

6319286

04/01/96 4:35 PM 26.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: V ASHBY DEPUTY - WI

6319286

SECOND SUPPLEMENT TO
DECLARATION OF
CONDOMINIUM
OF
COTTONWOOD COVE CONDOMINIUMS OF HOLLADAY
(PHASE 3)

THIS SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUMS is made and executed this 21st day of March, 1996, by Cottonwood Cove Development, L.C., a Utah limited liability company with its principal place of business in Salt Lake City, State of Utah (hereinafter referred to as "Declarant").

RECITALS:

A. On or about the 25th day of January, 1996, Declarant made and executed that certain "Declaration of Condominium of Cottonwood Cove Condominiums of Holladay," with respect to the certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described therein and now known as Cottonwood Cove Condominiums of Holladay (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 26th day of January, 1996, in Book 7316, beginning at Page 1646, as Entry No. 6265316.

B. On or about the 25th day of January, 1996, Declarant made and executed that certain "First Supplement to Declaration of Condominium of Cottonwood Cove Condominiums of Holladay" (herein the "First Supplement"), which First Supplement was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 26th day of January, 1996, in Book 7316, beginning at Page 1707, as Entry No. 6265318, adding Additional Property for Phase 2 of Cottonwood Cove Condominiums of Holladay.

C. Under the terms of the Declaration, Declarant reserved the right to add certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

BK7366PG0153

1. Submission of Phase III. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

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 Map 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 the Declaration): (i) an easement for ingress and egress for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "D" attached to the Declaration, 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 the Declaration or in the Map 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 seven (7) years after the date on which the Declaration was filed for record in the office of the County Recorder of Salt Lake County, State of Utah.

2. Amendment to Exhibit "A". Declarant hereby supplements and amends the Declaration by the filing of Amended Exhibit "A" (Phases 1, 2, and 3) attached hereto and incorporated herein by reference.

3. Supplemental Map. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Map pertaining to the same, which supplemental Map shall be recorded with this Supplement.

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, the total number of Units when completed, will equal fifteen (15).

5. Lender's Agreement of Subordination. By its execution of this Supplement, Washington Federal Savings, a _____ (hereinafter "Phase III Lender"), agrees, covenants and declares that this Second Supplement to Declaration shall be senior in priority to: (i) the Deed of Trust with Assignment of Rents, made as of _____, 1995, between _____, as "Trustor," and _____, as "Trustee" and Phase III Lender as "Beneficiary" (hereinafter "Trust Deed"), which Trust Deed was recorded on _____, 1995, as Entry No. _____, in Book _____, beginning at page _____ of the Official Records of Salt Lake County, (ii) _____ (hereinafter the "Security Agreement"), which Security Agreement was recorded on _____, 1995, as Entry No. _____, in Book _____, beginning at page _____ of the Official Records of Salt Lake County, and that said Trust Deed and Security Agreement shall be subordinate to and subject to this Second Supplement to Declaration notwithstanding the fact that this Second Supplement to Declaration

is recorded later in time than the Trust Deed and Security Agreement.

6. Co-Owners' Agreement of Subordination. By their execution of this Second Supplement to Declaration, Steve W. Butcher and Mary Ann M. Butcher, individuals (hereinafter "Co-Owners"), agree, covenant and declare that they have agreed to submit the real property described herein to the terms of this Second Supplement to Declaration and by their execution of this Second Supplement to Declaration they agree that the Second Supplement to Declaration shall be senior in priority to all of Co-Owners' right, title and interest in and to the real property described herein.

7. Effective Date. This Supplemental Declaration, and the Supplement Map relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Salt Lake County, Utah.

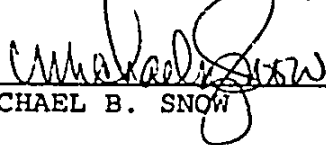
EXECUTED the day and year first above written.

COTTONWOOD COVE DEVELOPMENT, L.C., a
Utah limited liability company,

By one of its Managers, HAMBLIN &
COMPANY, INC., a Utah corporation:

By: 
BLAINE TURNER, Its President

And by its remaining Manager:


MICHAEL B. SNOW

CO-OWNERS:


STEVE W. BUTCHER


MARY ANN M. BUTCHER

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

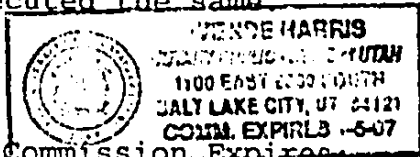
CONSTRUCTION LENDER:

WASHINGTON FEDERAL SAVINGS, a

By: *Ken Anderson*
Its: V.P.

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

On the 21st day of March, 1996, personally appeared before me Blaine Turner, who being by me duly sworn, did say that he is the President of Hamblin & Company, Inc., a Utah corporation, that Hamblin & Company, Inc. is a Manager of Cottonwood Cove Development, L.C., 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 Managers, and the said Manager acknowledged to me that said company executed the same.



My Commission Expires:

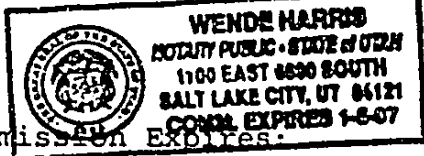
1-5-97

Wende Harris
NOTARY PUBLIC, Residing at:

Salt Lake City, Utah

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

On the 21st day of March, 1996, personally appeared before me Michael B. Snow, who being by me duly sworn, did say that he is a Manager of Cottonwood Cove Development, L.C., 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 Managers, and the said Manager acknowledged to me that said company executed the same.



