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Gary W. Ott
Recorder, Salt Lake County, UT
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AFTER RECORDING, PLEASE RETURN TO:

Dennis K. Poole, Esq.
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Salt Lake City, Utah 84107

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration"), dated as of the 14~~th~~ day of May, 2013, is executed by **CITY FRONT PARTNERS II, LLC**, a Utah limited liability company ("CFP").

RECITALS:

A. CFP is the owner of certain real property and improvements known as the Bridges at Citifront Apartments, consisting of two hundred four (204) multifamily residential apartment units, a parking structure, and other amenities, all located within the boundaries of that certain real property ("Parcel 1") located in Salt Lake City, Salt Lake County, Utah, more particularly described on the attached Exhibit "A", incorporated by this reference (such Parcel 1 and improvements located thereon herein referred to as the "Phase 1 Project").

B. CFP is also the owner of certain real property adjacent to Parcel 1 upon which it desires to develop ninety-one (91) multifamily residential apartment units, a leasing office, and other amenities, all located within the boundaries of that certain real property ("Parcel 2", and together with Parcel 1, the "Parcels") located in Salt Lake City, Salt Lake County, Utah, more particularly described on the attached Exhibit "B", incorporated by this reference (such Parcel 2 and the improvements to be located thereon herein referred to as the "Phase 2 Project" and together with the Phase 1 Project, the "Projects").

C. The parking structure owned by CFP (herein referred to as the "Parking Garage") is connected to a parking structure owned by City Front Partners, LLC, a Utah limited liability company (herein "CFP 1"). Use of CFP 1's parking structure (the "Existing CFP Parking Structure") and CFP's Parking Garage is governed by the terms and conditions of that certain Declaration and Grant of Easements by and between CFP 1 and CFP dated September 11, 2007, and recorded in the official records of the Salt Lake County Recorder February 28, 2008, as Entry No. 10357823, in Book 9574, beginning at Page 7546 (herein referred to as the "Parking Garage Declaration"). The Parking Garage Declaration covers and is for the benefit of and burden of Parcel 1 and Parcel 2.

D. In connection with the development of the Phase 2 Project, CFP intends to utilize: (i) points of ingress and egress located within the Phase 1 Project which are intended to be used by the users of all Parcels for access within the Projects and to public streets (such private streets and adjacent sidewalks located within the Phase 1 Project and the Phase 2 Project herein referred to as the "Circulation Area"); (ii) an existing parking garage (excluding the Existing CFG Parking Structure) located upon Parcel 1 for the parking of vehicles of all tenants of the Projects (herein the "Parking Garage"); and (iii) areas located in either the Phase 1 Project or the Phase 2 Project for the construction, maintenance, and repair of utility lines which are to be used for improvements located upon the Parcels.

E. By the terms and conditions of this Declaration, CFP intends (i) to establish certain easements for ingress and egress over the Circulation Area throughout the Projects, including but not limited to ingress and egress to each of the Parcels; (ii) to provide for the common use of the Parking Garage; (iii) to provide for the common maintenance of landscaping of the Parcels; (iv) to provide common access to and use of the Apartment Project Amenities (as hereinafter defined) by Owners and their respective Guests; (v) to provide the Owners the common use of a Rental Office to be constructed within the Phase 2 Project; and (vi) to provide a means for allocating the costs of operation and maintenance of the foregoing items (i) through (vi), subject to the terms and conditions hereinafter set forth.

F. The parties also desire to establish with respect to the Parcels certain covenants, conditions, and restrictions with respect to the Circulation Area, the use of Utility Lines, access to and use of the Apartment Project Amenities, access and use of the rental offices, and the assessment of costs and expenses for the same, all in accordance with the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto make the following declarations, create the following easements and establish the following covenants and restrictions, all of which apply to, bind, affect and run with title to each Parcel.

1. Definitions. Certain terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously-defined terms, the following terms shall have the meanings indicated.

1.1 "Apartment Project Amenities" shall mean those amenities constructed and maintained upon the Parcels, including those amenities more particularly described on Exhibit "C" attached hereto.

1.2 "Apartment Units" shall mean, as the context shall require, all or some of the individual Apartment Units contained within one or more buildings located upon one or more of the Parcels.

1.3 "Benefitted Parties" shall mean the Owners and their Guests.

1.4 "Circulation Area" means any private streets, driveways, sidewalks, and Parking Lots located upon a Parcel which areas are intended for vehicular and pedestrian traffic, excluding, however the following: (i) the area covered by any building located upon a Parcel; (ii) landscaped areas within any Parcel; and (iii) the Parking Garage (the items described in (i), (ii) and (iii) above, herein referred to as the "Exclusions"). The Circulation Area shall be increased by the parking areas, driveways, and sidewalks to be constructed upon Parcel 2, if any, not including the Exclusions attributable to such Parcel, at such time as such Parcel is improved as anticipated herein. A graphic description of the Circulation Area as it exists and is intended as of the date hereof to be improved upon the Parcels, is attached to this Agreement as Exhibit "D". Upon the completion of the construction and improvement of the Parcel 2, CFP may elect to amend this Declaration to include an amended Exhibit "D" depicting the entire Circulation Area if it differs materially from Exhibit "D".

1.5 "Governmental Authorities" or "Governmental Authority", if one, means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

1.6 "Guest" or the plural thereof, "Guests", means any family member, employee, agent, independent contractor, customer, invitee or other party that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use or by invitation is visiting any Apartment Unit located on a Parcel or portion of any Parcel or other authorized improvement located thereon.

1.7 "Improvements" means all improvements, of whatever kind or character, to the Parcels, excluding the buildings containing Apartment Units, but including the Circulation Area, the private streets, Parking Lots, the Parking Garage (as defined below), the Rental Office, improvements exterior to a building required by Salt Lake City, Utah, and any other landscaping, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs located on a Parcel but not on, within or part of a building.

1.8 "Manager" means the Person designated as Manager pursuant to Section 3.

1.9 "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

1.10 "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

1.11 "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest in any Parcel or portion of any Parcel. Except as set forth below, in the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

1.12 "Parcel" means any one of the Parcels.

1.13 "Parcel 1" means the real property described on Exhibit "A".

1.14 "Parcel 2" means the real property described on Exhibit "B".

1.15 "Parcels" means all of the Parcels, including all portions thereof.

1.16 "Parking Garage" means that three-story parking garage containing 260 parking stalls and related ramps and driveways located upon Parcel 1 and intended for the parking of Owners and Guests. As used herein, Parking Garage does not include the Existing CFP Parking Structure identified in the Parking Garage Declaration.

1.17 "Parking Garage Declaration" means that Declaration and Grant of Easements identified in Recital C above.

