

**DECLARATION OF ANNEXATION FOR PHASE 2  
AND  
AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE AND  
REVOCATION**

THIS ANNEXATION AND AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of BlackRock Condominiums at Stonebridge is made and executed this 2<sup>nd</sup> day of December, 2002, pursuant to Article 12, Section 12.4, of the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE (the "Declaration"), that was recorded the 22<sup>nd</sup> day of March, 2001, as Entry No. 715332, in Book 1400, at Pages 2062-2089, as amended by the Amendment thereto recorded April 2, 2001, as Entry No. 716505, in Book 1402, at Pages 1028-1029, and as further amended by the AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE AND REVOCATION recorded January 4, 2002, as Entry No. 748433, in Book 1445, at Pages 327-333 records of Washington County which affect the following described property:

All of BlackRock Condominiums at Stonebridge, Phase 1, Second Amended, according to the official plat to be filed in the Office of the Washington County Recorder, affecting the property more particularly described in Exhibit C attached hereto and incorporated herein by this reference.

**ANNEXATION**

This is a Declaration of Annexation prepared pursuant to Article 11 of the Declaration.

Declarant hereby annexes the property described in Exhibit 1 attached hereto as a part of, and declares its intention that the property shall be subject to the Declaration referred to above, and any amendments thereto.

Any required approvals have been given.

**AMENDMENT**

**Article 2, Section 2.1 of the Declaration is hereby amended to read as follows:**

Section 2.1. Division into Units, Limited Common and Common Area. In order to establish a plan of condominium ownership, the condominium project is hereby divided into the following separate free-hold estates:

- a. **Units.** The thirty-three (33) separately designated and legally described freehold estates consisting of the units as defined above and designated on the map. Each unit consists
- i. horizontally of the area within the interior surface of the sheet rock on walls which form the exterior of the building, and the lines as drawn on the map as constituting boundaries between the unit and common or limited common areas or between the unit and other units, and
  - ii. vertically from the exterior surface of the floor of the unit up to the interior surface of the ceiling. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning and compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the unit and serving only the unit, and any structural members of any other property of any kind, including fixtures and appliances within any unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

The maximum number of units which may be built is 116 which would result in at least a .4% minimum ownership interest in the common elements for the smaller units. The minimum number of units which may be built is 33 which would result in a 2.0% minimum ownership interest in the common elements.

Appurtenant to and inseparable from each unit shall be a percentage ownership in common areas and facilities and a par value according to the following table:

<u>Bldg #</u>	<u>Unit #</u>	<u>Square Footage</u>	<u>Par Value</u>
1	1	1771	3.4016
1	2	1837	3.5283
1	3	1749	3.3593
1	4	1825	3.5053
1	5	1749	3.3593
1	6	1829	3.5130
1	7	1875	3.6012
1	8	1800	3.4573
2	9	1778	3.4150
2	10	1350	2.5930
2	11	1577	3.0289
2	12	1605	3.0827
2	13	1478	2.8388
2	14	1662	3.1920
3	15	1580	3.0347
3	16	1543	2.9636
3	17	1547	2.9713
3	18	1371	2.6333
3	19	1615	3.1017
3	20	1594	3.0615
3	21	1544	2.9656
3	22	1725	3.3130
3	23	1512	2.9040
3	24	1550	2.9770
14	103	1097	2.1070
14	104	1097	2.1070
14	105	1097	2.1070
14	106	1097	2.1070
15	107	1654	3.1766
15	108	1601	3.0750
15	109	1654	3.1766
15	110	1648	3.1650
15	111	1654	3.1766
Total		52,065	100

These par values may not be changed except by amendment or expansion as provided herein. No unit may be further subdivided. No unit owner shall execute any deed, mortgage, lease or other instrument conveying, leasing or encumbering title to the unit without including therein all interests appurtenant thereto. The purpose of this restriction is to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed to include any omitted interest, even though not expressly mentioned or described therein. Each unit owner has an unrestricted right of ingress and egress to the unit which is appurtenant to ownership of the unit. Units may be combined in use if owned by the same unit owner.

b. Limited Common Areas. Limited Common Areas, if any, designated on the map, by double cross hatched areas may include carports, balconies, decks and covered decks appurtenant to certain units as contained in the Plat. The right to use and occupy each limited common area, if any, shall be appurtenant to and shall pass with the title to the unit with which it is associated, to the exclusion of other owners. Each owner of a unit is hereby granted a license to use and occupy the limited common areas and facilities reserved for the use of the unit, subject to the residual rights of the Association therein.

