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1/pt

RETURNED

SEP 30 1998

AFTER RECORDING, RETURN TO:

R. Gibb Marsh
Sentry Financial Corporation
201 South Main Street, #1400
Salt Lake City, Utah 84111-2215

E 1444102 B 2364 P 550
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 SEP 30 12:32 PM FEE 48.00 DEP DJW
REC'D FOR MARSH R

06-164-0001 to 0025 incl.
See Back page for Bldg + Units

AMENDMENT NO. 1
TO
DECLARATION OF CONDOMINIUM
FOR
LEXINGTON COMMONS AT SOUTH DAVIS
[A Utah Expandable Condominium Project]

AMENDMENT NO. 1

TO

E 1444 102 B 2364 P 551

DECLARATION OF CONDOMINIUM

FOR

LEXINGTON COMMONS AT SOUTH DAVIS
[A Utah Expandable Condominium Project]

THIS AMENDMENT NO. 1 TO DECLARATION (the "Amendment") is made and executed this 8th day of ~~May~~ ^{July} 1998, by SDC WOODS CROSS, LLC, a Utah limited liability company ("Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

Recitals:

A. The Declaration of Condominium for Lexington Commons at South Davis, dated June _____, 1997 ("Declaration"), was filed with the Davis County Recorder, Davis County, State of Utah on June 19, 1997, as document number E 1329949 in Book 2143 at Pages 1212 through 1267, pursuant to which Declarant created an expandable Condominium Project known as the Lexington Commons At South Davis, which is located in the City of Woods Cross, Davis County, Utah.

B. Declarant is the original Declarant under the Declaration and is the "Owner" of all of the "Units" created by the Declaration, and is executing this Amendment as the Declarant and as the Owner of all of the Units. Unless otherwise provided in this Amendment, all of the capitalized terms used in this Amendment shall have the meanings set forth in, or otherwise referred to in, the Declaration. The purpose of this Amendment is to revise and amend the Declaration as provided herein.

NOW, THEREFORE, the Declaration is hereby revised and amended as follows:

1. Section 4.1 of the Declaration is hereby amended in full to read as follows:

4.1 General Description of Buildings and Condominium Project. The Condominium Project shall contain six (6) Buildings. Each Building shall consist of two (2) storeys without a basement, and shall contain four (4) Units. The principal materials of which the Buildings will be constructed are brick, wood, stucco and concrete. In addition to the Buildings and the Limited Common Areas in the Buildings, the Condominium Project shall consist of Common Areas, including (but not limited to) roadways, parking, walkways and landscaping.

2. ARTICLE 6 of the Declaration is hereby amended in full to read as follows:

ARTICLE 1.

LIMITED COMMON AREAS

Unit Owners in each Building shall be entitled to the exclusive use and occupancy of the limited common areas in such Building as set forth in Exhibit B and as shown on the Map, subject, however, to the same restrictions on use which apply generally to the

Common Areas. The limited common areas in the Buildings are referred to herein as the "Limited Common Areas". Such right to use the Limited Common Areas shall be appurtenant to and contingent upon ownership of the Unit or Units associated therewith, and even though not specifically mentioned in the instrument or transfer, shall automatically pass to the grantee or transferee of such Unit or Units. Such right of use shall not be revocable, nor may it be voluntarily or involuntarily relinquished, waived or abandoned.

3. Exhibit B to the Declaration is hereby amended in full to read as set forth in the form of Exhibit B which is attached to this Amendment.

4. Section 7.5(a) of the Bylaws of the Association of Unit Owners of Lexington Commons At South Davis which are attached to the Declaration as Exhibit C (the "Bylaws"), is hereby amended in full to read as follows:

(a) Professional Office Use. The Units shall be used solely as professional office space for lawful business activities, including without limitation accountants, architects, attorneys, brokers, dentists, doctors, engineers, financial planning, insurance, mortgage companies, real estate companies, title insurance companies, travel agencies and similar professional offices. No Unit may be used for activities such as a massage parlor; escort service; pornographic or adult entertainment oriented business; arcade or computer game room; manufacturing; funeral home; business primarily engaged in providing seminars, education and/or training on premises; and/or the sale, rental or similar disposition, at retail or wholesale, of items of product inventory maintained at the Unit. No Unit or Common Areas or Limited Common Areas, or any part thereof, may be used as a residence or dwelling.

5. Section 7.5(e) of the Bylaws is hereby amended in full to read as follows:

(e) Limitation on Number of Employees. In order to maintain the availability and quality of parking at the Condominium Project, no more than ten (10) agents, representatives or employees, including the Owner or lessee of a Unit, shall use or occupy the Unit at any one time.

6. Except as specifically revised and amended in this Amendment, the Declaration, including the Bylaws, shall remain in full force and effect in accordance with the terms thereof.