1.18 "Parking Lots" means all areas located upon a Parcel which are designed for the parking of multiple vehicles, including driveways located within and part of such parking area and those parking stalls covered by carports or awnings.

1.19 "Participation Percentages" means the following percentages:

(i) For Parcel 1, the total number of Apartment Units located upon Parcel 1 (regardless of size) divided by the total number of Apartment Units located in all buildings located or to be located upon the Parcels. As of the date hereof, the Participation Percentage attributable to Parcel 1 is two hundred four (204) divided by two hundred four (204) (being a total of two hundred four (204) apartment Units currently located upon Parcel 1 and zero apartment units located upon Parcel 2), or one hundred percent (100%). At such time as a certificate of occupancy is obtained for any Apartment Units constructed upon Parcel 2, the Participation Percentages for Parcel 1 shall be re-computed. It is expected that such re-computed Participation Percentage shall be sixty-nine and fifteen hundredths percent (69.15%).

(ii) For Parcel 2, at such time as a certificate of occupancy is obtained for any Apartment Unit located upon Parcel 2, the total number of Apartments Units constructed upon Parcel 2 (currently approved for ninety-one (91)) divided by the total number of Apartment Units located in all buildings located or to be located upon the Parcels. As of the date hereof, the anticipated Participation Percentage of Parcel 2 upon completion of the Phase 2 Project is planned to be ninety-one (91) divided by two hundred ninety-five (295) (being a total of two hundred four (204) Apartment Units for Phase 1 and ninety-one (91) Apartment Units for Phase 2) or thirty and eighty-five hundredths percent (30.85%).

1.20 "Person" means a natural person or a legal entity.

1.21 "Rental Office" means a rental office to be constructed upon Parcel 2 by CFP or the successor Owner to Parcel 2 consisting of not less than 1,500 square feet for the common use of the rental activities of the Owners as provided in Section 2.4.

1.22 "Utility Line" or "Utility Lines", when referring to more than one, as the case may be, means the (i) sanitary sewer lines (excluding lateral lines utilized solely for the benefit of one building), manholes and other related facilities; (ii) culinary water lines (excluding lateral lines utilized solely for the benefit of one building), valves, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities (excluding any lines beyond a meter); (v) communications transmission lines, sleeves, junction boxes, and other facilities (excluding any facilities located within a building or intended to be used for the sole benefit of a building and its Benefitted Parties); and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities (excluding any facilities located within a building or intended to be used for the sole benefit of a building and its Benefitted Parties), each as located upon the Parcels, but excluding from any and all of the foregoing systems listed in (i) through (vi) that are dedicated to, owned by, and/or are to be maintained by a Governmental Entity or utility company.

2. Grant of Easements and Licenses. CFP hereby creates and reserves the following easements which shall be appurtenant to each of the Parcels for the benefit of the Benefitted Parties:

2.1 Circulation Area. CFP hereby grants, conveys, transfers and reserves to each of the Parcels subject to the terms of the Parking Garage Declaration, a permanent, perpetual, non-exclusive easement on, over and across the Circulation Area for the purpose of furnishing pedestrian and vehicular ingress and egress to the Parcels for the benefit of the Benefitted Parties, and for constructing, maintaining, and repairing the Improvements. Such easements shall be subject to the following:

2.1.1 The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Circulation Area, provided such rules and

regulations are applicable to the Benefitted Parties, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations.

2.1.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 3 below, the Owners of the Circulation Area, whether included in whole or in part within one or more Parcels, may not levy any charge for the use of the Circulation Area, provided this restriction shall not preclude any Owner from renting an Apartment Unit located within a Parcel.

2.1.3 Except as provided in and subject to the requirements of Sections 3 and 5, and subject to the requirements of the Parking Garage Declaration, the Owners will maintain, at their sole cost and expense, in good condition and repair the buildings and improvements constructed upon the Parcel owned by it and comprising such improvements in essentially the same condition as the same is initially improved by CFP for each of the Parcels. Each Owner covenants and agrees that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any Improvements located within the Circulation Area and Parcels, but nothing herein shall be construed as precluding repairs and/or replacements that are substantially in conformity to existing improvements.

2.1.4 The Owners of each of Parcel 1 and Parcel 2 shall install and maintain within the Circulation Area for the benefit of all Owners, directional signs which indicates the location of the Apartments Units, and rental offices and directs tenants and Guests to the respective location of each. To the extent that such directional signs are not located within the Circulation Area but upon a Parcel, an easement shall be granted to the Owners of all other Parcels for the purpose of erecting such signs.

2.1.5 The easements, rights and privileges created in this Section 2.1 are not intended, and shall not be construed, as a dedication of any portion of the Circulation Area for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication. Notwithstanding the foregoing, nothing herein shall preclude CFP from granting any public easement over all or any portion of the Circulation Area which shall be required of any Governmental Authority or any utility provider.

2.2 Parking Garage. CFP hereby grants, conveys, transfers and reserves to each of the Parcels, subject to the terms and conditions of the Parking Garage Declaration, a permanent, perpetual, non-exclusive easement on, over and across the Parking Garage for the purpose of ingress and egress within the drive lanes within the Parking Garage and to provide parking for the benefit of the Benefitted Parties, and for constructing, maintaining, and repairing the Improvements located thereon. Such easements shall be subject to the following:

2.2.1 The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Parking Garage, which rules and regulations may include the assignment of parking stalls for use by specific persons, provided such rules and regulations are applicable to the Benefitted Parties, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations.

2.2.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 3 below, the Owners of the Parking Garage, whether included in whole or in part within one or more Parcels, may not levy any charge for the use of the Parking Garage or stalls located thereon, provided this restriction shall not preclude any Owner from renting an Apartment Unit located within a Parcel.

2.2.3 In accordance with the requirements of the Parking Garage Declaration and Sections 3 and 5 herein, the Owners will cause the Parking Garage to be maintained in good condition and repair. The Owners covenant and agree that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any Improvements located within the Parking Garage, but nothing herein shall be construed as precluding repairs and/or replacements that are substantially in conformity to existing improvements.

2.2.4 The Owners of each of Parcel 1 and Parcel 2 shall install and maintain within the Parking Garage directional signs and parking stall designations in the event parking stalls are assigned to specific persons.

