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ALAN SPRIGGS, SUMMIT CO RECORDER
2001 MAR 28 14:27 PM FEE \$369.00 BY DNG
REQUEST: SNELL & WILMER LLP

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CANYON CREEK
CONDOMINIUM**

**THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CANYON CREEK CONDOMINIUM** (the
“**Supplemental Declaration**”) is made as of February 1, 2001, by **CANYON CREEK
APARTMENTS, L.C.**, a Utah limited liability company (“**Declarant**”).

RECITALS:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Canyon Creek Condominium, dated September 8, 2000, which was recorded on November 15, 2000, in Entry Number 00576805, Book 01341, beginning at page 01100, official records of the Summit County, Utah, Recorder (the “**Declaration**”), Declarant submitted that certain real property described on Exhibit “1” attached hereto (the “**Parcel**”), to the terms and conditions of the Declaration. Unless otherwise specified herein, all terms are used herein as defined in the Declaration.

B. Declarant owns all of the Units in the Condominium. Pursuant to Article 16 of the Declaration, Declarant desires to amend the Declaration upon the terms and conditions described herein. The following provisions are hereby incorporated as part of the Declaration, and to the extent they modify or conflict with any provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

C. Pursuant to Section 13.4 of the Declaration, Key Bank National Association, N.A., has consented to the execution and recordation of this Supplemental Declaration, in the form of the letter attached hereto as Exhibit “2.”

AGREEMENT:

NOW, THEREFORE, effective on and as of the date of recording of this Supplemental Declaration with the Summit County, Utah, Recorder, Declarant, for the purposes set forth herein, hereby amends the Declaration as follows:

1. **Division Into Two Phases.**

(a) **Phase I and Phase II Units.** The Condominium shall be divided into two phases: (i) Phase I of the Condominium (“**Phase I**”) shall include the Units described in Exhibit “3” attached hereto, including the respective appurtenant Allocated Interest in the Common Areas and Facilities for each such Unit as described in the Declaration (collectively, the “**Phase I Units**”); and (ii) Phase II of the Condominium (“**Phase II**”) shall include the Units described in Exhibit “4” attached hereto, including the respective appurtenant Allocated Interest in the Common Areas and Facilities for each such Unit as described in the Declaration (collectively, the “**Phase II Units**”). Declarant shall offer the Phase I Units for sale to the public (but shall continue to have the option to rent individual Phase I Units as it markets the Phase 1 Units for sale), and shall rent the Phase II Units, until such time as Declarant determines, in its sole and absolute discretion, to offer some or all of the Phase 2 Units for sale to the public (and shall continue to have the option to rent individual Phase 2 Units as it markets the Phase 2 Units for sale).

(b) **Parking.** Notwithstanding Section 3.2, Exhibit “C,” or any other provision of the Declaration, the detached garages, covered parking spaces and certain uncovered parking spaces are allocated to the respective Units as set forth in Exhibit “5” attached hereto, as Limited Common Areas and Facilities, and are appurtenant to the respective Unit and may not be severed from the ownership of the Unit. The allocation of such detached garages, covered parking spaces and uncovered parking spaces on Exhibit “5” attached hereto supersedes and replaces the allocation described in Exhibit “C” to the Declaration.

(c) **Phase I and Phase II Associations.** Notwithstanding any provision of the Declaration, Phase I and Phase II shall each have a separate and distinct Association, Articles, Board and By-laws. Prior to Declarant’s conveyance of the first Phase I Unit, Declarant shall cause Canyon Creek Condominium Association – Phase 1 (or such other name as Declarant may select) to be incorporated as a Utah non-profit corporation (the “**Phase 1 Association**”). Members in the Phase 1 Association shall include each Owner of a Phase I Unit, and all of the provisions of Article 5 of the Declaration, including, without limitation, membership, voting (including Class A Members and Class B Members), Turnover Date and management, shall apply to and govern the Phase I Association, as to the Phase 1 Units. Prior to the conveyance of the first Phase 2 Unit, Declarant shall cause Canyon Creek Condominium Association –Phase 2 (or such other name as Declarant may select) to be incorporated as a Utah non-profit corporation (the “**Phase 2 Association**”). Members in the Phase 2 Association shall include each Owner of a Phase 2 Unit, and all of the provisions of Article 5 of the Declaration, including, without limitation, membership, voting (including Class A Members and Class B Members) Turnover Date and management, shall apply to and govern the Phase 2 Association, as to the Phase 2 Units. Until the formation of the Phase 2 Association, Declarant shall serve as the Phase 2 Association. At any time, the Phase 1 Association and the Phase 2 Association may, upon their mutual agreement, merge or consolidate the Phase 1 Association and Phase 2 Association into one Association, whereupon such merged or consolidated Associations shall serve as the “Association” for all purposes under the Declaration. Whenever the terms “Articles,” “Association,” “Board” or “By-laws” are used in the Declaration, such terms shall refer, respectively, to the Phase 1 Association for the Phase 1 Units, and the Phase 2 Association for