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

SDC WOODS CROSS, LLC

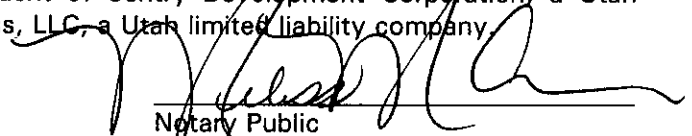
By: Sentry Development Corporation, a Utah Corporation and the Manager of SDC Woods Cross, LLC

By: Michael S. Anderson
Name: Michael S. Anderson
Title: Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

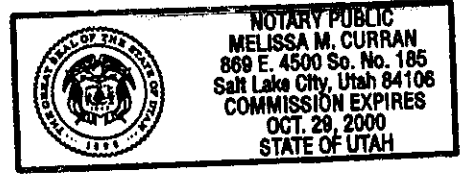
E 1444102 B 2364 P 553

The foregoing instrument was acknowledged before me this 8th day of ~~May~~ ^{July}, 1998, by Michael S. Anderson, the Vice President of Sentry Development Corporation, a Utah corporation and the Manager of SDC Woods Cross, LLC, a Utah limited liability company.



Notary Public

My commission expires: 10/29/2000
Residing at: SLC UT



MORTGAGEE'S CONSENT

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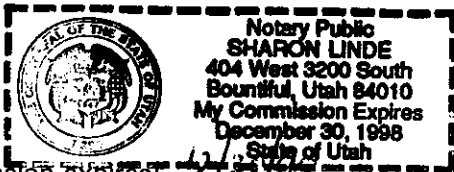
Town & Country Life Insurance Company, a Utah corporation, is the owner and holder of a mortgage or trust deed on the property which is subject to the Declaration and hereby consents to the making of the foregoing Amendment.

TOWN & COUNTRY LIFE INSURANCE COMPANY

By: *L. Brent Milne*
Name: L. Brent Milne
Title: Executive Vice President & Treasurer

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of July, 1998, by L. Brent Milne, the Executive Vice President & Treasurer of Town & Country Life Insurance Company.



Sharon Linde
Notary Public

My commission expires: 12/30/98
Residing at: Bountiful, Ut

EXHIBIT A

E 1444102 B 2364 P 555

Legal Description of Land

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF 500 WEST STREET WHICH POINT IS ALSO SOUTH 89°57'28" WEST 192.10 FEET AND NORTH 0°03'30" EAST 148.27 FEET AND NORTH 0°01'19" EAST 484.43 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE DUE WEST 285.97 FEET TO THE EAST LINE OF WESTWOOD SUBDIVISION PLAT B; THENCE NORTH 0°03'30" EAST 13.90 FEET; THENCE NORTH 0°51'30" EAST 440.21 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°58'24" EAST 259.54 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 500 WEST STREET; THENCE SOUTH 0°01'19" WEST 453.93 FEET TO THE POINT OF BEGINNING, CONTAINING 2.740 ACRES.

Square Footage, Percentage Interests and Interests in Limited Common Areas

<u>Building Number</u>	<u>Unit No.</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest in Common Areas</u>	<u>Interest in Building Limited Common Areas</u>
Building No. 1	Unit 1564-101	1375.5	4.167%	25% in Building 1
Building No. 1	Unit 1564-102	1375.5	4.167%	25% in Building 1
Building No. 1	Unit 1564-201	1359.5	4.167%	25% in Building 1
Building No. 1	Unit 1564-202	1309.5	4.167%	25% in Building 1
Building No. 2	Unit 1568-101	1375.5	4.167%	25% in Building 2
Building No. 2	Unit 1568-102	1375.5	4.167%	25% in Building 2
Building No. 2	Unit 1568-201	1359.5	4.167%	25% in Building 2
Building No. 2	Unit 1568-202	1309.5	4.167%	25% in Building 2
Building No. 3	Unit 1576-101	1375.5	4.167%	25% in Building 3
Building No. 3	Unit 1576-102	1375.5	4.167%	25% in Building 3
Building No. 3	Unit 1576-201	1359.5	4.167%	25% in Building 3
Building No. 3	Unit 1576-202	1309.5	4.167%	25% in Building 3
Building No. 4	Unit 1584-101	1375.5	4.167%	25% in Building 4
Building No. 4	Unit 1584-102	1375.5	4.167%	25% in Building 4
Building No. 4	Unit 1584-201	1359.5	4.167%	25% in Building 4
Building No. 4	Unit 1584-202	1309.5	4.167%	25% in Building 4
Building No. 5	Unit 1592-101	1375.5	4.167%	25% in Building 5
Building No. 5	Unit 1592-102	1375.5	4.167%	25% in Building 5
Building No. 5	Unit 1592-201	1359.5	4.167%	25% in Building 5
Building No. 5	Unit 1592-202	1309.5	4.167%	25% in Building 5
Building No. 6	Unit 1596-101	1375.5	4.167%	25% in Building 6
Building No. 6	Unit 1596-102	1375.5	4.167%	25% in Building 6
Building No. 6	Unit 1596-201	1359.5	4.167%	25% in Building 6
Building No. 6	Unit 1596-202	1309.5	4.167%	25% in Building 6