

**EIGHTH AMENDMENT AND SUPPLEMENT TO DECLARATION OF  
CONDOMINIUM**

**OF**

**THE LOOKOUT AT RANCH LANDING CONDOMINIUMS**

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUMS (the "Eighth Amendment") is made and executed this 4 day of January, 2018, by RKW 2006, LLC, a Utah limited liability company ("Declarant").

**RECITALS:**

A. On the 1<sup>st</sup> day of October, 2007, Declarant made and executed that certain "Declaration of Mutual Easements" with respect to that real property located in Wasatch County, State of Utah, and described therein (the "Declaration of Mutual Easements") which Declaration of Mutual Easements was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 4<sup>th</sup> day of October, 2007, as Entry No. 326815, in Book 951, beginning at Page 172.

B. On or about the 4th day of October, 2007, Declarant made and executed that certain "Declaration of Condominium of The Lookout at Ranch Landing Condominiums," with respect to the certain real property located in Wasatch County, State of Utah, more particularly described therein and now known as The Lookout at Ranch Landing Condominiums (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 4th day of October, 2007, as Entry No. 326816, in Book 951, beginning at Page 185.

C. On or about the 5<sup>th</sup> day of June, 2008, Declarant made and executed that certain First Amendment to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "First Amendment"), making certain amendments to the Declaration, which First Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 6th day of June, 2008, as Entry No. 336687, in Book 968, beginning at Page 777.

D. On or about the 12<sup>th</sup> day of August, 2008, Declarant and the The Lookout at Ranch Landing Condominium Association, Inc., a Utah nonprofit corporation (the "Association") made and executed that certain Second Amendment to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Second Amendment"), making certain amendments to the Declaration and assigning Parking Stalls, which Second Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 13th day of August, 2008, as Entry No. 339011, in Book 972, beginning at Page 1379.

E. On or about the 25<sup>th</sup> day of April, 2012, Declarant and the Association made and executed that certain Third Amendment to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Third Amendment"), making certain amendments to the Declaration, which Third Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 26th day of April, 2012, as Entry No. 378306, in Book 1054, beginning at Page 583.

F. On or about the 1<sup>st</sup> day of April, 2015, Declarant and the Association made and executed that certain Fourth Amendment to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Fourth Amendment"), making certain amendments to the Declaration, and adding Building I and the Units described therein to the condominium project, which Fourth Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 2<sup>nd</sup> day of April, 2015, as Entry No. 410681, in Book 1126, beginning at Page 1191. The Fourth Amendment, however, did not provide an amendment to Exhibit A showing the Percentage Interests in all Units.

G. On or about the 3<sup>rd</sup> day of September, 2015, Declarant made and executed that certain Fifth Amendment to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Fifth Amendment"), making certain modifications to the Declaration confirming the addition of Plat "D" to the Project, and adding Plat "E" and Building "C" and the Units described therein to the condominium project, which Fifth Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 9<sup>th</sup> day of September, 2015, as Entry No. 416046, in Book 1139, beginning at Page 718.

H. On or about the [blank] day of August, 2016, Declarant made and executed that certain Sixth Amendment and Supplement to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Sixth Amendment"), making certain modifications to the Declaration confirming the addition of Plat "F" and the Units described therein to the condominium project, which Sixth Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 16<sup>th</sup> day of August, 2016, as Entry No. 427775, in Book 1166, beginning at Page 1915.

I. On or about the 1<sup>st</sup> day of February, 2017, Declarant made and executed that certain Seventh Amendment and Supplement to Declaration of Condominium of The Lookout at Ranch Landing Condominiums (the "Seventh Amendment"), making certain modifications to the Declaration confirming the addition of Plat "G" and the Units described therein to the condominium project, which Seventh Amendment was recorded in the office of the County Recorder of Wasatch County, State of Utah, on the 2<sup>nd</sup> day of May, 2017, as Entry No. 437698, in Book 1189, beginning at Page 881.

J. Under the terms and conditions of the Declaration, the Declarant reserved the right to expand the Project, by the addition of Additional Land identified in the Declaration.

