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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 PETERSON DEV
 225 S. 200 E STE 300
 SLC UT 84111
 BY: ZJM, DEPUTY - WI 13 P.

When recorded return to:

KFP Corporation
 225 South 200 East
 Salt Lake City, Utah 84111

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
 FOR
 STONE CREEK CONDOMINIUMS
 a Utah Condominium Project

This Second Amendment to Declaration of Condominium for Stone Creek Condominiums ("First Amendment") is executed this 28th day of MAY, 2004, by Stone Creek 2002, LLC, a Utah limited liability company (the "Declarant") and KFP Corporation, a Utah corporation.

RECITALS

A. KFP Corporation, as the declarant, previously caused to be recorded the Declaration of Condominium for Stone Creek Condominiums, a Utah Condominium Project, (the "Declaration") recorded April 3, 2001, as Entry No. 7860782, Book 8441, Pages 8470-8528 in the office of the Salt Lake County Recorder, which governs the real property described on Exhibit "A" attached hereto and incorporated herein by reference and Exhibit "C" attached hereto and incorporated herein by reference.

B. The Declaration was previously amended when KFP Corporation and the Management Committee of the Stone Creek Condominiums Owners Association (the "Association") caused a First Amendment to Declaration of Condominium for Stone Creek Condominiums to be recorded April 25, 2002, as Entry No. 8215242, Book 8591, Page 718 in the office of the Salt Lake County Recorder.

C. All references herein to the Declaration shall include the provisions of said First Amendment. Unless otherwise stated herein, all other defined terms in the Declaration have the same meaning in this Second Amendment as they do in the Declaration.

D. By a deed recorded September 9, 2003, as Entry No. 8809195, Book 8878, Page 6754, KFP Corporation conveyed title to the Additional Land to the Stone Creek 2002, LLC, the Declarant under this Second Amendment.

E. Section 39(a) of the Declaration reserves to the Declarant the right to expand the Project, without first obtaining the consent or vote of Unit Owners, to include Units on any or all portions of the Additional Property.

F. Declarant now desires to expand the Project for the construction in Phase 2 of the Project of 62 additional Units and improvement of some additional Common Area on part of the Additional Property.

SECOND AMENDMENT

NOW, THEREFORE, it is hereby declared that the Declaration is amended as follows:

1. Assignment of Rights to Expand the Project. KFP Corporation hereby assigns, transfers and conveys to Stone Creek 2002, LLC, all rights reserved to KFP Corporation under the Declaration to expand the Project by including the Additional Land in the Project.

2. Submission. The Land that is subject to the Declaration, as defined in Section I, paragraph 25 of the Declaration, is hereby expanded to include the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Said real property, which is the Additional Land described in the Declaration, is located in Salt Lake County, Utah, and is hereby submitted to the Act and the definitions, terms, covenants and conditions of the Declaration, and is hereby made subject to, and shall be governed and regulated by, the Act and the Declaration.

In addition:

The Land is SUBJECT TO the described easements and rights of way, 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.

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 reservation and exclusions; any 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 or deed of trust; all visible and necessary easements and rights-of-way or record; any easements, rights-of-way, encroachments, or

discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, improvements, equipment, pipes, lines cables, wires, utility systems, and similar facilities.

3. Conveyances. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

All of Unit No. _____ contained within Stone Creek Condominiums, a Utah Condominium Project, as the same is identified in the Record of Plat Map recorded in Salt Lake County, Utah, as Entry No. 7860781, in Book 2001P, at Page 73, and in the Record of Plat Map recorded in Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____ (as said Record of Plat Maps may have heretofore been amended or supplemented), in the Declaration of Condominium of Stone Creek Condominiums as amended by the First Amendment thereto recorded in Salt Lake County, Utah as Entry No. 8215242, in Book 8591, at Page 718, and by the Second Amendment thereto recorded in Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____ (as said Declaration may have heretofore been otherwise amended or supplemented), together with an undivided percentage of ownership interest in the Common Areas appurtenant thereto.

