

11800080
2/4/2014 4:22:00 PM \$358.00
Book - 10209 Pg - 4721-4773
Gary W. Ott
Recorder, Salt Lake County, UT
KIRTON & McCONKIE
BY: eCASH, DEPUTY - EF 53 P.

When Recorded Return to:
Read R. Hellewell, Esq.
KIRTON & McCONKIE
60 East South Temple, Suite 1800
Salt Lake City, UT 84111-1004

Tax Parcels Identified on Exhibit A hereto

SECOND AMENDMENT AND SIXTH SUPPLEMENT TO MASTER DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
HIGHBURY COMMONS AT LAKE PARK

THIS SECOND AMENDMENT AND SIXTH SUPPLEMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HIGHBURY COMMONS AT LAKE PARK ("Second Amendment") is executed this 3/5th day of January 2104 by HIGHBURY AT LAKE PARK OWNERS COMPANY, a Utah nonprofit corporation (the "Company"), SUBURBAN LAND RESERVE, INC., a Utah corporation ("Declarant"), and certain other parties hereinafter identified in contemplation of the following facts and circumstances:

A. The MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HIGHBURY COMMONS AT LAKE PARK dated September 26, 2006 was recorded October 6, 2006 as Entry No. 9868362 in Book 9362 beginning at Page 804 in the official records of the Salt Lake County Recorder, State of Utah (the "Declaration").

B. The Declaration has been supplemented by the annexation of additional real property pursuant to that certain FIRST SUPPLEMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HIGHBURY COMMONS AT LAKE PARK, dated September 21, 2007, which was recorded September 21, 2007 as Entry No. 10229748 in Book 9518 beginning at Page 149 in the official records of the Salt Lake County Recorder, State of Utah (the "First Supplement"); that certain SECOND SUPPLEMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HIGHBURY COMMONS AT LAKE PARK, dated September 29, 2008, which was recorded September 30, 2008 as Entry No. 10530895 in Book 9646 beginning at Page 9423 in the official records of the Salt Lake County Recorder, State of Utah (the "Second Supplement"); that certain THIRD SUPPLEMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HIGHBURY COMMONS AT LAKE PARK, dated July 2, 2009, which was recorded September 2, 2009, as Entry No. 10790212 in Book 9760 beginning at Page 2610 in the official records of the Salt Lake County Recorder, State of Utah (the "Third Supplement"), that certain FOURTH SUPPLEMENT TO MASTER DECLARATION OF

EASEMENTS, COVENANTS AND RESTRICTIONS FOR Highbury Commons at Lake Park, dated July 2, 2009, which was recorded September 2, 2009, as Entry No. 10790237 in Book 9760 beginning at Page 2752 in the official records of the Salt Lake County Recorder, State of Utah (the "Fourth Supplement"), and that certain FIFTH SUPPLEMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR Highbury Commons at Lake Park, dated January 12, 2011, which was recorded January 13, 2011, as Entry No. 11115952 in Book 9898 beginning at Page 2381 in the official records of the Salt Lake County Recorder, State of Utah (the "Fifth Supplement", and together with the First Supplement, the Second Supplement, the Third Supplement, and the Fourth Supplement, the "Supplements").

C. The Declaration has been amended pursuant to that certain FIRST AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR Highbury Commons at Lake Park, dated June 22, 2011, which was recorded June 27, 2011, as Entry No. 11204026 in Book 9933 beginning at Page 947 in the official records of the Salt Lake County Recorder, State of Utah (the "First Amendment").

D. The Declaration, as amended by the First Amendment (which removed that portion of the original property which is now known as Highbury Centre, a Commercial Subdivision, according to the official plat thereof recorded June 27, 2011, as Entry No. 11203903, in Book 9933 at Page 377 in the official records of the Salt Lake County Recorder's Office, State of Utah), and supplemented by the Supplements, constitutes easements, covenants and restrictions which encumber certain real property described in the Declaration and in the Supplements (collectively, the "Property"), which is located in Salt Lake County, State of Utah, and which is described on Exhibit A, which is attached hereto and incorporated herein by this reference.