the Phase 2 Units. Until such merger or consolidation of the Phase 1 Association and Phase 2 Association occurs, (i) the Phase 1 Association shall serve as the "Association" for all purposes under the Declaration for the Phase 1 Units, (ii) the Phase 2 Association shall serve as the "Association" for all purposes under the Declaration for the Phase 2 Units, (iii) the "Assessments" under the Declaration for the Phase 1 Units shall extend to Assessments against Owners of the Phase 1 Units, (iv) the "Assessments" under the Declaration for Phase 2 Units shall extend to Assessments against Owners of the Phase 2 Units, (v) the Phase 1 Association shall only have the authority to levy Assessments against Owners of the Phase 1 Units, and (vi) the Phase 2 Association shall only have the authority to levy Assessments against Owners of the Phase 2 Units.

(d) **Allocated Interest of Each Unit In the Votes of the Phase 1 Association and Phase 2 Association.** The designation of the Allocated Interest which each Phase 1 Unit Owner has in the Phase 1 Association is set forth in Exhibit "6" attached hereto. The designation of the Allocated Interest which each Phase 2 Unit Owner has in the Phase 2 Association is set forth in Exhibit "7" attached hereto. Otherwise, the Allocated Interest which each Phase 1 Unit Owner and each Phase 2 Unit Owner has in the Common Areas and Facilities, shall be as set forth in Sections 3.5, 3.7 and 3.8 of the Declaration.

(e) **Maintenance; Insurance.** The Phase 1 Association, or its duly delegated representatives, shall have all of the obligations under Article 4 of the Declaration regarding the maintenance of the Common Areas and Facilities, and obtaining all insurance and performing the obligations under Articles 10 and 11 of the Declaration; provided, however, that (i) the Phase 1 Association shall obtain the consent of the Phase 2 Association to all annual budgets, modifications to budgets, and all contracts, agreements and obligations to third parties to be incurred in performing all such obligations, (ii) the Phase 1 Association shall bill the Phase 2 Association, as a special use fee, for its share of all costs incurred in connection with all such obligations, with the respective shares of such costs to be determined as described in Section 1(f) hereof, (iii) the Phase 2 Association shall pay its share of all such costs, as a special use fee, within thirty (30) days from the date of the Phase 1 Association's invoice therefor, and as of the first day of the month following the sale and conveyance of the first Phase 2 Unit, the Phase 2 Association shall levy Regular and other Assessments as to the Phase 2 Units to cover all such costs; and (iv) the Phase 2 Association's share of the working capital fund and reserves shall be limited to the amount of the working capital fund and reserves allocable to the Common Areas and Facilities. To the extent permitted by law and by Lenders, the Phase 1 Association may, at its option, post bonds or letters of credit for such working capital fund and reserves, and the Phase 2 Association shall pay its share of the costs incurred in connection therewith for the portion of, and to the extent such bonds or letters of credit extend to, the Common Areas and Facilities. The Phase 1 Association and Phase 2 Association shall cooperate in the maintenance of the Common Areas and Facilities, and the Phase 2 Association may, no more frequently than annually, audit the books and records of the Phase 1 Association, at the cost and expense of the Phase 2 Association.

(f) **Allocated Interest and Sharing of Costs.** Notwithstanding Section 6.5 or any other provision of the Declaration, all Assessments (other than Special Assessments) shall be allocated and be paid as follows: (i) Assessments for utilities costs incurred in connection

with the Common Areas and Facilities, or utilities which are not separately metered to the Units or billed by the utilities provider directly to the Unit Owner, shall be based on the percentage interest for each Unit as contained in Exhibit "C" attached to the Declaration, as amended from time to time; and (ii) Assessments for all other costs incurred under Section 1(e) hereof shall be based on a Unit by Unit determination, with each Unit being allocated a fractional share of such cost, with the numerator of such fraction being 1, and the denominator of such fraction being the total number of Units in Phase 1 and Phase 2.

(g) **Date of Commencement of Assessments.** Notwithstanding Section 6.9 of the Declaration, Regular and other Assessments (i) as to the Phase 1 Units shall commence on the first day of the month following the sale and conveyance of the first Phase 1 Unit to an Owner, and (ii) as to the Phase 2 Units shall commence on the first day of the month following the sale and conveyance of the first Phase 2 Unit to an Owner. Until such time as the sale and conveyance of the first Phase 2 Unit to an Owner occurs, each Phase 2 Unit Owners' share of the Common Expenses shall be paid by the Phase 2 Association by its sharing of the costs incurred in connection with the Common Areas and Facilities and other obligations as provided in Sections 1(e) and (f) hereof.

(h) **Notices.** All notices to the Phase 1 Association and Phase 2 Association shall be delivered to the address for the "Association" specified in Section 15.11(d) of the Declaration.

2. **Further Phases.** Subject to obtaining the consent of any applicable Lenders under Section 13.4 of the Declaration, Declarant reserves the right, prior to the sale of any of the Phase 1 Units or Phase 2 Units, to designate further phases of the Condominium within Phase 1 and/or Phase 2.

3. **Phase 2 Amendment.** At any time prior to the formation of the Phase 2 Association, Declarant may amend and modify the Declaration with respect to Phase 2 only, without the consent of the Phase 1 Unit Owners or the Phase 1 Association, provided that any such amendment or modification may not amend or modify any of the terms of paragraphs 1(a), (c), (d), (e), (f), (g) and (h) of this Supplemental Declaration, and any portion of paragraph 1(b) pertaining to Phase 1.

4. **Declaration Otherwise Unamended.** Except as otherwise provided herein, the Declaration shall be deemed unamended.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the day and year first above written.

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DECLARANT:

CANYON CREEK APARTMENTS, L.C.,
a Utah limited liability company

By: PITCHFORK DEVELOPMENT, INC.,
a Utah corporation
Its: Manager

By: _____
Robert E. Cook, Vice-President

STATE OF UTAH)
): ss.
COUNTY OF SUMMIT)

On this 22nd day of March, 2001, personally appeared before me Robert E. Cook, as Vice-President of Pitchfork Development, Inc., a Utah corporation, the Manager of Canyon Creek Apartments, L.C., a Utah limited liability company, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and said Robert E. Cook acknowledged to me that he executed the same in the capacities herein mentioned.

Witness my hand and official seal.



NOTARY PUBLIC

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EXHIBIT "1"

Legal Description of Parcel

That certain real property located in Summit County, Utah, and more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00 DEGREES 01 MINUTES 00 SECONDS EAST 352.70 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST 178.96 FEET TO A POINT OF NON-TANGENCY ON A 371.21 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 47 DEGREES 29 MINUTES 05 SECONDS WEST, SAID POINT BEING 1 FOOT SOUTHWEST FROM A PROPOSED WALKWAY; THENCE 1 FOOT SOUTHWESTERLY AND PARALLEL WITH SAID PROPOSED WALKWAY SOUTHEASTERLY 51.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 53 MINUTES 56 SECONDS; THENCE SOUTH 34 DEGREES 36 MINUTES 59 SECONDS EAST 7.43 FEET TO A 453.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 112.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 12 MINUTES 41 SECONDS TO A POINT OF COMPOUND CURVATURE ON A 303.63 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 41 DEGREES 10 MINUTES 20 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE 104.83 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES 46 MINUTES 57 SECONDS TO A POINT OF REVERSE CURVATURE ON A 72.39 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 23 MINUTES 23 SECONDS WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 35.28 FEET THROUGH A CENTRAL ANGLE OF 27 DEGREES 55 MINUTES 39 SECONDS TO A POINT OF REVERSE CURVATURE OF A 312.61 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 49 DEGREES 19 MINUTES 02 SECONDS EAST; THENCE SOUTHEASTERLY 91.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEGREES 41 MINUTES 54 SECONDS; THENCE SOUTH 57 DEGREES 22 MINUTES 52 SECONDS EAST 6.09 FEET TO A 95.60 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE 45.16 FEET THROUGH A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 04 SECONDS TO A POINT OF REVERSE CURVATURE OF A 103.00 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 59 DEGREES 41 MINUTES 12 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE 91.99 FEET THROUGH A CENTRAL ANGLE OF 51 DEGREES 10 MINUTES 20 SECONDS; THENCE SOUTH 81 DEGREES 29 MINUTES 08 SECONDS EAST 83.62 FEET TO A 91.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 75.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 36 MINUTES 10 SECONDS; THENCE SOUTH 33

DEGREES 52 MINUTES 58 SECONDS EAST 41.38 FEET TO A 101.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 98.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55 DEGREES 55 MINUTES 45 SECONDS TO A POINT OF REVERSE CURVATURE ON A 47.00 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 00 DEGREES 11 MINUTES 17 SECONDS WEST; THENCE SOUTHEASTERLY 19.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 22 MINUTES 36 SECONDS; THENCE SOUTH 66 DEGREES 26 MINUTES 07 SECONDS EAST 27.62 FEET TO A 101.03 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 58.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 22 MINUTES 22 SECONDS TO A POINT OF REVERSE CURVATURE OF A 54.00 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 09 DEGREES 48 MINUTES 29 SECONDS EAST; THENCE EASTERLY 66.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71 DEGREES 04 MINUTES 19 SECONDS; THENCE SOUTH 28 DEGREES 44 MINUTES 10 SECONDS EAST 62.50 FEET TO A POINT OF CURVATURE OF A 97.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 61.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 20 MINUTES 28 SECONDS; SOUTH 07 DEGREES 36 MINUTES 18 SECONDS WEST 60.35 FEET; THENCE SOUTH 07 DEGREES 20 MINUTES 50 SECONDS EAST 31.31 FEET TO A POINT OF CURVATURE OF A 97.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 41.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 47 MINUTES 37 SECONDS; THENCE SOUTH 17 DEGREES 26 MINUTES 47 SECONDS WEST 27.84 FEET TO A POINT OF CURVATURE OF A 103.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 43.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 56 MINUTES 57 SECONDS; THENCE SOUTH 06 DEGREES 30 MINUTES 10 SECONDS EAST 70.99 FEET TO A POINT OF CURVATURE OF A 497.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 56.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 30 MINUTES 43 SECONDS TO A POINT OF REVERSE CURVATURE OF A 78.00 FOOT RADIUS CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST; THENCE SOUTHERLY 35.73 FEET THROUGH A CENTRAL ANGLE OF 26 DEGREES 14 MINUTES 45 SECONDS; THENCE SOUTH 26 DEGREES 14 MINUTES 12 SECONDS EAST 69.34 FEET; THENCE LEAVING SAID PROPOSED WALKWAY SOUTH 18 DEGREES 00 MINUTES 18 SECONDS WEST 32.19 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY PROJECT NO. 76(14); THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 71 DEGREES 59 MINUTES 42 SECONDS WEST (NORTH 72 DEGREES 05 MINUTES WEST BY DEED) 1110.28 FEET TO THE WEST LINE OF SECTION 20; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 01 MINUTES 00 SECONDS WEST 755.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.47 ACRES.

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EXHIBIT "2"
Letter – Key Bank Consent

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EXHIBIT "3"
Phase 1 Units

Building:	Unit No.:	Type:
A	11 CCRK-A-11	C1-1
A	12 CCRK-A-12	B1
A	13 CCRK-A-13	B1
A	14 CCRK-A-14	B1
A	15 CCRK-A-15	B1
A	17 CCRK-A-17	C1-1
A	20 CCRK-A-20	B2
A	21 CCRK-A-21	C1-2
A	22 CCRK-A-22	B1
A	23 CCRK-A-23	B1
A	24 CCRK-A-24	B1
A	25 CCRK-A-25	B1
A	26 CCRK-A-26	B2
A	27 CCRK-A-27	C1-2
A	32 CCRK-A-32	B1
A	33 CCRK-A-33	B1
A	34 CCRK-A-34	B1
A	35 CCRK-A-35	B1
B	10 CCRK-B-10	A2
B	11 CCRK-B-11	A2
B	12 CCRK-B-12	A2
B	13 CCRK-B-13	A2
B	14 CCRK-B-14	A2
B	15 CCRK-B-15	A2
B	16 CCRK-B-16	A2
B	17 CCRK-B-17	A2
B	20 CCRK-B-20	A2
B	21 CCRK-B-21	A2
B	22 CCRK-B-22	A2
B	23 CCRK-B-23	A2
B	24 CCRK-B-24	A2
B	25 CCRK-B-25	A2
B	26 CCRK-B-26	A2
B	27 CCRK-B-27	A2
B	30 CCRK-B-30	B3
B	31 CCRK-B-31	B3
B	32 CCRK-B-32	B3
B	33 CCRK-B-33	B3
B	34 CCRK-B-34	B3
B	35 CCRK-B-35	B3

B	36 CCRK-B-36	B3
Building:	Unit No.:	Type:
B	37 CCRK-B-37	B3
C	11 CCRK-C-11	C1-1
C	12 CCRK-C-12	A1
C	13 CCRK-C-13	A1
C	14 CCRK-C-14	A1
C	15 CCRK-C-15	A1
C	17 CCRK-C-17	C1-1
C	20 CCRK-C-20	B2
C	21 CCRK-C-21	C1-2
C	22 CCRK-C-22	A1
C	23 CCRK-C-23	A1
C	24 CCRK-C-24	A1
C	25 CCRK-C-25	A1
C	26 CCRK-C-26	B2
C	27 CCRK-C-27	C1-2
C	32 CCRK-C-32	A1
C	33 CCRK-C-33	A1
C	34 CCRK-C-34	A1
C	35 CCRK-C-35	A1
D	11 CCRK-D-11	B1
D	12 CCRK-D-12	A2
D	13 CCRK-D-13	A2
D	14 CCRK-D-14	A2
D	15 CCRK-D-15	A2
D	17 CCRK-D-17	B1
D	20 CCRK-D-20	B2
D	21 CCRK-D-21	B1-2
D	22 CCRK-D-22	A2
D	23 CCRK-D-23	A2
D	24 CCRK-D-24	A2
D	25 CCRK-D-25	A2
D	26 CCRK-D-26	B2
D	27 CCRK-D-27	B1-2
D	32 CCRK-D-32	B3
D	33 CCRK-D-33	B3
D	34 CCRK-D-34	B3
D	35 CCRK-D-35	B3
E	11 CCRK-E-11	C1-1
E	12 CCRK-E-12	A1
E	13 CCRK-E-13	A1
E	14 CCRK-E-14	A1
E	15 CCRK-E-15	A1
E	17 CCRK-E-17	C1-1

Building:	Unit No.:	Type:
E	20 CCRK-E-20	B2
E	21 CCRK-E-21	C1-2
E	22 CCRK-E-22	A1
E	23 CCRK-E-23	A1
E	24 CCRK-E-24	A1
E	25 CCRK-E-25	A1
E	26 CCRK-E-26	B2
E	27 CCRK-E-27	C1-2
E	32 CCRK-E-32	A1
E	33 CCRK-E-33	A1
E	34 CCRK-E-34	A1
E	35 CCRK-E-35	A1
F	10 CCRK-F-10	A2
F	11 CCRK-F-11	A2
F	12 CCRK-F-12	A2
F	13 CCRK-F-13	A2
F	14 CCRK-F-14	A2
F	15 CCRK-F-15	A2
F	16 CCRK-F-16	A2
F	17 CCRK-F-17	A2
F	20 CCRK-F-20	A2
F	21 CCRK-F-21	A2
F	22 CCRK-F-22	A2
F	23 CCRK-F-23	A2
F	24 CCRK-F-24	A2
F	25 CCRK-F-25	A2
F	26 CCRK-F-26	A2
F	27 CCRK-F-27	A2
F	30 CCRK-F-30	B3
F	31 CCRK-F-31	B3
F	32 CCRK-F-32	B3
F	33 CCRK-F-33	B3
F	34 CCRK-F-34	B3
F	35 CCRK-F-35	B3
F	36 CCRK-F-36	B3
F	37 CCRK-F-37	B3
G	11 CCRK-G-11	C1-1
G	12 CCRK-G-12	B1
G	13 CCRK-G-13	B1
G	14 CCRK-G-14	B1
G	15 CCRK-G-15	B1
G	17 CCRK-G-17	C1-1
G	20 CCRK-G-20	B2
G	21 CCRK-G-21	C1-2

Building:	Unit No.:	Type:
G	22 CCRK-6-32	B1
G	23 CCRK-6-23	B1
G	24 CCRK-6-24	B1
G	25 CCRK-6-25	B1
G	26 CCRK-6-26	B2
G	27 CCRK-6-27	C1-2
G	32 CCRK-6-32	B1
G	33 CCRK-6-33	B1
G	34 CCRK-6-34	B1
G	35 CCRK-6-35	B1
H	11 CCRK-H-11	B1
H	12 CCRK-H-12	A2
H	13 CCRK-H-13	A2
H	14 CCRK-H-14	A2
H	15 CCRK-H-15	A2
H	17 CCRK-H-17	B1
H	20 CCRK-H-20	B2
H	21 CCRK-H-21	B1-2
H	22 CCRK-H-22	A2
H	23 CCRK-H-23	A2
H	24 CCRK-H-24	A2
H	25 CCRK-H-25	A2
H	26 CCRK-H-26	B2
H	27 CCRK-H-27	B1-2
H	32 CCRK-H-32	B3
H	33 CCRK-H-33	B3
H	34 CCRK-H-34	B3
H	35 CCRK-H-35	B3

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EXHIBIT "4"
Phase 2 Units

Building:	Unit No.:	Type:
I	10 CCRK-I-10	A2
I	11 CCRK-I-11	A2
I	12 CCRK-I-12	A2
I	13 CCRK-I-13	A2
I	14 CCRK-I-14	A2
I	15 CCRK-I-15	A2
I	16 CCRK-I-16	A2
I	17 CCRK-I-17	A2
I	20 CCRK-I-20	A2
I	21 CCRK-I-21	A2
I	22 CCRK-I-22	A2
I	23 CCRK-I-23	A2
I	24 CCRK-I-24	A2
I	25 CCRK-I-25	A2
I	26 CCRK-D-26	A2
I	27 CCRK-T-27	A2
I	30 CCRK-T-30	A2
I	31 CCRK-T-31	A2
I	32 CCRK-T-32	A2
I	33 CCRK-T-33	A2
I	34 CCRK-T-34	A2
I	35 CCRK-T-35	A2
I	36 CCRK-T-36	A2
I	37 CCRK-D-37	A2
J	10 CCRK-J-10	A2
J	11 CCRK-J-11	A2
J	12 CCRK-J-12	A2
J	13 CCRK-J-13	A2
J	14 CCRK-J-14	A2
J	15 CCRK-J-15	A2
J	16 CCRK-J-16	A2
J	17 CCRK-J-17	A2
J	20 CCRK-J-20	A2
J	21 CCRK-J-21	A2
J	22 CCRK-J-22	A2
J	23 CCRK-J-23	A2
J	24 CCRK-J-24	A2
J	25 CCRK-J-25	A2
J	26 CCRK-J-26	A2

