

AFTER RECORDING PLEASE RETURN TO:

John K. M. Olsen, Esq.
Attorney at Law
CottonTree Square, Bldg. 7G
2230 North at University Parkway
Provo, UT 84604

SECOND SUPPLEMENT TO
DECLARATION OF CONDOMINIUM
OF
EVERGREEN PLACE CONDOMINIUMS
Provo, Utah
[An Expandable Condominium Project]

THIS SECOND SUPPLEMENT TO DECLARATION is made as of this 20 day of November, 1995, by RONCO DEVELOPMENT, L.C., a Utah limited liability company ("Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the successor developer of Evergreen Place Condominiums, an expandable condominium project in Provo, Utah (the "Project").
- B. On or about October 13, 1992, Declarant caused to be recorded as Entry No. 54516, Book 3018, Page 178, in the office of the Recorder of Utah County, Utah, that certain "Declaration of Condominium of Evergreen Place Condominiums (An Expandable Condominium Project) (the "Declaration") relating to the Project.
- C. On or about April 6, 1994, Declarant's predecessor (Bluebird Development, L.C.) caused to be recorded as Entry No. 28683, Book 3412, Page 168 that certain "Supplement to Declaration of Condominium of Evergreen Place Condominiums" relating to the expansion of the Project by the addition of Phase II thereto.
- D. On or about October 13, 1995, the Management Committee of Evergreen Place Condominiums, acting as agent for the Association of Unit Owners in the Project, caused to be recorded as Entry No. 69356, Book 3790, Page 345, that certain "Amendment to Declaration of Condominium of Evergreen Place Condominiums", the effect of which was to add approximately 0.43 acres of real property to the Project as Expansion Land and authorize the development of a third and final phase, Phase III, to the

Project. The Declaration as previously supplemented and amended is hereinafter referred to as the "Declaration".

E. 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 for purposes of development into additional Condominium Units and Common Areas consistent with the existing phases of the Project and with the Declaration.

F. Declarant desires to annex the balance of the Expansion Land into the Project for development as Phase III of the Project.

NOW, THEREFORE, Declarant hereby declares as follows:

1. 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 89°39'01" East 1311.37 feet along the South right-of-way line of Center Street from the Northeast corner of Block 12, Plat "C", Provo City Survey of Building Lots; thence South 89°39'01" East 97.25 feet along the South right-of-way line of Center Street; thence South 01°09'58" East 94.80 feet along the West right-of-way line of 900 East Street; thence South 03°52'04" East 90.47 feet along the West right-of-way line of 900 East Street; thence North 89°39'01" West 105.67 feet along the North line of Evergreen Place Phase II; thence North 00°07'13" East 184.99 feet along the East line of Evergreen Place Phase I to the point of beginning. Area = 0.43 Acres or 18,566.77 sq. ft.

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, 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 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.

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

(a) Exhibit B to the Declaration is hereby amended and replaced with a new Exhibit B in the form attached hereto and made a part hereof.

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

Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into twenty-three (23) Condominium Units as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided percentage interest in and to the Common Areas and Facilities as set forth in Exhibit B, attached hereto and made a part hereof. Such Units comprise the total number of Units in the Project and give Owners a maximum of 6.13 percent undivided interest and a minimum of 2.13 percent undivided interest in the Common Areas and facilities, depending upon the square footage of the particular Unit owned. There will be no further expansion of the Project.

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

Description of Building and Units. Phase I and Phase II each have one (1) Building, containing eight (8) Units, four (4) on the first level and four (4) on the second level. Three (3) Units on each level will be regular Units and one (1) will be a utility Unit. Each regular Unit has a basement carport parking stall and each of the three (3) regular Units on the first level will have a storage area in its basement. Each second level regular Unit has a lot. Each of the eight (8) Units will also have a separate closet style storage cabinet in the basement parking level. Phase III has one (1) Building containing seven (7) two-story townhouse style Units. The overall construction is stick and cement with stucco style and rock exterior. The Common Areas will consist of private driveways, parking area, sidewalks and landscaped area through the Project. The square footage of the Units will vary as set forth in said Exhibit B.

EXHIBIT B
to
DECLARATION OF CONDOMINIUM
OF
EVERGREEN CONDOMINIUMS
Provo, Utah

UNITS, SIZE, UNDIVIDED PERCENTAGE OWNERSHIP INTERESTS, AND VOTES

| <u>Unit No.</u> | <u>Size (Sq. Ft.)</u> | <u>Percentage</u> | <u>Votes</u> |
|-----------------|-----------------------|-------------------|--------------|
| 1 Phase I | 1,540 | 5.98 | 5.98 |
| 2 Phase I | 1,577 | 6.13 | 6.13 |
| 3 Phase I | 550 | 2.13 | 2.13 |
| 4 Phase I | 550 | 2.13 | 2.13 |
| 5 Phase I | 1,189 | 4.62 | 4.62 |
| 6 Phase I | 1,227 | 4.76 | 4.76 |
| 7 Phase I | 1,255 | 4.88 | 4.88 |
| 8 Phase I | 1,293 | 5.02 | 5.02 |
| 1 Phase II | 1,540 | 5.98 | 5.98 |
| 2 Phase II | 1,577 | 6.13 | 6.13 |
| 3 Phase II | 550 | 2.13 | 2.13 |
| 4 Phase II | 550 | 2.13 | 2.13 |
| 5 Phase II | 1,189 | 4.62 | 4.62 |
| 6 Phase II | 1,227 | 4.76 | 4.76 |
| 7 Phase II | 1,255 | 4.88 | 4.88 |
| 8 Phase II | 1,293 | 5.02 | 5.02 |
| 1 Phase III | 1,054 | 4.10 | 4.10 |
| 2 Phase III | 1,054 | 4.10 | 4.10 |
| 3 Phase III | 1,054 | 4.10 | 4.10 |
| 4 Phase III | 1,054 | 4.10 | 4.10 |
| 5 Phase III | 1,054 | 4.10 | 4.10 |
| 6 Phase III | 1,054 | 4.10 | 4.10 |
| 7 Phase III | 1,054 | 4.10 | 4.10 |
| | 25,740 | 100.00% | 100.00 |

NOTE: Percentages may be adjusted by one or two one-hundredths of a percentage point in order to provide for a total of one hundred percent (100%).