2.2.5 The easements, rights and privileges created in this Section 2.2 are not intended, and shall not be construed, as a dedication of any portion of the Parking Garage for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

2.3. Apartment Project Amenities Use. In connection with the construction and development of the Phase 1 Project and the Phase 2 Project, CFP has constructed upon Parcel 1 certain common amenities for the benefit of its Guests, including a community center, a swimming pool, open spaces, and other amenities (such amenities as actually constructed herein defined as the "Apartment Project Amenities") and shall include such additional amenities constructed or provided upon Parcel 2. Such Apartment Project Amenities shall consist, at a minimum, of those amenities identified on Exhibit "C" attached hereto. Such Apartment Project Amenities do not include services which are provided to or located within individual apartment units (i.e, internet services or unit repairs). The Owners and their respective Guests shall have the permanent, perpetual, non-exclusive right and license to use the Apartment Project Amenities in common with all Guests of the Projects, subject to rules

and regulations created by the Owners of the Parcels, as such rules and regulations may exist or may be modified from time to time, provided the same are applicable to all Guests. Except for the minimum amenities set forth on Exhibit "C" attached hereto, nothing herein shall be construed as an obligation upon the Owner of the Parcels to construct any specific amenities or to retain any amenity indefinitely once the same has been constructed or provided.

2.4 Rental Office. CFP intends to construct upon Parcel 2 a separate Rental Office which shall be suitable for conducting rental efforts and maintaining property management staff for all Parcels effective with receipt of a certificate of occupancy for such Rental Office. Until completion of the Rental Office upon Parcel 2, CFP shall maintain a Rental Office upon Parcel 1. CFP hereby grants, conveys, transfers and reserves to each of the Parcels, a permanent, perpetual, non-exclusive easement for use and occupancy of the Rental Office, located upon Parcel 1 until the Rental Office on Parcel 2 is completed and thereafter upon Parcel 2, for the purpose of conducting leasing, marketing and property management activities for the benefit of the Parcels and the Owners, and for constructing, maintaining, and repairing the Improvements consisting of the same. Such easements shall be subject to the following:

2.4.1 The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Rental Office, provided such rules and regulations are applicable to all Owners, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations.

2.4.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 3 below, the Owners of the Rental Office, whether included in whole or in part within one or more Parcels, may not levy any charge for the use of the Rental Office.

2.4.3 In accordance with the requirements of Sections 3 and 5, the Owners will cause the Rental Office to be maintained. Each Owner covenants and agrees that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any Improvements located within or constituting the Rental Office, but nothing herein shall be construed as precluding repairs and/or replacements that are substantially in conformity to existing improvements.

2.4.4 The easements, rights and privileges created in this Section 2.4 are not intended, and shall not be construed, as a dedication of any portion of the Rental Office for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

2.5. Sanitary Sewer. CFP hereby grants, conveys, transfers and reserves for the benefit of the Owners of the Parcels, a permanent, perpetual, non-exclusive easement for the purpose of (a) installing, maintaining repairing and replacing one or more underground sanitary sewer lines under the surface of the Parcels, at locations approved by CFP, (b) discharging sanitary sewage into and through one or more underground sanitary sewer lines previously constructed by CFP or the Owners and now existing, under the surface of the Parcels; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of a Parcel or any portion thereof, to connect sanitary sewage lines or pipes to the lines and pipes described herein which were or are to be constructed solely for the benefit of a Parcel or which would exceed the capacity of discharge anticipated by the grant of the easement as provided herein. To the extent that any of such sanitary sewage lines, pipes, and other facilities are used in common by the Owners of any of the Parcels and are not dedicated to one or more governmental entities and/or utility companies, the same shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels who benefit from the same in accordance with the provisions of Section 5; provided, however, each Owner of a Parcel shall repair at its sole cost and expense, the sanitary sewer laterals of the Parcel upon which such lines, pipes and facilities are located.

2.6. Culinary Water. CFP hereby grants, conveys, transfers and reserves for the benefit of the Owners of the Parcels, a permanent, perpetual, non-exclusive easement for the purpose of (a) installing, maintaining repairing and replacing one or more underground culinary water lines under the surface of the Parcels, at locations approved by CFP; (b) connecting to one or more underground culinary water lines previously constructed by CFP or the Owners, under the surface of the Parcels and now existing, and receiving culinary waters through the same; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of a Parcel or any portion thereof, to connect culinary water lines or pipes to the lines and pipes described herein which were or are to be constructed solely for the benefit of a Parcel or which would exceed the capacity of supply anticipated by the grant of the easement as provided herein. To the extent that such lines are used in common by the Owners of any of the Parcels and are not owned and repaired by the provider of culinary water, all such culinary water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels who benefit from the same in accordance with the provisions of Section 5; provided, however, each Owner of a Parcel shall repair at its sole cost and expense, the culinary water lines from the point of any meter measuring usage for such Parcel to and within any and all buildings located upon such Parcel.

2.7. Storm Sewer. CFP hereby grants, conveys, transfers and reserves for the benefit of the Owners of the Parcels, a permanent, perpetual, non-exclusive easement for the purpose of (a) discharging storm waters from the Parcels, to and through a storm water detention system previously constructed by CFP or to be constructed by CFP, upon and under the surface of the Parcels, including but not limited to any required storm detention pond to be located upon any Parcel; and (b) maintaining, repairing and/or replacing the Utility Lines

related thereto. Nothing herein shall be construed as permitting the Owner of any Parcel or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes required for the construction of improvements upon the Parcels or to otherwise increase the capacity of discharge anticipated by the grant of the easement as provided herein; further provided, that the limitation contained herein shall not reduce the obligation, if any, to handle the discharge of storm waters from other parcels, to the extent that such obligation exists as of the date hereof. To the extent not repaired by the provided by a Governmental Authority, all such storm water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels in accordance with the provisions of Section 5.

2.8. Natural Gas, Electrical Transmission and Communication Lines. CFP hereby grants, conveys, transfers and reserves for the benefit of the Owners of the Parcels, permanent, perpetual, non-exclusive easements for the purpose of (a) installing, maintaining repairing and replacing one or more underground natural gas lines, electrical transmission lines and communications lines upon or under the surface of the Parcels, at locations approved by CFP; (b) connecting to one or more underground natural gas lines, electrical transmission lines and communications lines constructed by CFP or such utility providers, upon or under the surface of the Parcels, and receiving natural gas, electricity and communications services through the same; and (c) maintaining, repairing, and/or replacing the Utility Lines related thereto. Nothing herein shall be construed as permitting the Owner of any Parcel or any portion thereof, to connect to such lines and exceed the capacity of each such line anticipated by the grant of the easements as provided herein. To the extent not repaired by the provider of each such utility services, all such common lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Parcels in accordance with the provisions of Section 5; provided that any such line, pipe or facility services only the improvements located upon any Parcel, the obligation for repair, maintenance and/or replacement shall be solely that of the Owner of such Parcel.

