building 7G  
Provo, UT 84604

ENT 71601 BK 4377 PG 186  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1997 Sep 15 11:48 am FEE 23.00 BY AS  
RECORDED FOR JIMMY ZUFELT CONSTRUCTION

SECOND SUPPLEMENT TO  
DECLARATION OF CONDOMINIUM  
(Including Bylaws)  
OF  
GRANITE VILLAGE CONDOMINIUMS  
[An Expandable Condominium Project]  
Orem, Utah

*8th* THIS SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUM is made as of this day of *Aug*, 1997, by GRANITE DEVELOPMENT, INC., a Utah corporation (the "Declarant"), pursuant to the following:

**RECITALS:**

- A. Declarant is the developer of Granite Village Condominiums, an expandable condominium project in Orem, Utah (the "Project").
- B. On or about August 5, 1997, Declarant caused to be recorded as Entry No. 59350, Book 4338, Pages 337-361, inclusive, in the office of the Recorder of Utah County, Utah, that certain Declaration of Condominium (Including Bylaws) of Granite Village Condominiums (An Expandable Condominium Project) Orem, 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 ("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 phase 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 "3" of the Project.

NOW, THEREFORE, Declarant hereby declares as follows:

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

ENT 71601 BK 4377 PG 187

2. The following described real property situated in the City of Orem, ~~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 North 89°39'52" East along the Section line 741.282 feet and North 4.951 feet from the South Quarter Corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence as follows: North 00°29'59" West 113.745 feet along Granite Village Condominiums Phase 1; thence North 74.967 feet along Granite Village Condominiums Phase 2; thence East 135.029 feet; thence South 03°32'06" East 190.367 feet; thence North 89°30'01" West 148.764 feet to the point of beginning. Area = 0.62 acre.

**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 Additional Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Project); 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 seven (7) 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:

ENT 71601 BK 4377 PG 188

**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 total number of Units in the Project and give each Owner a maximum 1/24th (or 4.1666%) undivided interest in the Common Areas and Facilities. There will be no further additions to the Project.

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

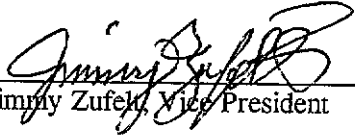
There are three (3) Buildings containing eight (8) two (2) bedroom, single bath Units each, four (4) on each of two (2) Building levels: main and upper floors. Each Unit in the Project has a single level of living area and a ground level Limited Common Area assigned covered parking stall and a second, non-covered, open parking space. The construction consists of brick and stucco over wood frame with quoines, and asphalt shingle roof. There is a walkway running the length of each Building on each level with an open stairwell at each end. Each Unit in the Project is basically of the same size and configuration.

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

5. This Second Supplement to Declaration shall be recorded in the office of the Recorder of Utah County concurrently with the Map entitled **Granite Village Condominiums, Phase "3", Orem City, Utah County, Utah**, executed and acknowledged by Declarant, consisting of two (2) sheets prepared by Roger D. Dudley, a duly registered Utah Land Surveyor holding Certificate No. 147089, and shall be effective from the date of such recording.

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

**GRANITE DEVELOPMENT, INC.**

By:   
Jimmy Zufek, Vice President

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

On this 8th day of August, 1997, personally appeared before me Jimmy Zufelt, who, being by me duly sworn, did say that he is the Vice President of Granite Development, Inc., a Utah corporation; that said instrument was signed by him in behalf of said corporation pursuant to authority; and that said corporation executed the same.

*Sandra Steere*  
NOTARY PUBLIC