E. As evidenced by that certain Assignment of Declarant's Rights (Highbury Commons at Lake Park) dated December 28, 2009 and recorded December 29, 2009 as Entry No. 10869040 in Book 9792 beginning at Page 7969 in the official records of the Salt Lake County Recorder, State of Utah, Declarant, Suburban Land Reserve, Inc., is the successor in interest by deed and by merger, to Zions Securities Corporation, a Utah corporation, which is the original Declarant named in the Declaration, and as such successor, Suburban Land Reserve, Inc. holds all rights of the "Declarant" under the Declaration.

F. The parties to this Second Amendment are authorized under the Declaration to execute this Second Amendment to the Declaration as set forth herein or are otherwise an appropriate party to execute this Second Amendment for the purposes herein set forth.

G. In compliance with the provisions of the Declaration and under appropriate legal rights as the owner of real property which is the subject of this Second Amendment, the Company, Declarant and each of the other parties who names appear hereon, do each hereby execute this Second Amendment and authorize same to be recorded in the official records of Salt Lake County, State of Utah, for the purpose of amending and supplementing the Declaration.

H. The Declaration provides procedures for the adoption, execution and recordation of amendments and supplements to the Declaration and this Second Amendment has been adopted, executed and recorded in accordance with such procedures.

I. In compliance with such procedures, the Company and Declarant hereby execute and intend to record this Second Amendment for the purpose of amending and supplementing the Declaration.

NOW, THEREFORE, the Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park is hereby amended and supplemented in accordance with the provisions of this Second Amendment as follows:

1. Defined Terms. A term which is used as a defined term in this Second Amendment, but that is not herein defined, shall have the meaning set forth in the Declaration.

2. Compliance with Procedures. As required by Section 11.2 of the Declaration, this Second Amendment has been approved upon the affirmative vote of a majority of the total votes of the Owners, as determined in accordance with Section 4.3 of the Declaration at a meeting of the Members. The execution of this Second Amendment by an officer of the Company shall constitute certification that such vote of the Owners has been properly taken in accordance with applicable procedures.

3. Name of Project. The name of the Project that shall be subject to the Declaration, as amended and supplemented hereby, shall be known as **HIGHBURY AT LAKE PARK**. As the context shall require, references to the Project as either Highbury Commons at Lake Park or Highbury at Lake Park shall be deemed to refer to the Project which is the subject of the Declaration.

4. Additional Property Under Declaration. Each respective party identified on its signature page as a "Owner" of the real property described on Exhibit B, which is attached hereto and incorporated by this reference, does hereby declare that such real property was and is intended to be encumbered by and subject to the Declaration and, therefore, each such Owner does agree with respect to the real property owned by it, that such property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements, covenants, conditions and restrictions set forth in the Declaration and that such easements, covenants, conditions and restrictions shall run with title to such real property, and all portions thereof, and shall be binding upon all parties having or acquiring any right, title or interest in and to all or any portion of such real property, and the respective heirs, successors and assigns of such parties.

5. Procedures to Supplement Declaration. As provided in Article IX of the Declaration, Declarant, when joined by the owner of the real property to be annexed if Declarant is not such owner, has the right to annex additional real property which shall become subject to the Declaration by the recordation of a supplemental declaration in the office of the County Recorder of Salt Lake County, State of Utah. Declarant and the owner of the real property to be annexed, may exercise such right of annexation without the consent or signature of any other party. All of the real property described on Exhibit B is owned by either Declarant or a party

which has executed this Second Amendment as an “Owner.” The real property described on Exhibit B is contiguous with real property which is subject to the Declaration. By this Second Amendment, Declarant and the applicable Owner, for the real property owned by it, intend to annex the additional real property described on Exhibit B to the Declaration and to cause said real property to be subject to the Declaration.