J	27 CCRK-J-27	A2
Building	Unit No.:	Type:
J	30 CCRK-J-30	A2
J	31 CCRK-J-31	A2
J	32 CCRK-J-32	A2
J	33 CCRK-J-33	A2
J	34 CCRK-J-34	A2
J	35 CCRK-J-35	A2
J	36 CCRK-J-36	A2
J	37 CCRK-J-37	A2
K	11 CCRK-K-11	C1-1
K	12 CCRK-K-12	B1
K	13 CCRK-K-13	B1
K	14 CCRK-K-14	B1
K	15 CCRK-K-15	B1
K	17 CCRK-K-17	C1-1
K	20 CCRK-K-20	B2
K	21 CCRK-K-21	C1-2
K	22 CCRK-K-22	B1
K	23 CCRK-K-23	B1
K	24 CCRK-K-24	B1
K	25 CCRK-K-25	B1
K	26 CCRK-K-26	B2
K	27 CCRK-K-27	C1-2
K	32 CCRK-K-32	B1
K	33 CCRK-K-33	B1
K	34 CCRK-K-34	B1
K	35 CCRK-K-35	B1
L	11 CCRK-L-11	C1-1
L	12 CCRK-L-12	A1
L	13 CCRK-L-13	A1
L	14 CCRK-L-14	A1
L	15 CCRK-L-15	A1
L	17 CCRK-L-17	C1-1
L	20 CCRK-L-20	B2
L	21 CCRK-L-21	C1-2
L	22 CCRK-L-22	A1
L	23 CCRK-L-23	A1
L	24 CCRK-L-24	A1
L	25 CCRK-L-25	A1
L	26 CCRK-L-26	B2
L	27 CCRK-L-27	C1-2
L	32 CCRK-L-32	A1
L	33 CCRK-L-33	A1
L	34 CCRK-L-34	A1

L	35 CCRK-L-35	A1
Building:	Unit No.:	Type:
M	11 CCRK-M-11	B1
M	12 CCRK-M-12	A2
M	13 CCRK-M-13	A2
M	14 CCRK-M-14	A2
M	15 CCRK-M-15	A2
M	17 CCRK-M-17	B1
M	20 CCRK-M-20	B2
M	21 CCRK-M-21	B1-2
M	22 CCRK-M-22	A2
M	23 CCRK-M-23	A2
M	24 CCRK-M-24	A2
M	25 CCRK-M-25	A2
M	26 CCRK-M-26	B2
M	27 CCRK-M-27	B1-2
M	32 CCRK-M-32	B3
M	33 CCRK-M-33	B3
M	34 CCRK-M-34	B3
M	35 CCRK-M-35	B3
N	11 CCRK-N-11	C1-1
N	12 CCRK-N-12	B1
N	13 CCRK-N-13	B1
N	14 CCRK-N-14	B1
N	15 CCRK-N-15	B1
N	17 CCRK-N-17	C1-1
N	20 CCRK-N-20	B2
N	21 CCRK-N-21	C1-2
N	22 CCRK-N-22	B1
N	23 CCRK-N-23	B1
N	24 CCRK-N-24	B1
N	25 CCRK-N-25	B1
N	26 CCRK-N-26	B2
N	27 CCRK-N-27	C1-2
N	32 CCRK-N-32	B1
N	33 CCRK-N-33	B1
N	34 CCRK-N-34	B1
N	35 CCRK-N-35	B1
O	11 CCRK-O-11	B1
O	12 CCRK-O-12	A2
O	13 CCRK-O-13	A2
O	14 CCRK-O-14	A2
O	15 CCRK-O-15	A2
O	17 CCRK-O-17	B1
O	20 CCRK-O-20	B2

O	21 CCRK-O-21	B1-2
Building:	Unit no.:	Type:
O	22 CCRK-O-22	A2
O	23 CCRK-O-23	A2
O	24 CCRK-O-24	A2
O	25 CCRK-O-25	A2
O	26 CCRK-O-26	B2
O	27 CCRK-O-27	B1-2
O	32 CCRK-O-32	B3
O	33 CCRK-O-33	B3
O	34 CCRK-O-34	B3
O	35 CCRK-O-35	B3
P	11 CCRK-P-11	C1-1
P	12 CCRK-P-12	A1
P	13 CCRK-P-13	A1
P	14 CCRK-P-14	A1
P	15 CCRK-P-15	A1
P	17 CCRK-P-17	C1-1
P	20 CCRK-P-20	B2
P	21 CCRK-P-21	C1-2
P	22 CCRK-P-22	A1
P	23 CCRK-P-23	A1
P	24 CCRK-P-24	A1
P	25 CCRK-P-25	A1
P	26 CCRK-P-26	B2
P	27 CCRK-P-27	C1-2
P	32 CCRK-P-32	A1
P	33 CCRK-P-33	A1
P	34 CCRK-P-34	A1
P	35 CCRK-P-35	A1

EXHIBIT "5"
**Allocation of Detached Garages, Covered Parking Spaces and
 Certain Other Uncovered Parking Spaces**

Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
A	11	C1-1	A			
A	12	B1		10		
A	13	B1		26		
A	14	B1		2		
A	15	B1		3		
A	17	C1-1	A			
A	20	B2	A			
A	21	C1-2	A			
A	22	B1		25		
A	23	B1		8		
A	24	B1		9		
A	25	B1		1		
A	26	B2	A			
A	27	C1-2	A			
A	32	B1		4		
A	33	B1		6		
A	34	B1		5		
A	35	B1		7		
B	10	A2			101	
B	11	A2			102	
B	12	A2			103	
B	13	A2			104	
B	14	A2			105	
B	15	A2			106	
B	16	A2			107	
B	17	A2			108	
B	20	A2		27		
B	21	A2		40		
B	22	A2		28		
B	23	A2		36		
B	24	A2		35		
B	25	A2		38		
B	26	A2		37		
B	27	A2		39		
B	30	B3		41		
B	31	B3		42		
B	32	B3		29		
B	33	B3		30		

B	34	B3		31		
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
B	35	B3		32		
B	36	B3		33		
B	37	B3		34		
C	11	C1-1	A			
C	12	A1			109	
C	13	A1			110	
C	14	A1			111	
C	15	A1			112	
C	17	C1-1	A			
C	20	B2	A			
C	21	C1-2	A			
C	22	A1			113	
C	23	A1			114	
C	24	A1			115	
C	25	A1			116	
C	26	B2	A			
C	27	C1-2	A			
C	32	A1		49		
C	33	A1		48		
C	34	A1		47		
C	35	A1		46		
D	11	B1	A			
D	12	A2		56		
D	13	A2		45		
D	14	A2		51		
D	15	A2		55		
D	17	B1	A			
D	20	B2	A			
D	21	B1-2	A			
D	22	A2		54		
D	23	A2		53		
D	24	A2		50		
D	25	A2		64		
D	26	B2	A			
D	27	B1-2	A			
D	32	B3		63		
D	33	B3		52		
D	34	B3		43		
D	35	B3		44		
E	11	C1-1	A			
E	12	A1				S
E	13	A1			117	

E	14	A1				S
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
E	15	A1			118	
E	17	C1-1	A			
E	20	B2	A			
E	21	C1-2	A			
E	22	A1			119	
E	23	A1			120	
E	24	A1			121	
E	25	A1			122	
E	26	B2	A			
E	27	C1-2	A			
E	32	A1			123	
E	33	A1			124	
E	34	A1			125	
E	35	A1			126	
F	10	A2			131	
F	11	A2			132	
F	12	A2			133	
F	13	A2			134	
F	14	A2			127	
F	15	A2			128	
F	16	A2			129	
F	17	A2			130	
F	20	A2		20		
F	21	A2		21		
F	22	A2		19		
F	23	A2		22		
F	24	A2		65		
F	25	A2		23		
F	26	A2		66		
F	27	A2		24		
F	30	B3		15		
F	31	B3		16		
F	32	B3		17		
F	33	B3		18		
F	34	B3		11		
F	35	B3		12		
F	36	B3		13		
F	37	B3		14		
G	11	C1-1	A			
G	12	B1		59		
G	13	B1		71		
G	14	B1		73		

G	15	B1		72		
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
G	17	C1-1	A			
G	20	B2	A			
G	21	C1-2	A			
G	22	B1		61		
G	23	B1		75		
G	24	B1		58		
G	25	B1		76		
G	26	B2	A			
G	27	C1-2	A			
G	32	B1		74		
G	33	B1		62		
G	34	B1		57		
G	35	B1		60		
H	11	B1	A			
H	12	A2			139	
H	13	A2			140	
H	14	A2			135	
H	15	A2			136	
H	17	B1	A			
H	20	B2	A			
H	21	B1-2	A			
H	22	A2			141	
H	23	A2			142	
H	24	A2			137	
H	25	A2			138	
H	26	B2	A			
H	27	B1-2	A			
H	32	B3		67		
H	33	B3		68		
H	34	B3		69		
H	35	B3		70		
I	10	A2			185	
I	11	A2			186	
I	12	A2			187	
I	13	A2			188	
I	14	A2			196	
I	15	A2			195	
I	16	A2			194	
I	17	A2			193	
I	20	A2			189	
I	21	A2		92		
I	22	A2			190	

