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**SECOND SUPPLEMENTAL
DECLARATION OF CONDOMINIUM
THE VILLAGES AT WOLF HOLLOW
An Expandable Condominium Project**

Salt Lake County, Utah

This Second Supplemental Declaration of Condominium ("Second Supplemental Declaration") is made as of this 10 day of JANUARY, 2003, by **Aurora Development L.C.**, a Utah limited liability company ("Declarant") pursuant to the following:

RECITALS:

A. Declarant is the developer of The Villages At Wolf Hollow, an expandable condominium project in Salt Lake County, Utah (the "Project").

B. On or about September 4, 2001, Declarant caused to be recorded as Entry 7993018, Book 8496, Page 6418 in the Public Records, that certain **Declaration of Condominium (Including Association Bylaws), The Villages At Wolf Hollow**, relating to the Project (including particularly Phase I), and on or about September 18, 2001, Declarant caused to be recorded as Entry 800583, Book 8501, Pages 3133-3138 in the Public Records, that certain **First Supplemental Declaration of Condominium, The Villages At Wolf Hollow**, relating to Phase II of the Project (as so supplemented, the "Declaration").

C. Pursuant to the provisions of ARTICLE II 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 Phases of the Project and with the Declaration.

D. Declarant desires to annex a portion of the Additional Land into the Project for development as Phases V and VI of the Project (**Note: Phases V and VI are being annexed out of numerical sequence**).

Therefore, Declarant hereby declares as follows:

1. All defined terms as used throughout the entirety of this Second Supplemental

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Declaration shall have the same meanings as those set forth and defined in the Declaration.

2. The following described real property situated in Salt Lake County, Utah, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby submitted and made subject to the provisions of the Utah Condominium Ownership Act and the Declaration and is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof:

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 (excluding 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 and all of the other improvements described in the Declaration or in the Record of 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 (iii) to improve portions of such 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 Supplemental 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 Record of 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 said 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; **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 2.02 of the Declaration is amended in its entirety to read as follows:

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into 64 Condominium Units as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided, but equal, 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 1/64th (or 1.5625%) undivided interest in the Common Areas and Facilities. If all of the Additional Land is added into the Project pursuant Sections 2.03 and 2.04, the maximum number of Units in the Project will be 96 and each Unit Owner will have a 1/96th (or approximately 1.0416%) undivided interest in the Common Areas and Facilities.

(b) Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 Description of Buildings, Parking and Storage Units. There will be four Buildings, each containing 16 Units, four on each of four floors. A central Common Area hallway on each floor (with a stairway at one end and an elevator and a stairway wrapping around it at the other end of such hallway) provides access to each of the four Units on each floor. Each Unit has one level with three bedrooms and two bathrooms, a kitchen, living and dining area, and a patio or deck at the outside corner. The construction is stucco and brick over wood frame with asphalt shingle roof. Each Unit is basically of the same size and configuration. Each Unit in the Project has an appurtenant Limited Common Area storage closet in the central Common Area hallway and Limited Common Area parking stalls assigned to it as reflected on the Map or as provided for in this Declaration.

(c) Section 4.06 of the Declaration is amended in its entirety to read as follows:

4.06 Use of Common Areas, Limited Common Areas; and Designation of Appurtenancy. Subject to the limitations contained in this Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas which appertain to his Unit as designated herein or on the Map or inferred by the Act. In the event any Limited Common Area parking spaces, whether underground or surface, remain undesignated on a Map as being appurtenant to a given Unit, the Committee shall have, and is hereby given, the authority to make fair and equitable designations of appurtenancy based on such criteria as location, date of completion of construction, or any other material consideration. Notwithstanding the generality of the foregoing or any inconsistency with the foregoing, (a) the Declarant shall have the right during the Declarant Control Period to designate appurtenancy of undesignated underground parking spaces to a particular Unit and to sell such appurtenancy rights for consideration to the benefit of Declarant, and (b) the Committee (or the Declarant during the Declarant Control Period) shall have the right to designate undesignated surface parking spaces as Common Areas for the use and benefit of all Units. Once determined, the appurtenancy of a Limited Common Area shall be designated in appropriate Association records and shall remain in effect as if designated on the Map.

4. Except as amended by the provisions of this Second Supplemental Declaration, the Declaration shall remain unchanged and, together with this Second Supplemental Declaration, shall constitute the Declaration of Condominium for the Project as expanded by the Additional Land described herein.

5. This Second Supplemental Declaration shall be recorded in the Public Records concurrently with the Map entitled **The Villages At Wolf Hollow Phase V**, and the Map entitled **The Villages At Wolf Hollow Phase VI**, executed and acknowledged by Declarant, each such Map consisting of one sheet prepared by Gary W. Weir, a registered Utah land surveyor holding Certificate No. 333098, and shall be effective from the date of such recording.