6. Townhomes Subject to Declaration. The real property described on Exhibit C, which is attached hereto and incorporated by this reference, is subject to that certain Neighborhood Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Townhomes at Highbury Commons, a part of the expandable Highbury Commons at Lake Park planned development, dated November 20, 2007 and recorded November 21, 2007 as Entry No. 10281365 in Book 9539 beginning at Page 7873 in the official records of the Salt Lake County Recorder, State of Utah (the “Townhome Declaration”). The Townhome Declaration specifically states that the real property described on Exhibit C is “subject to and bound by” the Declaration. By its execution of this Second Amendment, Ivory Development, LLC, a Utah limited liability company, the “Declarant” under the Townhome Declaration, and the Townhomes at Highbury Commons Association, which is the association of owners for The Townhomes at Highbury Commons, confirms the intent, which was and is evidenced by the provisions of the Townhome Declaration, that the real property described on Exhibit C is and is to be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements, covenants, conditions and restrictions set forth in the Declaration and that such easements, covenants, conditions and restrictions shall run with title to such real property and all portions thereof and shall be binding upon all parties having or acquiring any right, title or interest in and to all or any portion of such real property, and the respective heirs, successors and assigns of such parties.

7. Amendment to Article I. Article I is hereby amended to insert the following definitions in place of definitions with corresponding numbers which exist in the Declaration as originally recorded:

1.12 Declarant shall mean Suburban Land Reserve, Inc., a Utah corporation.

1.24 Member or Members shall mean those parties which shall be Owners of real property within the Project and all such Owners shall have the right to participate in meetings of the Association; provided, however, that the right to vote upon decisions made by the Company in accordance with procedures set forth in this Declaration shall be exercised by their applicable Neighborhood Representative through their Neighborhood Association. To the extent that a Neighborhood Association or Neighborhood Representative shall not then be established or designated in accordance with the provisions of this Declaration, then such Member may cast its vote.

1.33 Project shall mean the Property, together with the Improvements, the Maintenance Areas, the Common Facilities and the Landscaping which are

now located upon, or may in the future be located upon, the Property and which shall collectively be commonly known as Highbury at Lake Park.

Article I is hereby further amended to insert the following additional definitions:

1.49 Arbor Square Footage shall mean the square footage contained within Lot 3, Highbury Commons at Lake Park, a subdivision, according to the official plat thereof recorded July 5, 2006, as Entry No. 9774083 in Book 002006P at Page 185 in the official records of the Salt Lake County Recorder, State of Utah.

1.50 Arbor Square Project shall mean the multifamily development which is commonly known as Arbor Square, located on Lot 3, Highbury Commons at Lake Park, a subdivision, according to the official plat thereof recorded July 5, 2006, as Entry No. 9774083 in Book 002006P at Page 185 in the official records of the Salt Lake County Recorder, State of Utah.

1.51 Neighborhood Representative shall mean the person designated to act on behalf of all Members of a Neighborhood Association who shall be appointed and authorized to act as set forth in Section 4.1.1.4.

1.52 Residential Unit shall mean a Unit being used or, upon construction or occupancy, to be used for residential purposes without regard to whether such use is imposed by law, by agreement, by the Owner of the Parcel upon which such Unit is located or otherwise.

1.53 Waterways shall mean those portions of the Property, which shall be designated on the Site Plan for use as (i) canals, channels, streams, ditches and other courses for the flow of water, together with any and all banks, shoreline and beds within the boundaries of the Waterways as shown on the Site Plan, (ii) lakes, ponds, pools, basins, reservoirs or other areas for the accumulation and/or retention of water, together with any and all banks, shoreline and beds within the boundaries of the Waterways as shown on the Site Plan, and (iii) any and all culverts, headgates, pipes, water control structures, drains, aeration equipment, measuring or regulatory devices, weirs, pumps, dams or any other equipment of whatever description which shall be used to direct, control, measure or otherwise determine and/or maintain the level and flow of water within the areas of the Project which comprise the Waterways.