I	23	A2		93		
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
I	24	A2			192	
I	25	A2		86		
I	26	A2			191	
I	27	A2		87		
I	30	A2		97		
I	31	A2		96		
I	32	A2		95		
I	33	A2		94		
I	34	A2		88		
I	35	A2		89		
I	36	A2		90		
I	37	A2		91		
J	10	A2			143	
J	11	A2			144	
J	12	A2			145	
J	13	A2				S
J	14	A2			146	
J	15	A2			147	
J	16	A2			148	
J	17	A2			149	
J	20	A2			165	
J	21	A2			166	
J	22	A2			167	
J	23	A2			168	
J	24	A2			169	
J	25	A2			170	
J	26	A2			150	
J	27	A2		85		
J	30	A2		84		
J	31	A2		83		
J	32	A2		82		
J	33	A2		81		
J	34	A2		80		
J	35	A2		79		
J	36	A2		78		
J	37	A2		77		
K	11	C1-1	A			
K	12	B1			151	
K	13	B1			152	
K	14	B1			153	
K	15	B1			154	
K	17	C1-1	A			

K	20	B2	A			
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
K	21	C1-2	A			
K	22	B1			155	
K	23	B1			156	
K	24	B1			157	
K	25	B1			158	
K	26	B2	A			
K	27	C1-2	A			
K	32	B1		126		
K	33	B1		127		
K	34	B1		128		
K	35	B1		129		
L	11	C1-1	A			
L	12	A1			159	
L	13	A1		130		
L	14	A1			162	
L	15	A1		133		
L	17	C1-1	A			
L	20	B2	A			
L	21	C1-2	A			
L	22	A1			160	
L	23	A1		131		
L	24	A1			163	
L	25	A1		134		
L	26	B2	A			
L	27	C1-2	A			
L	32	A1			161	
L	33	A1		132		
L	34	A1			164	
L	35	A1		135		
M	11	B1	A			
M	12	A2			172	
M	13	A2			184	
M	14	A2			171	
M	15	A2			183	
M	17	B1	A			
M	20	B2	A			
M	21	B1-2	A			
M	22	A2		125		
M	23	A2		124		
M	24	A2		123		
M	25	A2		122		
M	26	B2	A			

M	27	B1-2	A			
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
M	32	B3		121		
M	33	B3		120		
M	34	B3		119		
M	35	B3		118		
N	11	C1-1	A			
N	12	B1		114		
N	13	B1		109		
N	14	B1		137		
N	15	B1		136		
N	17	C1-1	A			
N	20	B2	A			
N	21	C1-2	A			
N	22	B1		116		
N	23	B1		117		
N	24	B1		108		
N	25	B1		110		
N	26	B2	A			
N	27	C1-2	A			
N	32	B1		112		
N	33	B1		115		
N	34	B1		111		
N	35	B1		113		
O	11	B1	A			
O	12	A2			200	
O	13	A2			199	
O	14	A2			179	
O	15	A2			180	
O	17	B1	A			
O	20	B2	A			
O	21	B1-2	A			
O	22	A2			198	
O	23	A2			197	
O	24	A2			181	
O	25	A2			182	
O	26	B2	A			
O	27	B1-2	A			
O	32	B3		98		
O	33	B3		99		
O	34	B3		100		
O	35	B3		101		
P	11	C1-1	A			
P	12	A1				S

P	13	A1				S
Building:	Unit No.:	Type:	Attach:	Detach#:	C-port #:	Surface Unassign:
P	14	A1			177	
P	15	A1			178	
P	17	C1-1	A			
P	20	B2	A			
P	21	C1-2	A			
P	22	A1			173	
P	23	A1			174	
P	24	A1			175	
P	25	A1			176	
P	26	B2	A			
P	27	C1-2	A			
P	32	A1		102		
P	33	A1		103		
P	34	A1		104		
P	35	A1		105		

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EXHIBIT "6"
Allocated Interest in Phase 1 Association of Phase 1 Units

The Allocated Interest of each Phase 1 Unit in the Phase 1 Association shall be the Allocated Interest for such Phase 1 Unit as shown on Exhibit "C" attached to the Declaration, multiplied by two (2), with the total Allocated Interests in Phase 1 and the Phase 1 Association equal to the sum of all such Phase 1 Allocated Interests.

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EXHIBIT "7"

Allocated Interest in Phase 2 Association of Phase 2 Units

The Allocated Interest of each Phase 2 Unit in the Phase 2 Association shall be the Allocated Interest for such Phase 2 Unit as shown on Exhibit "C" attached to the Declaration, multiplied by two (2), with the total Allocated Interests in Phase 2 and the Phase 2 Association equal to the sum of all such Phase 2 Allocated Interests.

00585378 Bk01360 Pg01415