2.9. The easements granted in Sections 2.5 through 2.8 are subject however to the following:

2.9.1 Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

2.9.2 The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve.

2.9.3 The initial cost of installing any such Utility Lines shall be paid by the Owner of the Parcel making such improvements, and except for the Storm Sewer Utility Lines and the Circulation Area, which shall be designed and installed pursuant to designs and specifications for an integrated system approved by CFP, all other systems shall be designed for the specific needs and use of each separate Parcel.

2.9.4 Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Benefitted Parties, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the Improvements, including landscaping to be restored to their former condition.

2.9.5 Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 2.

2.10. Emergency Access Easements. CFP for the benefit of each of the Parcels hereby grants, conveys, transfers and reserves for the benefit of the Owners of the Parcels, a non-exclusive right, privilege and easement for ingress and egress to and from each Parcel for such Owners and public safety personnel, including but not limited to emergency vehicle operators, for emergency purposes only.

2.11. Limitation upon Use. The non-exclusive easements and/or licenses granted in Sections 2.1 through 2.8, and 2.10 may only be used to such extent as may be reasonably related to the use of the Parcels for residential purposes.

3. Manager; Meetings of Owners, Assessments.

3.1 A Manager shall supervise the maintenance, repair and replacement of the Circulation Area, Parking Garage, Rental Office, Improvements and Utility Lines to the extent the same are not maintained, repaired and/or replaced by applicable Governmental Authorities or utility companies. The initial Manager shall be CFP, and CFP shall serve in such capacity until such time as the Owners holding two-thirds (2/3) of the Participation Percentages, shall elect a successor Manager. Nothing herein shall preclude the Manager from delegating any of its specific duties and obligations contained herein.

3.2 The Owners may elect to hold an annual meeting as soon as possible after December 1 of each year to consider the appointment of a new Manager, and any other business that the Owners may elect to address. Any Owner may call a meeting of the Owners upon twenty (20) days' written notice to the other Owners, which notice shall state the purpose, date, time, and location (which shall be within Salt Lake County, Utah) of the meeting. Except with the consent of all Owners, no business other than that described in the

notice shall occur at the meeting. An Owner may attend the meeting and vote by telephone conference call. The Manager shall promulgate reasonable rules regarding the use of the Circulation Area.

3.3 Commencing with the first occupancy of any Apartment Unit located upon Parcel 2, the Manager shall invoice in the amounts set forth below on a regular periodic basis, each Owners' share of the cost of the maintenance, repair and replacement of the Circulation Area, the Parking Garage, the Rental Office, the Improvements and Utility Lines (including reserves for the same), for the cost of any insurance obtained in connection with the Circulation Area, Parking Garage, and Rental Office, for the services provided to the Owners as specified in Section 5 herein below, and for the Owners' and their Guests' use of the Apartment Project Amenities as specified in Section 2.3 above (each Owner's share of such "Common Costs" is herein referred to as the "Assessment"). The Manager shall establish a budget of the anticipated annual Common Costs, commencing the first calendar year or portion thereof, after the first occupancy of an Apartment Unit is expected for Parcel 2. Assessment payments received by the Manager from the Owners shall be separately maintained by the Manager and thereafter paid to the party who incurs such Common Costs. Each Owner's share of the Common Costs shall be equal to the total Common Costs incurred by the Manager on an annual basis (even though such Common Costs may differ from the budget prepared by the Manager) multiplied by the applicable Participation Percentage for each Parcel payable in installments not less frequently than quarterly. If an Owner fails to timely pay its Assessment, then: (i) a five percent (5%) late payment fee shall be added to the amount of the Assessment on the sixteenth (16th) day after the date of such invoice; (ii) the unpaid balance shall thereafter accrue interest at the rate of eighteen percent (18%) per annum; and (iii) all sums owing shall be secured by a lien in favor of all Owners and against the Parcel whose Owner has failed to satisfy its Assessment. The Manager shall have the right to record a Notice of Lien for the unpaid Assessment and all subsequent accruing Assessments or portions thereof upon the Parcel of the delinquent Owner in the offices of the Salt Lake County Recorder to evidence an unpaid Assessment. Such Notice of Lien and the Assessments due thereby shall be subordinate to all Mortgages recorded prior to the recordation of the Notice of Lien. The failure of an Owner to pay its Assessment as provided in this Section 3.3 shall not result in the suspension or loss of any usage of the Circulation Area, Parking Garage, Rental Office, or the Apartment Project Amenities.

3.4 In the event that CFP or its successor fails to substantially complete the Phase 2 Project on or before January 1, 2016, the Owner of either Parcel 1 or Parcel 2 shall have the right to terminate this Agreement. Such termination shall be evidenced by the recordation of a notice of the same in the offices of the Salt Lake County Recorder.

4. Construction of Improvements to the Circulation Area and Utility Lines. CFP was solely responsible for the construction of the Circulation Area, Parking Garage, and Improvements as they currently exist and are located upon Parcel 1. As additional Improvements are made within the Circulation Area upon Parcel 2 or in the event that any Improvements constructed for the benefit of Parcel 1 are modified to facilitate the construction and development of Parcel 2, they shall be

made at the sole costs and expense of the Owner of Parcel 2. The Owner of Parcel 2 shall have no obligation to make any Improvements to the Circulation Area located upon its Parcel until such time as it develops Parcel 2. Upon completion of construction of the Circulation Area, Parking Garage, Improvements and Utility Lines, if the same are not dedicated and/or conveyed to a Governmental Authority or utility company, the same shall be deemed to have been transferred and conveyed to the respective Owners of the Parcels upon which the same are located, subject to the terms and conditions of this Declaration.

5. Maintenance/Insurance. In partial consideration for the receipt of the Assessment from the Owners, the Owners of the Parcels agree as follows:

5.1 The Circulation Area, Parking Garage, Rental Office, Improvements, Utility Lines, and Apartment Project Amenities shall be continuously maintained, including without limitation, the resurfacing and resealing of the private streets, and Parking Lots, including the parking stalls. The Circulation Area, Parking Garage, Rental Office, Improvements, Utility Lines, and Apartment Project Amenities shall be kept clean and in good order, condition and repair under the supervision of the Manager, but at the sole cost and expense of the Owners of the Parcels as provided in Section 3. The Manager, and only the Manager, shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance. The Owners of the Parcels shall acquire and maintain in force, for the joint benefit of the Owners of all Parcels, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Utah covering all activities upon its respective Parcel. Such liability coverage may be provided as part of a blanket casualty policy obtained by the Owners of the Parcels as long as each Owner is designated as an additional insured. Such insurance policy shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage and personal injury, or such higher amount as may be required by the Mortgagee of any Parcel. The Manager shall maintain all records regarding the insurance for at least four (4) years at its office in Salt Lake County, Utah. Any Owner may inspect such records upon reasonable notice.

