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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: V ASHBY DEPUTY - WI

FIRST SUPPLEMENT TO
DECLARATION OF
CONDOMINIUM
OF
EAST HAMPTON CONDOMINIUMS
(PHASES 2, 3, AND 4)

6553752
THIS FIRST SUPPLEMENT TO DECLARATION OF CONDOMINIUMS is made and executed this 16 day of January, 1997, by Hampton Development Co., LLC, a Utah limited liability company with its principal place of business located in Salt Lake City, State of Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. On or about the ____ day of January, 1997, Declarant made and executed that certain "Declaration of Condominium of East Hampton Condominiums," 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 East Hampton Condominiums (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the ____ day of January, 1997, in Book _____, beginning at Page _____, as Entry No. _____.

B. 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:

1. Submission of Phases 2, 3 and 4. 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 "B". Declarant hereby supplements and amends the Declaration by the filing of Amended Exhibit "B" (Phases 1, 2, 3 and 4) 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 twenty-two (22).

5. Co-Owners' Agreement of Subordination. By their execution of this Supplemental 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 the Declaration and by their execution of this Supplemental Declaration they agree that the Declaration shall be senior in priority to all of Co-Owners' right, title and interest in and to the real property described herein.

6. 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.

HAMPTON DEVELOPMENT CO., LLC, a
Utah limited liability company

By Michael Snow
member
Manager

AND

By Kasco, Ltd
by Michael Snow - GP
Manager

CO-OWNERS:

Steve W. Butcher
Steve W. Butcher

Mary Ann M. Butcher
Mary Ann M. Butcher

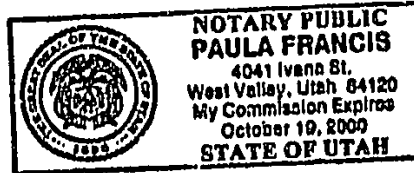
[NOTARIZATIONS CONTINUED ON THE FOLLOWING PAGES]

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 11th day of January, 1997 personally appeared before me Michael B. Szudund, who being by me duly sworn, did say that they are Managers of Hampton Development Co., 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 members, and said Managers acknowledged to me that said company executed the same.

Paula Francis
NOTARY PUBLIC, Residing at:

My Commission Expires:

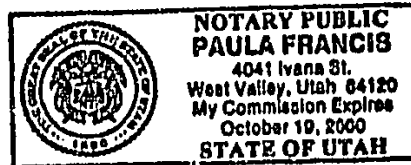


STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11th day of January, 1997, by Steve W. Butcher and Mary Ann M. Butcher.

Paula Francis
NOTARY PUBLIC, Residing at:

My Commission Expires:



Parcel 2

BOUNDARY DESCRIPTION

BEGINNING at a point which is 209.835 feet North and 505.48 feet West from the Southeast corner of lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00°01'28" East, a distance of 53.000 feet and South 89°54'10" East, a distance of 317.989 feet and North a distance of 188.977 feet from a Salt Lake County Monument at the intersection of 1100 East and 4500 South Street and running thence N 89° 54' 45" East along the South boundary of Mandalay Terrace No. 4 Subdivision a distance of 84.209 feet; thence North 00° 05' 15" West along the East boundary of said subdivision a distance of 51.514 feet; thence East a distance of 96.815 feet; thence South 00° 06' 20" West a distance of 156.432 feet; thence North 89° 54' 10" West a distance of 79.482 feet; thence North a distance of 17.339 feet; thence North 89° 54' 10" West a distance of 101.141 feet; thence North a distance of 87.144 feet to the point of beginning.

Containing 25,892 square feet or 0.594 acres.

PARCEL 3 (SIDWELL NO. _____):

Beginning at a point which is 261.477 feet North and 421.351 feet West from the Southeast corner of lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00°01'28" East, a distance of 53.000 feet and South 89°54'10" East, a distance of 35.000 feet and North 00°01'28", a distance of 188.065 feet and North 89°54'45" East, a distance of 367.117 feet and North 00°05'15", a distance of 51.514 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North 00°05'15" West along the East boundary of Mandalay Terrace No. 4 Subdivision, a distance of 220.386 feet; thence North 89°54'45" East along the South boundary of Mandalay Terrace No. 3 Subdivision, a distance of 97.558 feet; thence South 00°06'20" West, a distance of 220.535 feet; thence West, a distance of 96.815 feet to the point of beginning.

Containing 21,426 square feet or 0.492 acres.

PARCEL 4 (SIDWELL NO. _____):

Beginning at a point which is 209.403 feet North and 788.389 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00°01'28" East, a distance of 53.000 feet and south 89°54'10" East, a distance of 35.000 feet and North 00°01'28", a distance of 113.176 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North 00°01'28" East along the east right of way line of 1100 East Street, a distance of 74.889 feet; thence North 89°54'45" East along the South boundary of Mandalay Terrace No. 4 Subdivision, a distance of 282.908 feet; thence South, a distance of 75.321 feet; thence West, a distance of 282.940 feet to the point of beginning.

Containing 21,249 square feet or 0.488 acres.

AMENDED EXHIBIT "B"
 to
 Second Supplement to Declaration of Condominium of
 East Hampton Condominiums

(Phases 1, 2, 3 & 4)

(Percentage Interest)

<u>UNIT NO</u>	<u>SIZE</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTES</u>
1	1,760	4.54%	4.54
2	1,760	4.54%	4.54
3	1,760	4.54%	4.54
4	1,760	4.54%	4.54
5	1,760	4.54%	4.54
6	1,760	4.54%	4.54
7	1,760	4.54%	4.54
8	1,760	4.54%	4.54
9	1,760	4.55%	4.55
10	1,760	4.55%	4.55
11	1,760	4.55%	4.55
12	1,760	4.55%	4.55
13	1,760	4.55%	4.55
14	1,760	4.55%	4.55
15	1,760	4.55%	4.55
16	1,760	4.55%	4.55
17	1,760	4.55%	4.55
18	1,760	4.55%	4.55
19	1,760	4.55%	4.55
20	1,760	4.55%	4.55
21	1,760	4.54%	4.54
22	1,760	4.54%	4.54

Totals: 38,720 sq. ft. 100% 100.00