1.54 Waterways Agreements shall mean specific agreements described in Section 5.2 pursuant to which Waterways will be developed, owned and maintained.

1.55 WVC Surplus Parcel shall mean Lot 2, Highbury Commons at Lake Park, a subdivision, according to the official plat thereof recorded July 5,

2006, as Entry No. 9774083 in Book 002006P at Page 185 in the official records of the Salt Lake County Recorder, State of Utah.

1.55 WVC Surplus Square Footage shall mean the square footage included within the WVC Surplus Parcel that is subject to payment of a portion of Common Expenses in accordance with the provisions of the Contribution Agreement between Utah WVC Surplus Property, L.L.C., a Utah limited liability company (“WVC Surplus”), and Declarant dated to be effective as of October 23, 2006 (the “WVC Surplus Contribution Agreement”).

8. Revised Site Plan. Pursuant to rights reserved to Declarant in Section 2.4 of the Declaration, there is attached hereto and incorporated herein by this reference as Exhibit D, a revised Site Plan captioned “Site Plan, Exhibit “C” to Master Declaration for Highbury at Lake Park.” From and after the date of the recording of this Second Amendment, the Site Plan which is attached hereto shall, for all purposes thereafter, constitute the Site Plan referred to in this Declaration.

9. Amendment to Section 3.12. The following is added to the text of Section 3.12 of the Declaration:

The only signs that shall be permitted to be installed on a Residential Parcel shall be permanent signs used for the identification of an area or neighborhood. No commercial signs, flags or other devices of any nature shall be permitted on any Residential Parcel; provided, however, that nothing contained herein shall be construed to prohibit display of any official flag of any country or state. Partisan or non-partisan political signs shall be permitted for sixty (60) days prior and thirty (30) days after the date of the election or the specific political event which is the subject of such sign. Nothing contained herein shall be construed to prohibit the installation and maintenance of Project Signs, directional or other traffic signs, nor the temporary installation of signs advertising the leasing, sale or disposition of a Parcel or a portion of Improvements which have been constructed thereon. Any sign permitted pursuant to this section shall not exceed 576 square inches and, unless otherwise specifically provided herein, all signs shall be approved by the Design Review Board in accordance with the procedures set forth herein. The provisions of this Section 3.12 shall not be applicable to (i) a Commercial Parcel, (ii) to commercial uses conducted on a mixed-use Parcel deemed to be a Residential Parcel pursuant to the definition set forth in Section 1.36, or (iii) to signs, banners or other media used in the advertising, leasing or other promotion of a multifamily residential apartment project being operated as “for rent” or “for lease” residential Units.

10. Amendment to Section 4.1.1. Section 4.1.1 of the Declaration is hereby deleted in its entirety and the following is substituted in place thereof:

4.1.1. Neighborhood Associations. A “Neighborhood Association” shall be (i) a separate condominium or owners association organized to administer

covenants, conditions and/or restrictions applicable to a specified geographic area of the Project designated by the Company to be a Neighborhood Association, (ii) a combination of such separate associations designated by the Company to be a Neighborhood Association, or (iii) a geographic area within the Development designated by the Company to be a Neighborhood Association, all as permitted by this Section 4.1. A Neighborhood Association need not be a legal entity under the laws of the State of Utah and may be organized in any manner selected by either party organizing such association or the persons or parties within the boundary of such association. A Neighborhood Association may be organized or designated by (i) an Owner of a Parcel if such Parcel is the only real property to be included within such association, (ii) Declarant, or (iii) the Company. Nothing in this Declaration requires the creation of a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Company. Notwithstanding the forgoing, no Residential Parcel, including a mixed-use Parcel defined as a Residential Parcel pursuant to Section 1.36 which includes more than eight (8) Units, shall be required to become part of a Neighborhood Association which includes a Parcel of Parcels owned by parties other than the Owner of such Parcel, without the express written consent of the Owner(s) of the subject Parcel.

4.1.1.1 Formation by Others. The party organizing an association shall be solely responsible for the structure and formation of such association. A party organizing an association which is to be designated as Neighborhood Association pursuant to this Declaration shall be responsible to notify the Company of the existence of such association and the boundaries thereof. Nothing contained herein shall be construed to obligate Declarant or the Company to organize, designate or maintain the continued existence of Neighborhood Association. Notice of any dissolution of a Neighborhood Association shall also be provided to the Company.

4.1.1.2 Formation by Company. The Company shall have the right, from time to time and in its discretion, to establish one or more Neighborhood Associations for the purpose of enhancing the efficient administration of the Company and the implementation of the provisions of this Declaration by establishing procedures for (i) casting of vote on issues to be determined by a vote upon of the Members, including without limitation, the election of the management of the Neighborhood Association and approval of budgets and Assessments, (ii) payment and collection of Assessments, (iii) notification of Members, and (iv) other matters reasonably related to the administration of the Project. To the extent feasible, Neighborhood Associations designated by the Company shall be organized so that the Members and boundaries of a Neighborhood Association coincide with the Members and boundaries of one or more associations formed by others within the Project for the administration or management of specific lots, homes or other dwelling units or commercial property being managed or maintained in common. Nothing contained herein shall be construed to preclude the Company from combining more than one existing association not managed by the Company into one

Neighborhood Association, if the Company determines that the administration of the Project, the management of the Company and/or the performance of the Company's obligations under the Declaration can be effectively administered through the formation of such Neighborhood Association. The Company shall also have the right to designate commercial parcels to be a Neighborhood Association even if common ownership is not maintained. The Company shall also have the unilateral right to dissolve any Neighborhood Association originally designated or organized by the Company.

4.1.1.3 Notice of Formation. Upon designation or formation of a Neighborhood Association by the Company, notice of the existence of such Neighborhood Association shall be provided to the Owners of all real property within such Neighborhood Association. Such notice shall be delivered as required by Section 11.1 of this Declaration to all parties who shall be Owners of such property as of the date of the formation of the Neighborhood Association. All future Owners of property shall be deemed to have constructive notice of such association to the extent notice of the existence of same shall be recorded with the Salt Lake County Recorder as of the date of the acquisition of property by such Owner. A notice of the designation of a Neighborhood Association may be recorded with the Salt Lake County Recorder and no Owner shall have the right to object to the recording of such notice of formation.

4.1.1.4 Designation of Representative. Each Neighborhood Association shall have a representative of the association (a "Neighborhood Representative") designated and authorized to act on behalf of the Neighborhood Association and its Members in all matters related to the administration of the Project, including without limitation, the right to cast all votes of the Members who comprise the Neighborhood Association on any and all matters submitted to a vote of Members. In the event that the Neighborhood Association is organized in such manner that a president or other chief executive officer, however denominated, has been elected, appointed or otherwise authorized to act for and on behalf of such Neighborhood Association (herein the "President"), then the President shall be the designated representative of the Neighborhood Association. If no President or other presiding administrative officer has been duly chosen by a Neighborhood Association, then each such Neighborhood Association shall designate a Neighborhood Representative to act on behalf of the Neighborhood Association and its Members in all matters related to the administration of the Project, including without limitation, the right to cast all votes of the Members who comprise the Neighborhood Association. Such designation shall be made pursuant to a method adopted by the Neighborhood Association and the Company shall have no duty to inquire as to the nature of or the implementation of the process for such designation. Written notification of the name and contact information for the Neighborhood Representative shall be delivered to the Company and the Company shall be permitted to rely on the designation of such Neighborhood Representative until such designation is revoked. Such revocation shall be effective only upon the Company's receipt of written notice of the

appointment of a replacement representative. A Neighborhood Representative shall be either (i) an Owner of a Parcel located within the boundary of the applicable Neighborhood Association, or (ii) an officer or employee of the management company contracted to manage the real property within the boundaries of the applicable Neighborhood Association. Any Neighborhood Representative shall be permitted to participate at meetings of the Association as if such party were a Member