K. Declarant desires to add a portion of the Additional Land to the terms of the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant and the Association hereby declare and certify as follows:

1. Submission of Additional Land. Declarant hereby submits Plat "H", being the following described portion of the Additional Land, Building "H", and the Units comprising the same (herein referred to as the "Subject Property"), and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration:

**SEE SCHEDULE "A" ATTACHED HERETO**

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the 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 reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property 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.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through and under the real property and any improvements now or hereafter constructed thereon as may be reasonable necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) an easement for ingress and egress for the benefit of the Additional Land, or the balance thereof, however developed or utilized, over the improved roads, driveways and parking areas of the Subject Property, whether or not the Additional Land, or portions thereof, is part of the Project; (ii) to construct and complete each of the Units in any Building and all of the other improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (iii) to improve portions of the real property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate; and (iv) to construct and complete each of the Units, Buildings and other improvements to be constructed upon any Additional Land or portion thereof intended to be included within the Project. If, pursuant to the foregoing reservations, the real property 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 including the perpetual easement specified in (i) above, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire on October 3, 2021.

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which have been or are submitted to the terms and conditions of the Declaration, are more particularly set forth on Ranch Landing Plat "H" recorded or to be recorded with the office of the Wasatch County Recorder.

3. Rights in Declaration of Mutual Easements. The real properties described in Paragraph 1 are located within the boundaries of the Residential Condominium Parcel

as described in the Declaration of Mutual Easements and consequently have all the rights to the Easements granted therein and are subject to terms and conditions contained therein.

4. Representations of Declarant. Declarant represents as follows:

a. The annexed real property is part of the Additional Land as identified in the Declaration.

b. By the annexation of the real property described in paragraph 1 and the Units contained therein, the total number of Units contained in the Project as of the date of recording of this Supplement, will equal ninety-two (92).

5. Amendment to Exhibit "A" - Percentage Interest. As a result of the expansion of the Project by the addition of a portion of the Additional Land and the Units described therein, the Percentage Interest for all Units is recomputed and set forth on Amended Exhibit "A" attached hereto.

6. Effective Date. This Eighth Amendment to Declaration of Condominium of the Lookout at Ranch Landing Condominiums shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

7. Lender's Consent. By its execution of this Eighth Amendment, Bank of American Fork ("Construction Lender") consents to the Eighth Amendment as set forth above.

*[Remainder of page intentionally left blank.]*

EXECUTED the day and year first above written.

DECLARANT:

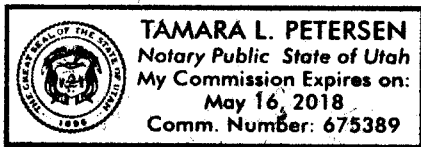
RKW 2006, LLC, a Utah limited liability company

By:   
Russell K. Watts, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the 4<sup>th</sup> day of January, 2018, personally appeared before me Russell K. Watts, who being by me duly sworn, did say that he is the Manager of RKW 2006, LLC, a Utah limited liability company, and that the foregoing Declaration was signed on behalf of said company by authority of the Operating Agreement or a resolution of its Manager, and Russell K. Watts acknowledged to me that said company executed the same.

  
NOTARY PUBLIC





**SCHEDULE "A"**

(Legal Description)

Plat "H":

Beginning at the Northeast Corner of Ranch Landing Plat "D", said point also being North 996.58 feet and East 435.15 feet from the South Quarter Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian:

Thence East 241.71 feet;  
Thence South 00°31'26" East 153.09 feet;  
Thence West 243.11 feet;  
Thence North 153.08 feet to the point of beginning.

Containing: 0.85 acres.

**AMENDED EXHIBIT "A"**  
to  
Declaration of Condominium of  
The Lookout at Ranch Landing Condominiums  
(Percentage Interest)

Building No.	Floor	Unit #	Sq. Ft.	Percentage Interest	Carport
A	1	101	1,207	1.087%	See Amended Plat
A	1	102	1,207	1.087%	See Amended Plat
A	1	103	1,207	1.087%	See Amended Plat
A	1	104	1,207	1.087%	See Amended Plat
A	2	201	1,207	1.087%	See Amended Plat
A	2	202	1,207	1.087%	See Amended Plat
A	2	203	1,207	1.087%	See Amended Plat
A	2	204	1,207	1.087%	See Amended Plat
B	1	101	1,207	1.087%	See Amended Plat
B	1	102	1,207	1.087%	See Amended Plat
B	1	103	1,207	1.087%	See Amended Plat
B	1	104	1,207	1.087%	See Amended Plat
B	2	201	1,207	1.087%	See Amended Plat
B	2	202	1,207	1.087%	See Amended Plat
B	2	203	1,207	1.087%	See Amended Plat
B	2	204	1,207	1.087%	See Amended Plat
C	1	101	1,207	1.087%	See Amended Plat
C	1	102	1,207	1.087%	See Amended Plat
C	1	103	1,207	1.087%	See Amended Plat
C	1	104	1,207	1.087%	See Amended Plat
C	2	201	1,207	1.087%	See Amended Plat
C	2	202	1,207	1.087%	See Amended Plat
C	2	203	1,207	1.087%	See Amended Plat
C	2	204	1,207	1.087%	See Amended Plat
C	3	301	1,207	1.087%	See Amended Plat
C	3	302	1,207	1.087%	See Amended Plat
C	3	303	1,207	1.087%	See Amended Plat



C	3	304	1,207	1.087%	See Amended Plat
D	1	101	1,207	1.087%	See Amended Plat
D	1	102	1,207	1.087%	See Amended Plat
D	1	103	1,207	1.087%	See Amended Plat
D	1	104	1,207	1.087%	See Amended Plat
D	2	201	1,207	1.087%	See Amended Plat
D	2	202	1,207	1.087%	See Amended Plat
D	2	203	1,207	1.087%	See Amended Plat
D	2	204	1,207	1.087%	See Amended Plat
D	3	301	1,207	1.087%	See Amended Plat
D	3	302	1,207	1.087%	See Amended Plat
D	3	303	1,207	1.087%	See Amended Plat
D	3	304	1,207	1.087%	See Amended Plat
E	1	101	1,207	1.087%	See Amended Plat
E	1	102	1,207	1.087%	See Amended Plat
E	1	103	1,207	1.087%	See Amended Plat
E	1	104	1,207	1.087%	See Amended Plat
E	2	201	1,207	1.087%	See Amended Plat
E	2	202	1,207	1.087%	See Amended Plat
E	2	203	1,207	1.087%	See Amended Plat
E	2	204	1,207	1.087%	See Amended Plat
E	3	301	1,207	1.087%	See Amended Plat
E	3	302	1,207	1.087%	See Amended Plat
E	3	303	1,207	1.087%	See Amended Plat
E	3	304	1,207	1.087%	See Amended Plat
H	1	101	1,207	1.087%	See Amended Plat
H	1	102	1,207	1.087%	See Amended Plat
H	1	103	1,207	1.087%	See Amended Plat
H	1	104	1,207	1.087%	See Amended Plat
H	2	201	1,207	1.087%	See Amended Plat
H	2	202	1,207	1.087%	See Amended Plat
H	2	203	1,207	1.087%	See Amended Plat
H	2	204	1,207	1.087%	See Amended Plat
H	3	301	1,207	1.087%	See Amended Plat

H	3	302	1,207	1.087%	See Amended Plat
H	3	303	1,207	1.087%	See Amended Plat
H	3	304	1,207	1.087%	See Amended Plat
I	1	101	1,207	1.087%	See Amended Plat
I	1	102	1,207	1.087%	See Amended Plat
I	1	103	1,207	1.087%	See Amended Plat
I	1	104	1,207	1.087%	See Amended Plat
I	2	201	1,207	1.087%	See Amended Plat
I	2	202	1,207	1.087%	See Amended Plat
I	2	203	1,207	1.087%	See Amended Plat
I	2	204	1,207	1.087%	See Amended Plat
I	3	301	1,207	1.087%	See Amended Plat
I	3	302	1,207	1.087%	See Amended Plat
I	3	303	1,207	1.087%	See Amended Plat
I	3	304	1,207	1.087%	See Amended Plat
J	1	101	1,207	1.087%	See Amended Plat
J	1	102	1,207	1.087%	See Amended Plat
J	1	103	1,207	1.087%	See Amended Plat
J	1	104	1,207	1.087%	See Amended Plat
J	2	201	1,207	1.087%	See Amended Plat
J	2	202	1,207	1.087%	See Amended Plat
J	2	203	1,207	1.087%	See Amended Plat
J	2	204	1,207	1.087%	See Amended Plat
K	1	101	1,207	1.087%	See Amended Plat
K	1	102	1,207	1.087%	See Amended Plat
K	1	103	1,207	1.087%	See Amended Plat
K	1	104	1,207	1.087%	See Amended Plat
K	2	201	1,207	1.087%	See Amended Plat
K	2	202	1,207	1.087%	See Amended Plat
K	2	203	1,207	1.087%	See Amended Plat
K	2	204	1,207	1.087%	See Amended Plat
			96,560	100.00%	