4. Title to the Common Area. The Common Area as set forth in the record of plat map for Phase 2 and as delineated on Exhibit "B" which is attached hereto and incorporated herein by this reference, shall be owned by all of the Unit Owners as tenants in common. Exhibit "B" amends the percentages of ownership of Common Area owned by each Unit Owner as provided by Section III, paragraph 39(e) of the Declaration.

5. Storage Units Excluded from Common Area. The record of plat map for Phase 2 depicts three buildings as Storage Unit #1 (5256 West), Storage Unit #2 (5238 West), and Storage Unit #3 (5222 West). Said storage units, are part of the Common Area, but are hereby leased to Declarant for thirty (30) years, on the following terms: (a) \$100 per year annual rent, payable by Declarant to the Association, in advance, on the first day of the month following the issuance of a certificate of occupancy for said buildings by West Jordan City, and continuing annually on the first day of said month for twenty nine (29) years thereafter; (b) Declarant shall manage and maintain said buildings, and pay all costs of maintenance and upkeep of the three buildings; (c)

Declarant shall pay to the Association the amount assessed to the Association for the general property taxes on the buildings; (d) the storage units in said buildings will be rented by Declarant to Unit Owners or others, at the sole discretion of Declarant; (e) non-exclusive easements for ingress and egress across all drives aisles and roadways included in the Common Area and the footprint of each of the three buildings are hereby granted to Declarant, for the full term of the lease, to provide unrestricted access to said storage units by Declarant and all Unit Owners or others who rent said storage units; (f) Declarant shall insure said buildings at Declarant's expense, for fire and other potential causes of property damage for the full replacement value of the buildings, and cause the Association to be named a co-insured on the insurance policy(ies); (g) Declarant shall also obtain general public liability insurance with coverage of at least \$1,000,000 per incident, and cause the Association to be named as a co-insured on the insurance policy(ies); (h) said lease may be terminated Declarant at any time by Declarant giving sixty (60) days written notice of termination to the Association; and (i) all references to Declarant with regard to the terms of the lease shall apply to Declarant's successors and assigns.


6. Class B Member. Under the provisions of Section III, paragraph 16(b) of the Declaration, Stone Creek 2002, LLC, and KFP Corporation shall be jointly considered to be the Class B Member for voting purposes under the Declaration.

7. Continuing Effectiveness of the Declaration, as Amended. Except as amended by the First Amendment and this Second Amendment, all provisions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

DECLARANT:

STONE CREEK 2002, LLC
a Utah limited liability company,

By 
Justin Peterson, Member

ASSIGNOR OF RESERVED RIGHTS:

KFP CORPORATION,
a Utah corporation,

By [Signature]
Justin Peterson, President

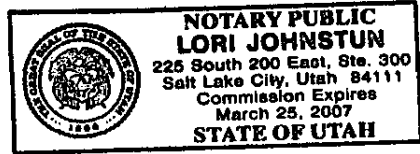
STATE OF UTAH)
)
) SS
)
COUNTY OF SALT LAKE)

The foregoing was acknowledged before me this 28 day of May, 2004, by Justin V. Peterson a member of KFP Stone Creek 2002, LLC, a Utah limited liability company.

SEAL:

[Signature]
Notary Public

STATE OF UTAH)
)
) SS
)
COUNTY OF SALT LAKE)



The foregoing was acknowledged before me this 28th day of May, 2004, by Justin Peterson, the President of KFP Corporation, a Utah corporation.

SEAL:

[Signature]
Notary Public

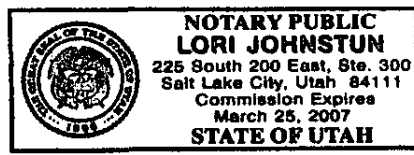


EXHIBIT "A"

All of the following Units in the Stone Creek Condominiums, Phase I, as described in, and subject to all of the provisions of the Declaration of Condominium for Stone Creek Condominiums recorded April 3, 2001, as Entry No. 7860782, Book 8441, Pages 8470-8528 in the office of the Salt Lake County Recorder:

Units A-1, A-2, A-3, A-4, A-5, A-6,	B-1, B-2, B-3, B-4, B-5, B-6,
C-1, C-2, C-3, C-4, C-5, C-6,	D-1, D-2, D-3, D-4, D-5, D-6,
E-1, E-2, E-3, E-4, E-5, E-6,	F-1, F-2, F-3, F-4, F-5, F-6,
G-1, G-2, G-3, G-4, G-5, G-6,	H-1, H-2, H-3, H-4,
I-1, I-2, I-3, I-4, I-5, I-6,	J-1, J-2, J-3, J-4, J-5, J-6,
K-1, K-2, K-3, K-4, K-5, K-6,	L-1, L-2, L-3, L-4, L-5, L-6,
M-1, M-2, M-3, M-4,	N-1, N-2, N-3, N-4,
O-1, O-2, O-3, O-4, O-5, O-6,	P-1, P-2, P-3, P-4, P-5, P-6.

Tax Parcel Nos. 20-36-204-001-0000 through 20-36-204-078-0000

And the Common Areas of the Stone Creek Condominiums, Phase 1, which include all of the real property in Salt Lake County, Utah, described on the following page, less and excepting the forgoing condominium Units

The Common Area of Phase 1 of Stone Creek Condominiums is all of the following real property in Salt Lake County, Utah. Less and excepting the condominium Units described on the preceding page:

Beginning at a point which is North $89^{\circ}55'35''$ West 172.07 feet and South 769.20 feet from the North Quarter Corner of Section 36, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South $46^{\circ}32'17''$ East 467.50 feet; thence along the arc of a 35.00 foot radius curve to the right having a central angle of $90^{\circ}00'00''$ 54.98 feet; thence South $43^{\circ}27'43''$ West 65.00 feet; thence North $46^{\circ}32'17''$ West 517.50 feet; thence North $43^{\circ}27'43''$ East 85.00 feet; thence along the arc of 15.00 foot radius curve to the left having a central angle of $90^{\circ}00'00''$ 23.56 feet to the point of beginning.

EXHIBIT "B"

Phase	Unit No.	Percentage of Ownership Interest
1	A-1	0.7143%
1	A-2	0.7143%
1	A-3	0.7143%
1	A-4	0.7143%
1	A-5	0.7143%
1	A-6	0.7143%
1	B-1	0.7143%
1	B-2	0.7143%
1	B-3	0.7143%
1	B-4	0.7143%
1	B-5	0.7143%
1	B-6	0.7143%
1	C-1	0.7143%
1	C-2	0.7143%
1	C-3	0.7143%
1	C-4	0.7143%
1	C-5	0.7143%
1	C-6	0.7143%
1	D-1	0.7143%
1	D-2	0.7143%
1	D-3	0.7143%
1	D-4	0.7143%
1	D-5	0.7143%
1	D-6	0.7143%
1	E-1	0.7143%
1	E-2	0.7143%
1	E-3	0.7143%
1	E-4	0.7143%
1	E-5	0.7143%
1	E-6	0.7143%

1	F-1	0.7143%
1	F-2	0.7143%
1	F-3	0.7143%
1	F-4	0.7143%
1	F-5	0.7143%
1	F-6	0.7143%
1	G-1	0.7143%
1	G-2	0.7143%
1	G-3	0.7143%
1	G-4	0.7143%
1	G-5	0.7143%
1	G-6	0.7143%
1	H-1	0.7143%
1	H-2	0.7143%
1	H-3	0.7143%
1	H-4	0.7143%
1	J-1	0.7143%
1	J-2	0.7143%
1	J-3	0.7143%
1	J-4	0.7143%
1	J-5	0.7143%
1	J-6	0.7143%
1	K-1	0.7143%
1	K-2	0.7143%
1	K-3	0.7143%
1	K-4	0.7143%
1	K-5	0.7143%
1	K-6	0.7143%
1	L-1	0.7143%
1	L-2	0.7143%
1	L-3	0.7143%
1	L-4	0.7143%
1	L-5	0.7143%
1	L-6	0.7143%

