

RECORDED AT THE REQUEST OF:
BROOKLINE PROPERTIES, L.C.
Canyon River Center, Ste. 400
727 North 1550 East
Orem, UT 84097
(801) 437-4567

ENT 83320:2007 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jun 06 2:32 pm FEE 66.00 BY SB
RECORDED FOR TITLE WEST TITLE COMPANY
ELECTRONICALLY RECORDED

(Above Space for Recorder's Use Only)

FIRST SUPPLEMENT TO
DECLARATION OF CONDOMINIUM
(Including Bylaws)
OF
BROOKLINE CONDOMINIUMS
[Expandable Condominium Project]
Springville, Utah

This First Supplement to the above-entitled Declaration ("First Supplement to Declaration) is made as of the 6th day of June, 2007, by Brookline Properties, L.C., a Utah limited liability company ("Declarant"), pursuant to the following:

RECITALS

- A. Declarant is the developer of Brookline Condominiums, an expandable condominium project in Springville, Utah (the "Development").
- B. On or about June 6, 2007, Declarant caused to be recorded as Entry Number 83097:2007 in the Utah County Records, that certain Declaration of Condominium (Including Bylaws), Brookline Condominiums (the "Declaration") relating to the Development.
- C. Pursuant to Article II of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Units, consistent with the existing phases (Phases 5 Amended and 6 Amended) of the Development and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Development for development as Phase 7 of the Development.

Therefore, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplement to Declaration (including the RECITALS) shall have the same meaning as those set forth and defined in the Declaration.
2. The following described real property situated in the City of Springville, Utah County, Utah is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, so conveyed and occupied as a part thereof:

BOUNDARY DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36
 TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN;
 THENCE S. 88°44'34" W. ALONG THE SECTION LINE 362.19 FEET;
 THENCE NORTH 207.12 FEET TO THE REAL POINT OF BEGINNING,
 THENCE N. 89°19'45" W. A DISTANCE OF 124.96 FEET; THENCE N.
 00°02'55" E. A DISTANCE OF 655.53 FEET; THENCE S. 89°29'54" E. A
 DISTANCE OF 342.57 FEET; THENCE SOUTH A DISTANCE OF 136.04
 FEET; THENCE WEST A DISTANCE OF 63.71 FEET; THENCE SOUTH A
 DISTANCE OF 187.00 FEET; THENCE WEST A DISTANCE OF 123.80
 FEET; THENCE SOUTH A DISTANCE OF 141.03 FEET TO A POINT OF
 CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE
 LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 39.27 FEET ALONG
 THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00"
 AND A CHORD THAT BEARS S. 45°00'00" E. A DISTANCE OF 35.36 FEET;
 THENCE EAST A DISTANCE OF 173.61 FEET TO A POINT OF
 CURVATURE OF A 53.00-FOOT RADIUS TANGENT CURVE TO THE
 RIGHT; THENCE SOUTHEASTERLY A DISTANCE OF 7.66 FEET ALONG
 THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 8°16'40"
 AND A CHORD THAT BEARS S. 85°51'40" E. A DISTANCE OF 7.65 FEET;
 THENCE S. 81°43'20" E. A DISTANCE OF 19.62 FEET TO A POINT OF
 CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE
 LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 3.61 FEET ALONG
 THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 8°16'40"
 AND A CHORD THAT BEARS S. 85°51'40" E. A DISTANCE OF 3.61 FEET;
 THENCE EAST A DISTANCE OF 190.72 FEET TO A POINT OF
 CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE
 LEFT; THENCE NORTHEASTERLY A DISTANCE OF 39.27 FEET ALONG
 THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00"
 AND A CHORD THAT BEARS N. 45°00'00" E. A DISTANCE OF 35.36
 FEET; THENCE NORTH A DISTANCE OF 132.97 FEET; THENCE EAST A
 DISTANCE OF 28.00 FEET; THENCE SOUTH A DISTANCE OF 132.97 FEET
 TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT
 CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF
 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL
 ANGLE OF 90°00'00" AND A CHORD THAT BEARS S. 45°00'00" E. A
 DISTANCE OF 35.36 FEET; THENCE EAST A DISTANCE OF 481.84 FEET
 TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT
 CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF
 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL
 ANGLE OF 90°00'00" AND A CHORD THAT BEARS N. 45°00'00" E. A
 DISTANCE OF 35.36 FEET; THENCE NORTH A DISTANCE OF 184.04
 FEET; THENCE N. 89°59'59" E. A DISTANCE OF 28.00 FEET; THENCE
 SOUTH A DISTANCE OF 208.04 FEET TO A POINT OF CURVATURE OF A
 25.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE
 SOUTHWESTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF

SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT S. 45°00'00" W. A DISTANCE OF 35.36 FEET; THENCE WEST A DISTANCE OF 778.56 FEET TO A POINT OF CURVATURE OF A 53.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 7.66 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 8°16'40" AND A CHORD THAT BEARS N. 85°51'40" W. A DISTANCE OF 7.65 FEET; THENCE N. 81°43'20" W. A DISTANCE OF 19.62 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 3.61 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 8°16'40" AND A CHORD THAT BEARS N. 85°51'40" W. A DISTANCE OF 3.61 FEET; THENCE WEST A DISTANCE OF 198.61 FEET; THENCE SOUTH A DISTANCE OF 48.00 FEET; THENCE WEST A DISTANCE OF 30.65 FEET; THENCE SOUTH A DISTANCE OF 88.93 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 4.30 ACRES OF LAND.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, accompanying such real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the such real property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete the buildings and Units described in this Declaration or in the Plat 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 (iii) to improve portions of such real 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, such 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, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is recorded in the Public Records.

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 real property or any portion thereof, including, without limitation, 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 Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. Section 2.2 of the Declaration 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 eighty (80) Condominium Units as set forth on the Map, 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 current number of Units in the Project and give each Owner a current 1.25% undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant to Sections 2.3 and 2.4, the maximum number of Units in the Project will be two hundred sixty-four (264) and each Unit Owner will have a 0.379% undivided interest in the Common Areas and Facilities.

4. Except as amended by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration, shall constitute the Declaration of Condominium for the Development as expanded by the annexation of the Additional Land described herein.

5. This First Supplement to Declaration relates to the Plat entitled Phase 7, Brookline Condominiums, A Utah Expandable Condominium Project, Springville City, Utah County, Utah, prepared and certified to by Kenneth E. Barney, a Utah Registered Land Surveyor holding Certificate No. 172762, executed and acknowledged by Declarant, accepted by Springville City, and filed for record in the Utah County records as Entry No. 165176:2006, and Map Filing Number 12008.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first set forth above.

DECLARANT:

BROOKLINE PROPERTIES, L.C.

By: Wayne Ross
Name: L. Wayne Ross

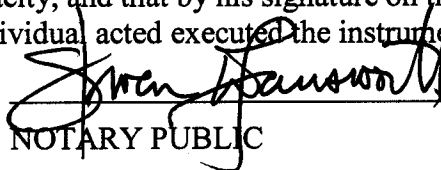
Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 6th day of June in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared L. Wayne Ross personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entities upon behalf of which the individual acted executed the instrument.



NOTARY PUBLIC