5.2 At the sole cost and expense of the Owners of the Parcels and as a Common Cost, the Manager shall also maintain, repair, and replace all landscaping and improvements located upon the Parcels excluding buildings and including, but not limited to, the maintenance of all exterior trees, plants, shrubs, and grasses. The Owners shall provide the Manager and its agents with reasonable access to all landscape areas requiring maintenance. The Owners shall be solely responsible to provide at their sole cost and expense water for all exterior landscaping installed on the their respective Parcel and for the initial installation of sprinkler systems to water the same. Maintenance of sprinkler systems shall be performed by the Manager as a Common Cost.

5.3 At the sole cost and expense of the Owners of the Parcels and as a part of the Common Costs, the Manager shall also provide snow removal for private streets, driveways and sidewalks located within Parcels.

5.4 Each Owner shall provide at its sole cost and expense, exterior maintenance of the building located upon its Parcel including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Each of the Owners shall paint, repair, and otherwise maintain the interior of its Apartment Units and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. In the event that an Owner fails to make the repairs as specified herein, the remaining Owners may cause the Manager to perform such repairs and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be invoiced to the defaulting Owner and shall become an assessment and lien upon the Parcel of the defaulting Owner from the date of recording of a notice of the same in the official records of the Salt Lake County Recorder. Such lien shall be subordinate to all Mortgages recorded prior to the date of recording of the notice of lien provided hereinabove.

6. Arbitration. An Owner may submit a dispute arising with respect to this Declaration to binding arbitration pursuant to Utah Code Annotated, Section 78-31a-1 *et seq.* at any time following thirty (30) days after such Owner notifies the other Owners of its intent to submit the issue to arbitration. If the Owners cannot resolve the dispute during such thirty (30) day period or agree upon an arbitrator, an arbitrator shall be appointed pursuant to Utah Code Annotated, Section 78-31a-5; provided, the arbitrator so appointed shall, to the extent possible, possess expertise in the subject matter to be arbitrated.

7. Title and Mortgage Protection.

7.1 The Owner shall not amend this Declaration without the prior written approval of all Mortgagees. Unless such Mortgagee has consented in writing to such amendment, no amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

7.2 A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Declaration shall have priority over the Mortgage only if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

7.3 This Declaration may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah, that is approved by and executed by all of the Owners and Mortgagees of the Parcels. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

8. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

9. Enforcement. Subject to the provisions of Section 7 hereof, the Owner of a Parcel or any portion of a Parcel and/or the Manager shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration (including, without limitation, an arbitration pursuant to Section 6, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. Notices.

10.1 All notices and other communications under this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed as follows:

(i) If to CFP, to:

Citifront Partners II, LLC
5295 S. Commerce Drive, Suite 175
Murray, Utah 84107
Attention: D. Russell Minnick

or to such other address or addresses as CFP may hereafter designate by notice to the other Owners as herein provided; and

(ii) If to any Owner, such Owner's address as set forth in the records of the Salt Lake County Recorder with a copy to each of its Mortgagees at the address specified in its Mortgage of record in the offices of the Salt Lake County Recorder;

or to such address or addresses as the Owner may hereafter designate by notice to the other Owners as herein provided.

10.2 If personally delivered, any notice or other communication hereunder shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail as herein provided, any notice or other communication hereunder shall be deemed to have been given and received and shall be effective on the date of receipt indicated on the return receipt relative thereto.

11. Effective Date. Declarant shall record a copy of this Declaration in the office of the County Recorder of Salt Lake County, Utah. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

12. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

13. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

14. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

15. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

16. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

17. Time of Essence. Time is of the essence of this Declaration.

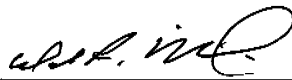
[Remainder of page intentionally left blank.]

The Parties have executed this instrument to be effective as of the date first set forth above.

CITY FRONT PARTNERS II, LLC, a Utah limited liability company

By its Manager, Bridge City Front Management, LLC, a Utah limited liability company

By its Manager, Bridge Investment Group, LLC, a Utah limited liability company

By: 
D. Russell Minnick
Manager

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

On the 13th day of May, 2013, personally appeared before me D. Russell Minnick, the Manager of Bridge Investment Group, LLC, a Utah limited liability company, the Manager of Bridge City Front Management, LLC, a Utah limited liability company, the Manager of CITY FRONT PARTNERS II, LLC, a Utah limited liability company, the signer of the within instrument who duly acknowledged to me that said company executed the same.



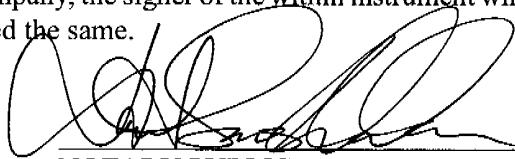

NOTARY PUBLIC

EXHIBIT "A"

to

Declaration of Covenants, Restrictions and Easements

(Parcel 1)

A parcel of land located within Salt Lake County, State of Utah, more particularly described as follows:

LOT 1:

Beginning at the Southwest corner of Block 60, Plat "C", Salt Lake City Survey and running thence North 0°00'30" West 66.73 feet more or less to the Westerly right of way line of Interstate 15; thence along said right of way line North 16°11'03" East 63.41 feet; thence continuing along said right of way line North 18°18'21" East 169.98 feet, more or less to the Southerly line of the property conveyed and recorded on Page 5507 of Book 8618 of the Salt Lake County Recorder's Official Record; thence along said instrument the following 3 courses:

- (1) North 89°58'18" East 234.45 feet;
- (2) North 0°01'00" East 123.75 feet;
- (3) North 89°59'00" East 146.92 feet; to a point on a 49.53 foot radius non-tangent curve to the left, of which the center bears South 80°22'27" East; thence 8.25 feet Southerly along said curve (chord bears South 04°51'09" West 8.24 feet); thence South 0°00'00" East 156.85 feet; thence South 11°18'36" East 15.30 feet; thence South 0°00'00" East 63.10 feet to a point on a 75.50 foot radius curve to the right; thence Southerly along said curve 35.58 feet (chord bears South 13°30'00" West 35.25 feet); thence South 27°00'00" West 54.22 feet to a point on a 24.50 foot radius curve to the left; thence Southerly along said curve 11.55 feet (chord bears South 13°30'00" West 11.44 feet); thence South 0°00'00" East 75.79 feet; thence South 89°57'57" West 27.00 feet; thence North 0°00'00" West 75.81 feet to a point on a 53.00 foot radius curve to the right; thence Northerly along said curve 24.98 feet (chord bears North 13°30'00" East 24.75 feet); thence North 27°00'00" East 54.22 feet to a point on a 47.00 foot radius curve to the left; thence Northerly along said curve 22.15 feet (chord bears North 13°30'00" East 21.94 feet); thence North 0°00'00" West 63.09 feet; thence North 11°18'36" East 3.99 feet; thence South 89°59'21" West 95.11 feet; thence South 0°00'27" West 89.07 feet; thence South 26°57'57" West 73.68 feet; thence South 0°05'15" East 24.03 feet; thence South 90°00'00" East 20.79 feet to the west building face of Building "C" and running thence along said building the following 5 calls:

- (1) South 0°00'00" East 4.87 feet;
- (2) South 90°00'00" East 4.55 feet;
- (3) South 0°00'00" West 8.16 feet;
- (4) South 89°49'49" West 4.88 feet;
- (5) South 0°00'00" West 4.87 feet; thence North 90°00'00" West 20.44 feet; thence South 0°05'15" East 39.88 feet to the North line of South Temple Street and running thence along said line South 89°57'57" West 300.14 feet to the point of beginning.

Contains 116,147 square feet or 2.666 acres.

Together with two reciprocal access easements on the North line of the property recorded at the Salt Lake County Recorder's office.

LOT 2:

LOT 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF WEST TEMPLE STREET, SAID POINT BEING NORTH 89°57'57" EAST 392.25 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE ALONG SAID NORTH LINE SOUTH 89°57'57" WEST 92.11 FEET; THENCE NORTH 00°05'15" WEST 39.88 FEET; THENCE NORTH 90°00'00" EAST 20.44 FEET; THENCE NORTH 00°00'00" EAST 4.87 FEET; THENCE NORTH 89°49'49" EAST 4.88 FEET; THENCE NORTH 00°00'00" EAST 8.16 FEET; THENCE SOUTH 90°00'00" WEST 4.55 FEET; THENCE NORTH 00°00'00" EAST 4.87 FEET; THENCE SOUTH 90°00'00" WEST 20.79 FEET; THENCE NORTH 00°05'15" WEST 24.03 FEET; THENCE NORTH 26°57'57" EAST 73.68 FEET; THENCE NORTH 00°00'27" EAST 89.07 FEET; THENCE NORTH 89°59'21" EAST 95.11 FEET; THENCE SOUTH 11°18'36" WEST 3.99 FEET; THENCE SOUTH 00°00'00" EAST 63.09 FEET TO A POINT OF CURVATURE OF A 47.00 FEET CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE 22.15 FEET (CHORD BEARS SOUTH 13°30'00" WEST 21.94 FEET); THENCE SOUTH 27°00'00" WEST 54.22 FEET TO A POINT OF CURVATURE OF A 53.00 FEET CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE 24.98 FEET (CHORD BEARS SOUTH 13°30'00" WEST 24.75 FEET); THENCE SOUTH 00°00'00" EAST 75.81 FEET TO THE POINT OF BEGINNING.

LOT 3:

LOT 3 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF 600 WEST STREET, SAID POINT BEING NORTH 89°57'57" EAST 660.41 FEET AND NORTH 0°01'00" WEST 251.75 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE ALONG SAID WEST LINE SOUTH 0°01'00" EAST 181.68 FEET THENCE ALONG THE LINES DESCRIBED AND RECORDED IN BOOK 9511 AT PAGES 1878/1879 AND BOOK 9511 PAGES 1712/1713 THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT; RUNNING THENCE WESTERLY ALONG THE ARC OF SAID CURVE 2.35 FEET THROUGH A DELTA OF 5°23'08" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 84°28'16" WEST FOR A DISTANCE OF 2.35 FEET) (2) TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 136.5 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 83.01 FEET THROUGH A DELTA OF 34°50'40" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 69°44'30" WEST FOR A DISTANCE OF 81.74 FEET) (3) TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 261.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 89.54 FEET THROUGH

A DELTA OF 19°39'19" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 62°08'49" WEST FOR A DISTANCE OF 89.10 FEET) MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 60 FROM WHICH POINT THE SOUTHEAST CORNER OF SAID BLOCK 60 BEARS NORTH 89°57'55" EAST 157.81 FEET; THENCE SOUTH 89°57'57" WEST 83.35 FEET; THENCE NORTH 00°00'00" EAST 75.79 FEET TO A POINT ON A 24.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE 11.55 FEET (CHORD BEARS NORTH 13°30'00" EAST 11.44 FEET); THENCE NORTH 27°00'00" EAST 54.22 FEET TO A POINT ON A 75.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE 35.58 FEET (CHORD BEARS NORTH 13°30'00" EAST 35.25 FEET); THENCE NORTH 00°00'00" EAST 31.95 FEET; THENCE NORTH 90°00'00" EAST 38.79 FEET; THENCE NORTH 62°57'51" EAST 33.57 FEET; THENCE NORTH 33°24'40" EAST 8.49 FEET; THENCE NORTH 63°00'00" EAST 61.88 FEET; THENCE NORTH 90°00'00" EAST 77.06 FEET TO THE POINT OF BEGINNING.

Exhibit "A" con't

A.P.N.'s

08-36-356-001-0000	08-36-356-034-0000	08-36-356-067-0000
08-36-356-002-0000	08-36-356-035-0000	08-36-356-068-0000
08-36-356-003-0000	08-36-356-036-0000	08-36-356-069-0000
08-36-356-004-0000	08-36-356-037-0000	08-36-356-070-0000
08-36-356-005-0000	08-36-356-038-0000	08-36-356-071-0000
08-36-356-006-0000	08-36-356-039-0000	08-36-356-072-0000
08-36-356-007-0000	08-36-356-040-0000	08-36-356-073-0000
08-36-356-008-0000	08-36-356-041-0000	08-36-356-074-0000
08-36-356-009-0000	08-36-356-042-0000	08-36-356-075-0000
08-36-356-010-0000	08-36-356-043-0000	08-36-356-076-0000
08-36-356-011-0000	08-36-356-044-0000	08-36-356-077-0000
08-36-356-012-0000	08-36-356-045-0000	08-36-356-078-0000
08-36-356-013-0000	08-36-356-046-0000	08-36-356-079-0000
08-36-356-014-0000	08-36-356-047-0000	08-36-356-080-0000
08-36-356-015-0000	08-36-356-048-0000	08-36-356-081-0000
08-36-356-016-0000	08-36-356-049-0000	08-36-356-082-0000
08-36-356-017-0000	08-36-356-050-0000	08-36-356-083-0000
08-36-356-018-0000	08-36-356-051-0000	08-36-356-084-0000
08-36-356-019-0000	08-36-356-052-0000	08-36-356-085-0000
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08-36-356-021-0000	08-36-356-054-0000	08-36-356-087-0000
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08-36-356-023-0000	08-36-356-056-0000	08-36-356-089-0000
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08-36-356-025-0000	08-36-356-058-0000	08-36-356-091-0000
08-36-356-026-0000	08-36-356-059-0000	08-36-356-092-0000
08-36-356-027-0000	08-36-356-060-0000	08-36-356-093-0000
08-36-356-028-0000	08-36-356-061-0000	08-36-356-094-0000
08-36-356-029-0000	08-36-356-062-0000	08-36-356-095-0000
08-36-356-030-0000	08-36-356-063-0000	08-36-356-096-0000
08-36-356-031-0000	08-36-356-064-0000	08-36-356-097-0000
08-36-356-032-0000	08-36-356-065-0000	08-36-356-098-0000
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		08-36-356-100-0000

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08-36-353-026-0000

EXHIBIT "B"
to
Declaration of Covenants, Restrictions and Easements
(Parcel 2)

A parcel of land located within Salt Lake County, State of Utah, more particularly described as follows:

LOT 4:

LOT 4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF 600 WEST STREET, SAID POINT BEING NORTH 89°57'57" EAST 660.41 FEET AND NORTH 00°01'00" WEST 251.75 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 90°00'00" WEST 77.06 FEET; THENCE SOUTH 63°00'00" WEST 61.88 FEET; THENCE SOUTH 33°24'40" WEST 8.49 FEET; THENCE SOUTH 62°57'51" WEST 33.57 FEET; THENCE SOUTH 90°00'00" WEST 38.79 FEET; THENCE NORTH 00°00'00" EAST 31.15 FEET; THENCE NORTH 11°18'36" WEST 15.30 FEET; THENCE NORTH 00°00'00" EAST 80.90 FEET; THENCE NORTH 89°59'59" EAST 63.30 FEET; THENCE NORTH 63°00'00" EAST 76.56 FEET; THENCE NORTH 90°00'00" EAST 77.03 FEET TO A POINT ON THE WEST LINE OF 600 WEST STREET, RUNNING THENCE ALONG SAID WEST LINE SOUTH 00°01'00" EAST 111.36 FEET TO THE POINT OF BEGINNING.

LOT 5:

LOT 5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF 600 WEST STREET, SAID POINT BEING NORTH 89°57'57" EAST 660.41 FEET AND NORTH 0°01'00" WEST 363.11 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 90°00'00" WEST 77.03 FEET; THENCE SOUTH 63°00'00" WEST 76.56 FEET; THENCE SOUTH 89°59'59" WEST 63.30 FEET; THENCE NORTH 00°00'00" EAST 75.95 FEET TO A POINT ON A 49.53 FEET NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE CENTER BEARS SOUTH 89°55'15" EAST; THENCE 8.25 FEET NORTHERLY ALONG SAID CURVE (CHORD BEARS NORTH 04°51'09" EAST 8.24 FEET); THENCE NORTH 89°59'00" EAST 42.83 FEET; THENCE NORTH 00°01'00" WEST 41.25 FEET; THENCE NORTH 89°59'00" EAST 165.00 FEET TO THE WEST LINE OF 600 WEST STREET AND RUNNING THENCE ALONG SAID WEST LINE SOUTH 00°01'00" EAST 90.72 FEET TO THE POINT OF BEGINNING.

08-36-353-024-0000
08-36-353-025-0000

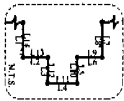
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EXHIBIT "C"
to
Declaration of Covenants, Restrictions and Easements
(Apartment Project Amenities)

1. Swimming Pool.
2. Hot Tub.
3. Picnic Area.
4. Exercise Room.
5. Community Room.

EXHIBIT "D"
to
Declaration of Covenants, Restrictions and Easements
(Circulation Area)

SEE PAGE 3 OF 3
FOR
BUILDING
MEASUREMENTS



LEGEND

1	Centerline
2	Right-of-Way Line
3	Property Line
4	Building Footprint
5	Foundation
6	Retaining Wall
7	Drainage
8	Utility
9	Survey Monument
10	Survey Station
11	Survey Point
12	Survey Line
13	Survey Boundary
14	Survey Area
15	Survey Zone
16	Survey Block
17	Survey Parcel
18	Survey Lot
19	Survey Sublot
20	Survey Fraction
21	Survey Interest
22	Survey Encumbrance
23	Survey Easement
24	Survey Right
25	Survey Obligation
26	Survey Condition
27	Survey Exception
28	Survey Note
29	Survey Reference
30	Survey Citation
31	Survey Description
32	Survey Recitation
33	Survey Summary
34	Survey Conclusion
35	Survey Statement
36	Survey Certificate
37	Survey Affidavit
38	Survey Declaration
39	Survey Acknowledgment
40	Survey Release
41	Survey Waiver
42	Survey Consent
43	Survey Approval
44	Survey Authorization
45	Survey Permission
46	Survey License
47	Survey Certificate of Title
48	Survey Title Insurance
49	Survey Title Commitment
50	Survey Title Policy
51	Survey Title Report
52	Survey Title Abstract
53	Survey Title Ledger
54	Survey Title Index
55	Survey Title Map
56	Survey Title Plan
57	Survey Title Certificate
58	Survey Title Opinion
59	Survey Title Report of Title
60	Survey Title Abstract of Title
61	Survey Title Ledger of Title
62	Survey Title Index of Title
63	Survey Title Map of Title
64	Survey Title Plan of Title
65	Survey Title Certificate of Title
66	Survey Title Opinion of Title
67	Survey Title Report of Title
68	Survey Title Abstract of Title
69	Survey Title Ledger of Title
70	Survey Title Index of Title
71	Survey Title Map of Title
72	Survey Title Plan of Title
73	Survey Title Certificate of Title
74	Survey Title Opinion of Title
75	Survey Title Report of Title
76	Survey Title Abstract of Title
77	Survey Title Ledger of Title
78	Survey Title Index of Title
79	Survey Title Map of Title
80	Survey Title Plan of Title
81	Survey Title Certificate of Title
82	Survey Title Opinion of Title
83	Survey Title Report of Title
84	Survey Title Abstract of Title
85	Survey Title Ledger of Title
86	Survey Title Index of Title
87	Survey Title Map of Title
88	Survey Title Plan of Title
89	Survey Title Certificate of Title
90	Survey Title Opinion of Title
91	Survey Title Report of Title
92	Survey Title Abstract of Title
93	Survey Title Ledger of Title
94	Survey Title Index of Title
95	Survey Title Map of Title
96	Survey Title Plan of Title
97	Survey Title Certificate of Title
98	Survey Title Opinion of Title
99	Survey Title Report of Title
100	Survey Title Abstract of Title