Declarant has executed this instrument as of the day and year first above set forth.

Aurora Development L.C.



By: _____
Michael C. Miller, Member/Manager

Exhibit A
SECOND SUPPLEMENTAL
DECLARATION OF CONDOMINIUM

THE VILLAGES AT WOLF HOLLOW
An Expandable Condominium Project

Phase V

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B.&M., SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE INTERSECTION OF SPRING LANE (5150 SOUTH) AND 1300 EAST STREET; THENCE S.00°07'00"W. ALONG THE CENTERLINE OF 1300 EAST STREET, 112.10 FEET, AND WEST 40.00 FEET TO THE WEST RIGHT-OF-WAY OF 1300 EAST STREET AND THE REAL POINT OF BEGINNING, SAID POINT OF BEGINNING IS ALSO EAST 2234.41 FEET AND SOUTH 121.33 FEET FROM THE CENTER OF SAID SECTION 8;

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, 1) S.00°07'00"W. 45.86 FEET TO A POINT OF CURVATURE OF A 295.00-FOOT RADIUS CURVE TO THE RIGHT; 2) THENCE SOUTHWESTERLY 37.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 7°16'47" AND SUBTENDED BY A CHORD THAT BEARS S.03°45'24"W. 37.46 FEET TO THE CURVES END; 3) THENCE S.07°23'47"W. 72.44 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS CURVE TO THE LEFT; 4) THENCE SOUTHWESTERLY 6.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 07°16'47" AND SUBTENDED BY A CHORD THAT BEARS S.03°45'24"W. 6.98 FEET TO THE CURVES END; 5) THENCE S.00°07'00"W. 27.85 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT; 6) THENCE SOUTHWESTERLY 15.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 43°03'43" AND SUBTENDED BY A CHORD THAT BEARS S.21°38'51"W. 14.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 7) THENCE S.70°33'30"W. 4.84 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE VAN WINKLE EXPRESSWAY; THENCE N.39°03'40"W. ALONG SAID RIGHT-OF-WAY, 273.19 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N.50°51'12"E. 100.92 FEET TO A POINT OF CURVATURE OF A 10.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 7.70 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°06'15" AND SUBTENDED BY A CHORD THAT BEARS N.28°48'04"E. 7.51 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N.50°49'24"E. 28.04 FEET; THENCE S.39°10'36"E. 122.50 FEET; THENCE S.89°54'05"E. 13.51 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 29,290 SQUARE FEET OR 0.67 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING IS N.00°07'00"E. ALONG THE CENTERLINE OF 1300 EAST STREET, AS PER THE SALT LAKE COUNTY AREA REFERENCE PLAT.

Phase VI

A PARCEL OF LAND IN THE EAST ½ OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B.&M., SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE INTERSECTION OF SPRING LANE (5150 SOUTH) AND 1300 EAST STREET; THENCE N.00°07'00"E. ALONG THE CENTERLINE OF 1300 EAST STREET, 170.31 FEET, AND WEST 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF 1300 EAST STREET AND THE REAL POINT OF BEGINNING, SAID POINT OF BEGINNING IS ALSO EAST A DISTANCE OF 2234.99 FEET AND NORTH A DISTANCE OF 161.08 FEET FROM THE CENTER OF SAID SECTION 8;

THENCE S.00°07'00"W. ALONG SAID WESTERLY RIGHT-OF-WAY, 282.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N.89°54'05"W. 13.51 FEET; THENCE N.39°10'36"W. 122.50 FEET; THENCE S.50°49'24"W. 2.00 FEET; THENCE N.39°10'36"W. 28.55 FEET; THENCE N.07°04'25"E. 142.70 FEET TO A POINT OF CURVATURE OF A 53.50-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 42.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 45°44'58" AND SUBTENDED BY A CHORD THAT BEARS N.29°56'54"E. 41.59 FEET TO A POINT OF COMPOUND CURVATURE OF A 30.00-FOOT RADIUS CURVE; THENCE NORTHEASTERLY 27.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 52°10'37" AND SUBTENDED BY A CHORD THAT BEARS N.78°54'42"E. 26.39 FEET TO THE CURVES END; THENCE S.75°00'00"E. 10.33 FEET TO A POINT OF CURVATURE OF A 30.00-FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 7.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 15°00'00" AND SUBTENDED BY A CHORD THAT BEARS S.82°30'00"E. 7.83 FEET TO THE CURVES END; THENCE EAST 6.05 FEET TO A POINT OF CURVATURE OF A 27.50-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 27.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 56°52'29" AND SUBTENDED BY A CHORD THAT BEARS S.61°33'45"E. 26.19 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 24,791 SQUARE FEET OR 0.57 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING IS N.00°07'00"E. ALONG THE CENTERLINE OF 1300 EAST STREET, AS PER THE SALT LAKE COUNTY AREA REFERENCE PLAT.