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BY: ZJM, DEPUTY - WI 3 P.

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SECOND SUPPLEMENTAL DECLARATION OF CONDOMINIUMS OF OLD MILL COURT

THIS Second Supplement is made to the Declarations previously recorded by Trillium Development, LLC, a Utah limited liability company ("Declarant"), with respect to the Old Mill Court Condominiums (the "Project"). The original Declaration was recorded on August 30, 2001 as Entry No. 7989235 in the records of the Salt Lake County Recorder (the "Declaration"). A Supplemental Declaration was recorded on September 28, 2001 as Entry 8014744, Book 8504, Page 8802-8811 in the records of the Salt Lake County Recorder (the Supplemental Declaration). The Supplemental Declaration and the Declaration are referred to collectively hereinafter as the Declaration.

RECITALS:

WHEREAS, ¹⁶⁻¹⁹⁻²⁷⁶⁻⁰¹⁶ the Declaration was previously recorded by Declarant affecting the property described on **Exhibit "A"** attached hereto (the "Property") and which is hereby incorporated by reference; and

WHEREAS, Declarant desires to amend and add to the prior Declaration for its own benefit and for the mutual benefit of all future owners and occupants of the Project,

NOW, THEREFORE, the Declarant supplements the Declaration as follows:

1. A paragraph 3.10 is added to the Declaration to read as follows:
 - (a) The Project shall be constructed in two phases. The first phase (Phase 1) shall include Unit Nos. 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135 and 137, together with all of the common areas and limited common areas within the property described on **Exhibit "B"** attached hereto.
 - (b) The second phase (Phase 2) shall include Unit Nos. 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136 and 138, together with all of the common areas and limited common areas within the property described on **Exhibit "C"** attached hereto.

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(c) The Declarant shall have sole discretion when and whether to construct the Units on Phase 2. If Declarant has not constructed the Phase 2 Units by August 30, 2008, all of the property in Phase 2 shall be converted to Common Area and shall be appropriately landscaped by Declarant. Upon completion of construction of the improvements on Phase 2, the Declarant shall record a Third Supplemental Declaration, which shall indicate that the construction has been completed and that the property in Phase 2 will be the Units, Common Areas and Limited Common Areas depicted on the Amended Plat for Phase 2 recorded together with this Second Supplemental Declaration.

(d) The Units to be constructed in Phase 2 shall be of the same architectural style and materials as those in Phase 1, and shall be substantially identical to the Phase 1 units. The location of the Units, Limited Common Areas and Common Areas in Phase 2 shall be as depicted on the Amended Plat for Phase 2 recorded together with this Second Supplemental Declaration. The Common Area improvements in Phase 2 will be completed in conjunction with the construction of the Units in Phase 2.

(e) Liens arising in connection with Declarant's ownership of, and construction of improvements upon, Phase 2 shall not adversely affect the rights of existing unit owners in Phase 1, or the priority of first mortgages on units in Phase 1.

(f) All taxes, assessment, mechanics liens, and other charges affecting Phase 2, covering any period prior to the completion of construction of the Units on Phase 2, shall be paid or otherwise satisfactorily provided for by Declarant prior to the recording of the Third Supplemental Declaration.

(g) Prior to the commencement of any work on Phase 2, the Declarant shall purchase (at Declarant's own expense) a general liability insurance policy in an amount not less than \$1,000,000, to cover any liability which owners of previously sold units are exposed to as a result of further condominium project development.

(h) Units in each of the Phases shall have the full right to use all of the Common Areas and Limited Common Areas in the Project, as otherwise described in the Declaration.

(i) Until the Phase 2 Units have been completed, the percentage ownership of Common Areas and Limited Common Areas in Phase 1 of each Unit in Phase 1 shall be $1/19 \times 100\%$. When the Phase 2 Units have been completed, the percentage ownership of Common Areas and Limited Common Areas in the entire Project of each Unit in the entire Project shall be $1/38 \times 100\%$ (This is the minimum possible percentages of undivided interest in the common elements for each Unit). In the event that the Phase 2 Units are not constructed by August 30, 2008, and the Property in Phase 2 becomes Common Area, , the percentage ownership of Common Areas and Limited Common Areas in the entire Project of each Unit in Phase 1 shall be $1/19 \times 100\%$ (This is the maximum possible percentages of undivided interest in the common elements for each Unit).

(j) Notwithstanding Section 5.3 of the Declaration, until the Phase 2 Units have been completed, the percentage voting rights of each Unit in Phase 1 shall be 1/19 X 100%. When the Phase 2 Units have been completed, the percentage voting rights of each Unit in the entire Project shall be 1/38 X 100%. The provisions of Section 5.3 of the Declaration which designate the Declarant as the Class B member and give the Declarant special control rights are not affected by this Second Supplemental Declaration and all references to "Units" in such provisions shall include the Units in both Phase 1 and Phase 2.

(k) The Declarant, and its contractors shall have the right to use, and are hereby granted a non-exclusive easement over, the common areas of Phase 1, as reasonably necessary to complete the construction of the improvements on Phase 2, including, but not limited to, the right of ingress and egress across Phase 1 and the right to store materials, equipment and vehicles on Phase 1. Each of the Unit owners in Phase 1, and in Phase 2 upon its completion, shall have a non-exclusive easement over the common areas in the entire Project for the uses and purposes described in or consistent with the Declaration.

2. In all other respects, the Declaration shall remain in full force and effect.

DATED this 2nd day of November, 2001.

TRILLIUM DEVELOPMENT, LLC

By: _____

Benjamin Logue, Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 2nd day of Nov, 2001, personally appeared before me Benjamin Logue, who being by me duly sworn did say that he is the Manager of Trillium Development, LLC, a Utah limited liability company, and that the within and the forgoing instrument was signed on behalf of said limited liability company by its authority and said Benjamin Logue duly acknowledged to me that said limited liability company executed the same.



Notary Public

Residing at:

My Commission Expires:

