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AFTER RECORDING PLEASE RETURN TO:

Mr. Kip Jardine
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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jun 11 2:56 pm FEE 31.00 BY SS
RECORDED FOR SPRINGVILLE CITY

SECOND SUPPLEMENT TO
DECLARATION OF CONDOMINIUM
OF
FIVE STAR CONDOMINIUMS
[An Expandable Condominium Project]

THIS SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUM is made as of this
15th day of April, 1998, by **FIVE STAR GROUP, L.C.**, a Utah limited liability
company ("Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the developer of **Five Star Condominiums**, an expandable condominium project in Springville, Utah (the "Project").
- B. On or about November 26, 1997, Declarant caused to be recorded as Entry 93902 Book 4446, Pages 768-795, inclusive, in the office of the Recorder of Utah County, Utah, that certain **Declaration of Condominium (including Bylaws) of Five Star Condominiums, (An Expandable Condominium Project)** (the "Declaration"), relating to the Project.
- C. Pursuant to Sections 2.3 and 2.4 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 (Phases 1 and 2) 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.

2. The following described real property situated in the City of Springville, 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:

Beginning at point which is North 00°21'27" West along the section line 518.45 feet and East 259.26 feet from the Southeast corner of Section 36, Township 7 South, Range 2 East, Salt Lade Base and Meridian; thence East 267.40 feet; thence North 117.78 feet; thence East 8.50 feet; thence North 19.50 feet; thence West 297.80 feet; thence South 56.45 feet; thence North 89°59'51" East 21.90 feet; thence South 80.84 feet to the point of beginning. Parcel containing 0.87 Acres or 38,108 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 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 THE 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 2.2 is amended in its entirety to read as follows:

2.2 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into forty-eight (48) Condominium Units as set forth on the Maps, each such Condominium Unit consisting of a Unit and an appurtenant undivided but equal percentage interest in and to the Common Areas and Facilities. Such Units comprise the minimum number of Units in the Project and give each Owner a maximum 2.083 % (or 1/48th) undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant Sections 2.3 and 2.4, the maximum number of Units in the Project will be two hundred eighty (280) and each Unit Owner will have a 0.357% (or 1/280th) undivided interest in the Common Areas and Facilities.

(b) Section 3.2 of the Declaration is amended in its entirety to read as follows:

3.2 Description of Buildings and Units. There are four Buildings in the Project, each containing eight Units, four on each of two Building levels: ground (or main) and upper. Units range in configuration from one bedroom and one bath to three bedrooms and three baths. Units on upper levels are accessed through a main level entry and interior stairs. Each Unit has Limited Common Area as follows: a porch, a detached ground level single car garage, and a ground level assigned parking place. The construction consists of brick, stucco and/or siding over wood frame with wood and/or shake shingle roof. The Units range in size from 723 to 1,375 square feet depending on the Building and the location within the Building. Configurations of the Units are as reflected on the Maps.

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 **Five Star Condominiums, Phase 3, An Expandable Condominium Project, Springville City, Utah County, Utah**, executed and acknowledged by Declarant, consisting of two (2) sheets prepared by Donald C. Allen, a duly registered Utah Land Surveyor holding Certificate No. 154551, 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.

FIVE STAR GROUP, L.C.

By: Kip R. Jardine
Kip R. Jardine, Member

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On this 15 day of April, 1998, personally appeared before me **Kip R. Jardine**, who, being by me duly sworn, did say that the within instrument was signed by him in behalf of Five Star Group, L.C. pursuant to authority and in the capacity indicated.

Susan D. Day
NOTARY PUBLIC