1	M-1	0.7143%
1	M-2	0.7143%
1	M-3	0.7143%
1	M-4	0.7143%
1	N-1	0.7143%
1	N-2	0.7143%
1	N-3	0.7143%
1	N-4	0.7143%
1	P-1	0.7143%
1	P-2	0.7143%
1	P-3	0.7143%
1	P-4	0.7143%
1	P-5	0.7143%
1	P-6	0.7143%
2	Q-1	0.7143%
2	Q-2	0.7143%
2	Q-3	0.7143%
2	Q-4	0.7143%
2	Q-5	0.7143%
2	Q-6	0.7143%
2	R-1	0.7143%
2	R-2	0.7143%
2	R-3	0.7143%
2	R-4	0.7143%
2	R-5	0.7143%
2	R-6	0.7143%
2	S-1	0.7143%
2	S-2	0.7143%
2	S-3	0.7143%
2	S-4	0.7143%
2	T-1	0.7143%
2	T-2	0.7143%
2	T-3	0.7143%
2	T-4	0.7143%

2	U-1	0.7143%
2	U-2	0.7143%
2	U-3	0.7143%
2	U-4	0.7143%
2	V-1	0.7143%
2	V-2	0.7143%
2	V-3	0.7143%
2	V-4	0.7143%
2	W-1	0.7143%
2	W-2	0.7143%
2	W-3	0.7143%
2	W-4	0.7143%
2	W-5	0.7143%
2	W-6	0.7143%
2	X-1	0.7143%
2	X-2	0.7143%
2	X-3	0.7143%
2	X-4	0.7143%
2	X-5	0.7143%
2	X-6	0.7143%
2	Y-1	0.7143%
2	Y-2	0.7143%
2	Y-3	0.7143%
2	Y-4	0.7143%
2	Y-5	0.7143%
2	Y-6	0.7143%
2	Z-1	0.7143%
2	Z-2	0.7143%
2	Z-3	0.7143%
2	Z-4	0.7143%
2	Z-5	0.7143%
2	Z-6	0.7143%
2	AA-1	0.7143%
2	AA-2	0.7143%

2	AA-3	0.7143%
2	AA-4	0.7143%
2	AA-5	0.7143%
2	AA-6	0.7143%
2	BB-1	0.7143%
2	BB-2	0.7143%
2	BB-3	0.7143%
2	BB-4	0.7143%

EXHIBIT "C"

The Additional Land in Salt Lake County, Utah submitted to the Declaration of Condominium for Stone Creek Condominiums, a Utah condominium project as Phase 2, described as follows:

Beginning at the North Quarter Corner of section 36, Township 2 South, Range 2 West Salt Lake Base & Meridian, and running;

thence South 89°55'39" East 107.20 feet along the Section line;

thence South 00°07'04" East 125.68 feet to and along the West line of Copper Hills Ward at Stone Creek Subdivision Phase I;

thence South 32°11'10" West 187.29 feet along the West line of said Copper Hills Ward at Stone Creek Subdivision Phase I;

thence Southeasterly 53.14 feet along a arc of a 270.00 foot radius curve to the right (center bears South 32°11'10" West long chord bears South 52°10'34" East 53.05 feet with a central angle of 11°16'33") along the West line of said Copper Hills Ward at Stone Creek Subdivision Phase I;

thence South 46°32'17" East 35.10 feet along the West line of said Copper Hills Ward at Stone Creek Subdivision Phase I;

thence Southerly 23.56 feet along an arc of a 15.00 foot radius curve to the right (center bears South 43°27'43" West long chord bears South 01°32'17" East 21.21 feet with a central angle of 90°00'00") along the West line of said Copper Hills Ward at Stone Creek Subdivision Phase I;;

thence South 43°27'43" West 465.68 feet along the West line of said Copper Hills Ward at Stone Creek Subdivision Phase I to and along the West line of Stonecreek Condominiums Phase I;

thence North 46°32'17" West 280.77 feet;

thence Northwesterly 311.57 feet along an arc of a 383.00 foot radius curve to the right (center bears North 43°27'43" East long chord bears North 23°13'58" West 303.05 feet with a central angle of 46°36'38");

thence North 00°04'21" East 141.31 feet;

thence Northwesterly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears North 89°55'39" West long chord bears North 44°55'39" West 35.36 feet with a central angle of 90°00'00");

thence North 00°04'21" East 63.00 feet to the Section line;

thence South 89°55'39" East 592.73 feet along the Section line to the Point of Beginning.

Tax Parcel No. 20-36-204-079