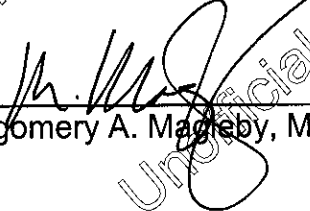
c. Common Areas and Facilities. A freehold estate consisting of the remaining portion of the real property as defined above as the "common areas and facilities." Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

- (i) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (ii) The right of the Association to limit the number of guests of members using the common area.
- (iii) The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against the unit remains unpaid; and for any infraction of its published rules and regulations.
- (iv) The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
- (v) The right of the Association with the approval of seventy-five percent (75%) of each class of owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility.
- (vi) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the common area by the Association.
- (vii) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
- (viii) The terms and conditions of this Declaration.
- (ix) The right of each individual unit owner to the use of the limited common area adjacent and appurtenant to the respective unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 2nd day of December, 2002.

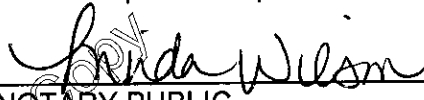
**DECLARANT:**

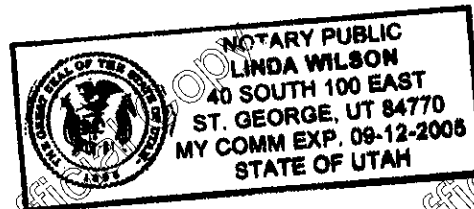
BLACKROCK DEVELOPMENT GROUP, L.C.  
a Utah limited liability company

By   
Montgomery A. Magleby, Manager

STATE OF UTAH )  
COUNTY OF WASHINGTON ) ss.

On this 2nd day of December, 2002 before me personally appeared Montgomery A. Magleby, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of BlackRock Development Group, L.C., a Utah limited liability company, and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the company executed the document and the document was the act of the partnership for its stated purpose.

  
NOTARY PUBLIC  
My Commission Expires: Sept. 12, 2005



**EXHIBIT 1****LEGAL DESCRIPTION:**

Beginning at a point on the westerly right-of-way line of Country Lane, a varying width public roadway, (Entry No. 734830, Book 1426, Page 304, Washington County, Official Records), said point lies North  $89^{\circ}10'35''$  West 1594.94 feet along the section line and North  $00^{\circ}00'00''$  East 672.72 feet from the southeast corner of Section 22, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence coincident with said westerly right-of-way line in the following two courses: South  $26^{\circ}17'27''$  West 178.24 feet to the point of curvature of a 99.00 foot radius curve concave to the north; thence through a central angle of  $88^{\circ}00'13''$  westerly 152.06 feet along the arc of said curve to a point on the northerly right-of-way line of Stonebridge Drive, a varying width public roadway, (said Entry No. 734830), said point being the point of tangency; thence coincident with said northerly right-of-way line North  $65^{\circ}42'19''$  West 6.74 feet; thence leaving said northerly right-of-way line North  $04^{\circ}17'41''$  East 79.35 feet; thence North  $26^{\circ}17'57''$  East 64.42 feet to a point on the boundary line of Blackrock Condominiums at Stonebridge Phase I, Second Amended; thence coincident with said boundary line in the following five (5) courses: South  $63^{\circ}42'32''$  East 25.00 feet; thence North  $26^{\circ}17'28''$  East 144.42 feet to the point of curvature of a 20.00 foot radius curve concave to the south; thence through a central angle of  $90^{\circ}00'00''$  easterly 31.42 feet along the arc of said curve to the point of tangency; thence South  $63^{\circ}42'32''$  East 62.00 feet to the point of curvature of a 25.00 foot radius curve concave to the west; thence through a central angle of  $90^{\circ}00'00''$  southerly 39.27 feet along the arc of said curve to a point on said westerly right-of-way line and point of beginning. Contains 0.743 acres.

EXHIBIT C

Beginning at a point on the westerly right-of-way line of Country Lane, a varying width public roadway, (Entry No. 734830, Book 1426, Page 304, Washington County, Official Records), said point being North  $89^{\circ}10'35''$  West 1,594.94 feet along the south section line and North  $00^{\circ}00'00''$  East 672.72 feet from the southeast corner of Section 22, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being at the point of curvature of a 25.00 foot radius curve concave to the west, the radius point of which bears North  $63^{\circ}42'32''$  West; thence leaving said westerly right-of-way line northerly 39.27 feet along the arc of said curve through a central angle of  $90^{\circ}00'00''$  to the point of tangency; thence North  $63^{\circ}42'32''$  West 62.00 feet to the point of curvature of a 20.00 foot radius curve concave to the south; thence westerly 31.42 feet along the arc of said curve through a central angle of  $90^{\circ}00'00''$  to the point of tangency; thence South  $26^{\circ}17'28''$  West 144.42 feet; thence North  $63^{\circ}42'32''$  West 43.00 feet; thence North  $26^{\circ}17'28''$  East 4.10 feet; thence North  $63^{\circ}42'32''$  West 143.13 feet to a point on an existing wrought iron fence; thence coincident with said fence in the following five (5) courses: South  $72^{\circ}55'27''$  West 17.90 feet; thence North  $61^{\circ}05'44''$  West 39.69 feet; thence North  $06^{\circ}44'40''$  East 30.68 feet; thence North  $29^{\circ}23'23''$  East 19.54 feet; thence North  $72^{\circ}10'16''$  East 68.49 feet to an angle point of said fence; thence leaving said fence North  $38^{\circ}08'25''$  East 18.46 feet to the point of curvature of a 15.00 foot radius curve concave to the southeast; thence northeasterly 8.96 feet along the arc of said curve through a central angle of  $34^{\circ}13'16''$  to the point of tangency; thence North  $72^{\circ}21'41''$  East 32.40 feet to the point of curvature of a 15.00 foot radius curve concave to the south; thence easterly 8.96 feet along the arc of said curve through a central angle of  $34^{\circ}13'16''$  to the point of tangency; thence South  $73^{\circ}25'03''$  East 28.01 feet; thence North  $42^{\circ}58'17''$  East 34.05 feet to the point of curvature of a 7.00 foot radius curve concave to the west; thence northerly 9.76 feet along the arc of said curve through a central angle of  $79^{\circ}50'47''$  to the point of reverse curvature of a 215.00 foot radius curve concave to the northeast; thence northwesterly 19.305 feet along the arc of said curve through a central angle of  $5^{\circ}08'41''$  to the point of reverse curvature of an 85.00 foot radius curve concave to the southwest; thence northwesterly 101.435 feet along the arc of said curve through a central angle of  $68^{\circ}22'28''$  to the point of tangency; thence South  $79^{\circ}53'43''$  West 137.37 feet to the point of curvature of a 215.00 foot radius curve concave to the north; thence westerly 44.55 feet along the arc of said curve through a central angle of  $11^{\circ}52'24''$  to a point on a radial line; thence along said radial line North  $01^{\circ}46'07''$  East 43.29 feet; thence North  $10^{\circ}04'37''$  West 20.00 feet; thence North  $05^{\circ}09'28''$  East 52.29 feet to an angle point on the boundary line of Sunbrook Golf Course, (Book 1331, Page 199; Book 1032, Page 623; Book 1010, Page 228 & 236, Washington County, Official Records); thence coincident with said boundary line in the following eleven (11) courses: North  $79^{\circ}53'43''$  East 166.43 feet; thence North  $57^{\circ}00'35''$  East 60.19 feet; thence North  $76^{\circ}07'59''$  East 61.89 feet; thence South  $64^{\circ}48'57''$  East 59.84 feet; thence South  $31^{\circ}47'34''$  East 41.98 feet; thence South  $15^{\circ}33'28''$  East 69.36 feet; thence South  $33^{\circ}52'01''$  East 33.07 feet; thence South  $60^{\circ}17'36''$  East 24.73 feet; thence North  $84^{\circ}07'15''$  East 97.42 feet; thence South  $29^{\circ}27'39''$  East 58.67 feet; thence South  $88^{\circ}33'28''$  East 31.33 feet to a point on said westerly right-of-way line; thence along said westerly right-of-way line in the following three (3) courses: South  $41^{\circ}27'21''$  West 33.86 feet to the point of curvature of a 433.00 foot radius curve concave to the southeast; thence southwesterly 114.60 feet along the arc of said curve through a central angle of  $15^{\circ}09'53''$  to the point of tangency; thence South  $26^{\circ}17'28''$  West 40.00 feet to the point of beginning. Contains 2.693 acres. Less and excepting therefrom the following described property: Beginning at a point North  $89^{\circ}10'35''$  West 1,765.05 feet along the south section line and North  $00^{\circ}00'00''$  East 875.38 feet from the southeast corner of Section 22, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North  $81^{\circ}47'40''$  West 20.53 feet; thence North  $01^{\circ}26'32''$  East 15.09 feet; thence North  $72^{\circ}22'37''$  East 13.55 feet; thence South  $17^{\circ}37'23''$  East 23.21 feet. Contains 0.007 acres.