Station	Angle	Distance	Bearing
1+00	90°00'00"	100.00	N 0°00'00" W
1+10	90°00'00"	100.00	N 0°00'00" W
1+20	90°00'00"	100.00	N 0°00'00" W
1+30	90°00'00"	100.00	N 0°00'00" W
1+40	90°00'00"	100.00	N 0°00'00" W
1+50	90°00'00"	100.00	N 0°00'00" W
2+00	90°00'00"	100.00	N 0°00'00" W
2+10	90°00'00"	100.00	N 0°00'00" W
2+20	90°00'00"	100.00	N 0°00'00" W
2+30	90°00'00"	100.00	N 0°00'00" W
2+40	90°00'00"	100.00	N 0°00'00" W
2+50	90°00'00"	100.00	N 0°00'00" W
3+00	90°00'00"	100.00	N 0°00'00" W
3+10	90°00'00"	100.00	N 0°00'00" W
3+20	90°00'00"	100.00	N 0°00'00" W
3+30	90°00'00"	100.00	N 0°00'00" W
3+40	90°00'00"	100.00	N 0°00'00" W
3+50	90°00'00"	100.00	N 0°00'00" W
4+00	90°00'00"	100.00	N 0°00'00" W
4+10	90°00'00"	100.00	N 0°00'00" W
4+20	90°00'00"	100.00	N 0°00'00" W
4+30	90°00'00"	100.00	N 0°00'00" W
4+40	90°00'00"	100.00	N 0°00'00" W
4+50	90°00'00"	100.00	N 0°00'00" W
5+00	90°00'00"	100.00	N 0°00'00" W
5+10	90°00'00"	100.00	N 0°00'00" W
5+20	90°00'00"	100.00	N 0°00'00" W
5+30	90°00'00"	100.00	N 0°00'00" W
5+40	90°00'00"	100.00	N 0°00'00" W
5+50	90°00'00"	100.00	N 0°00'00" W

GRAPHIC SCALE
1" = 100.00'

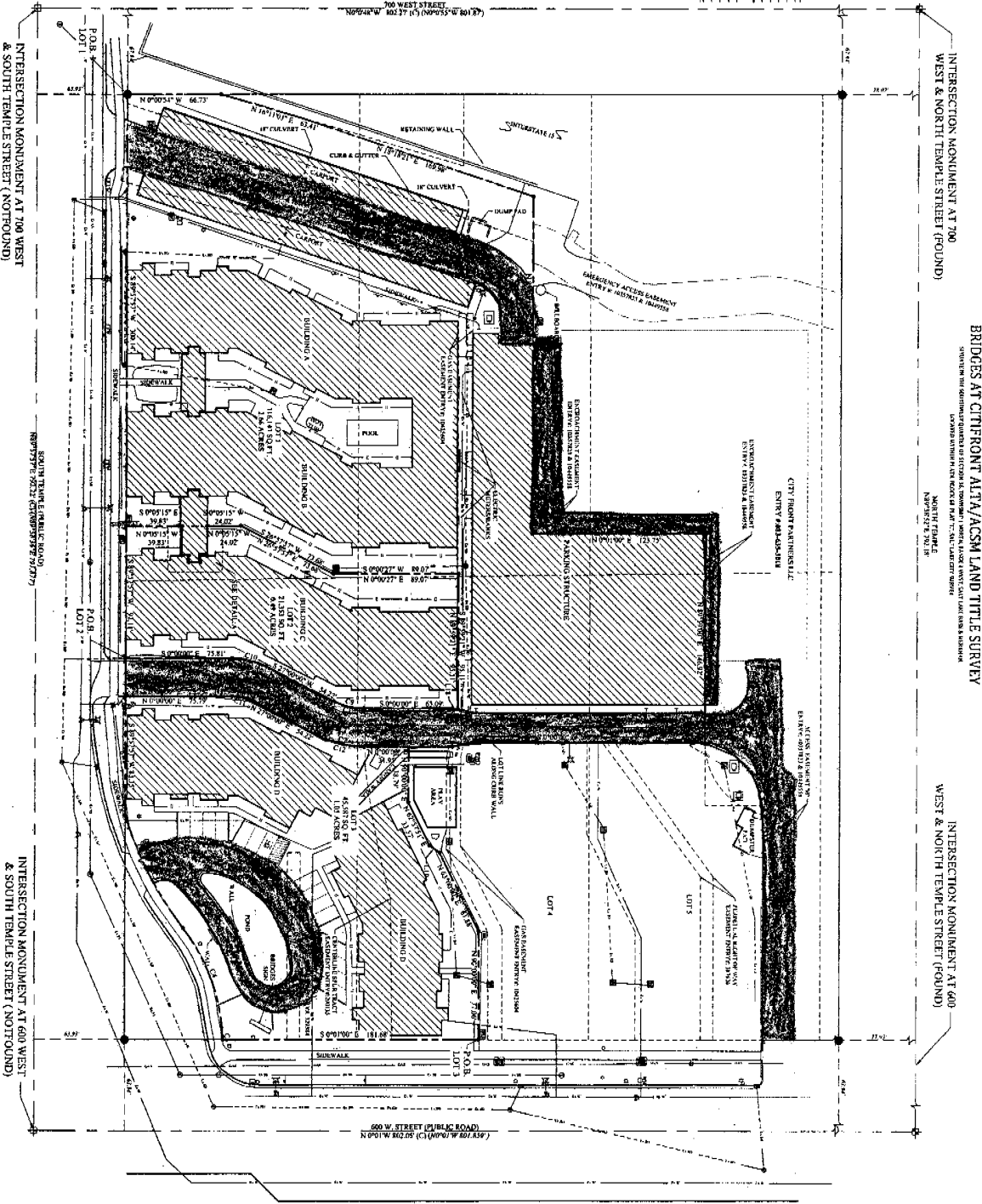
INTERSECTION MONUMENT AT 700 WEST & NORTH TEMPLE STREET (FOUND)

INTERSECTION MONUMENT AT 600 WEST & NORTH TEMPLE STREET (FOUND)

BRIDGES AT CITIFRONT ALTA/ACSM LAND TITLE SURVEY

SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, COUNTY OF WYOMING

WARD ENGINEERING GROUP
1100 N. GARDEN STREET, SUITE 100, CHELSEA, WYOMING 82001
PHONE: (307) 251-1111
FAX: (307) 251-1112
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NO.	DATE	BY	REVISIONS

BRIDGES AT CITIFRONT ALTA
BRIDGE INVESTMENT GROUP
LOCATED WITHIN PLATE, BLOCK 60, PLAT 101, SAULT LAKE LEVEE SURVEY

BRIDGE INVESTMENT GROUP
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