My Commission Expires:

1-5-97

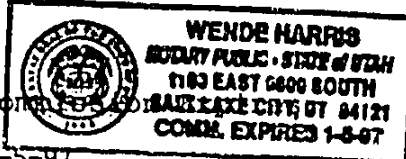
Wende Harris
NOTARY PUBLIC, Residing at:

Salt Lake City, Utah

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 21st day of March, 1996, personally appeared before me Steve W. Butcher, who being by me duly sworn, did say that he is a Co-Owner of the real property submitted herein, and acknowledged to me that he executed the same.

My Commission Expires: 1-5-97



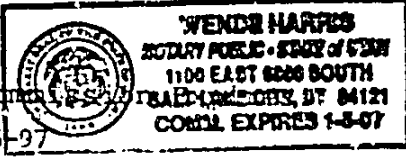
WENDIE HARRIS
NOTARY PUBLIC - STATE OF UTAH
1103 EAST 6800 SOUTH
SALT LAKE CITY, UT 84121
COMM. EXPIRES 1-5-97

Wendie Harris
NOTARY PUBLIC, Residing at:
Salt Lake City, Utah

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 21st day of March, 1996, personally appeared before me Mary Ann M. Butcher, who being by me duly sworn, did say that she is a Co-Owner of the real property submitted herein, and acknowledged to me that she executed the same.

My Commission Expires: 1-5-97



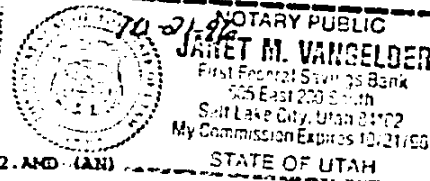
WENDIE HARRIS
NOTARY PUBLIC - STATE OF UTAH
1103 EAST 6800 SOUTH
SALT LAKE CITY, UT 84121
COMM. EXPIRES 1-5-97

Wendie Harris
NOTARY PUBLIC, Residing at:
Salt Lake City, Utah

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21st day of March, 1996, by Kent Anderson the 1st of WASHINGTON CORPORATION a WASHINGTON CORPORATION.

My Commission Expires:



JANET M. VANGELDER
NOTARY PUBLIC
First Federal Savings Bank
505 East 200 South
Salt Lake City, Utah 84102
My Commission Expires 10/21/98
STATE OF UTAH

CTTNSUP2.AMD (AN)

Janet M. Paul Gredler
NOTARY PUBLIC, Residing at:
Salt Lake City, Utah

SCHEDULE "A"

to

Second Supplement to Declaration of Condominium of
Cottonwood Cove Condominiums of Holladay

(Legal Description of Additional Land)

PHASE THREE:

SIDWELL NO.

PARCEL 1: BEGINNING at a point which is South 46°30'30" West 228.29 feet, and South 1°33'30" West 462.00 feet and South 86°55'00" East 47.00 feet from the West quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 1°33'30" East 94.367 feet; thence South 86°55'00" East 92.980 feet; thence south 3°05'00" West 94.333 feet; thence North 86°55'00" West 90.469 feet to the point of BEGINNING.

PARCEL 2: A Non-Exclusive right of way for ingress and egress over the following: BEGINNING at a point which is South 46°32'20" West 228.29 feet and South 1°33'30" West 271.00 feet from the West quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 86°55'00" East 175.138 feet; thence South 3°05'00" West 71.754 feet; thence 8.987 feet along the arc of a 19.00 foot radius curve to the left (chord bears South 69°39'27" East 8.904 feet); thence South 86°55'00" East 182.91 feet; thence South 1°33'30" West 60.995 feet; thence North 88°27'40" West 20.02 feet; thence North 1°32'20" East 21.00 feet; thence 23.16 feet along the arc of a 15.00 foot radius curve to the left (chord bears North 42°41'20" West 20.93 feet); thence North 86°55'00" West 159.96 feet; thence 15.71 feet along the arc of a 10.00 foot radius curve to the left (chord bears South 48°05'00" West 14.14 feet); thence South 3°05'00" West, 80.62 feet; thence North 86°55'00" West 20.00 feet; thence North 3°05'00" East 150.93 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the left (chord bears North 41°55'00" East 21.21 feet); thence North 86°55'00" West 126.842 feet; thence North 1°24'17" East 25.014 feet to the point of BEGINNING.

AMENDED EXHIBIT "A"
to
Second Supplement to Declaration of Condominium of
Cottonwood Cove Condominiums of Holladay
(A Utah Expandable Condominium Project)
(Phases 1, 2 & 3)
(Percentage Interest)

<u>UNIT NO</u>	<u>SIZE</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTES</u>	
1	E	1,744	6.50%	6.5
2	A	1,744	6.50%	6.5
3	E	1,798	6.70%	6.7
4	D	1,858	6.90%	6.9
5	C	1,798	6.70%	6.7
6	B	1,744	6.50%	6.5
7	A	1,744	6.50%	6.5
8	E	1,798	6.70%	6.7
9	D	1,858	6.95%	6.95
10	C	1,798	6.70%	6.7
11	B	1,744	6.50%	6.5
12	A	1,744	6.50%	6.5
13	E	1,798	6.70%	6.7
14	D	1,858	6.95%	6.95
15	C	1,798	6.70%	6.7
Totals		26,826	100.00%	100.00