4.1.1.5 Notice to Members Through Representative. Each Neighborhood Association shall provide the Company with an electronic copy of a list of the names and addresses of all Members of the Neighborhood Association. Such list shall be provided at least annually to the Company and the Company shall have the right to request, and the Neighborhood Association shall provide an updated list in the event the Company determines that notice should be sent to all Members. Except with respect to a notice of the intent to amend the Declaration (which must be given by the Company directly to Members as required by the Declaration), notice to a Neighborhood Representative delivered pursuant to procedures set forth in Section 11.1 shall constitute notice to all Members who are part of such Neighborhood Association provided that (i) the notice is delivered in a manner authorized by the Declaration, and (ii) such notice is delivered not more than ninety (90) or less than thirty (30) days prior to the date of the action for which such notice was given. Such notice requirement is intended to permit each Neighborhood Representative adequate time to address matters set forth in the notice with the Members within the Neighborhood Association.

4.1.1.6 Duty of Neighborhood Association. Each Neighborhood Association shall establish procedures which shall (i) permit the Members within such Association to be advised of matters pending before the Company as disclosed by notices received from the Company, (ii) provide a forum for discussion of pending matters, and (iii) provide a mechanism whereby the Neighborhood Representative of the Neighborhood Association can be instructed on how to act on behalf of the Members of the Neighborhood Association. To the extent a Neighborhood Association shall fail to provide such mechanism, the Company may, but is not required to, establish such procedures.

4.1.1.7 Performance by Company. The performance of any obligation of the Company under the Declaration, including obligations with respect to the levy and collection of Assessments set forth in Article VI, to a Neighborhood Association through its designated Neighborhood Representative, shall be conclusively deemed to be performance of such obligation as to each and every Member which is part of that Neighborhood Association.

11. Amendment to Section 4.4. Section 4.4 of the Declaration is hereby deleted in its entirety and the following is substituted in place thereof:

4.4 Voting. All voting rights of Members shall be exercised in accordance with the provisions of this Section 4.4. Any use of the phrase "entitled to vote," "vote upon" or any other phrase of similar meaning, shall be construed to mean the exercise of such rights in accordance with procedures set forth in this Section 4.4. Each Member shall be entitled to vote on all matters brought before the Members for a vote thereon in accordance with the procedures set forth in this section; provided, however, that in the event a Member is at the time of such vote a member of a Neighborhood Association, then the vote of such Member shall be cast by the Neighborhood Representative of such association. No Member shall be denied the right to exercise its right to vote or participate in any meeting of the Members solely because of the failure of said Member to pay Assessments levied against such Member's Parcel. Any Member shall be entitled to attend and participate in any meeting of the Members even though such Member's vote may only be cast by such Member's Neighborhood Representative. Any reference to the casting of votes shall be deemed to include votes cast by a Neighborhood Representative and votes cast by a Neighborhood Representative shall be deemed to have been cast by all Members of the applicable Neighborhood Association. A Neighborhood Representative may divide votes authorized to be cast by such Neighborhood Representative pursuant to this Declaration as authorized by procedures established by the Neighborhood Association which govern the casting of such votes. Therefore, a Neighborhood Representative may cast votes both in favor of and against a given matter. No such voting by a Neighborhood Representative shall be deemed to constitute fractional voting. Unless otherwise specifically provided, a majority of the votes present, in person (either individually or as held by a Neighborhood Representative) or by proxy, and entitled to vote on any matter before the Company, shall be required to approve such matter. With Class "C" Membership, the total votes which may be cast upon any vote shall exceed one hundred. Any Owner may, by written notice to the Company and its Neighborhood Association, transfer its voting rights to its Mortgagee or to the Occupant of such Owner's Parcel; provided, however, that where applicable, such vote may still only be cast through the Neighborhood Association. Such transfer shall be effective until notice of revocation of such transfer signed by said Owner shall be received by the Company and its Neighborhood Association. No such transfer shall relieve an Owner of any obligation under this Declaration. The Company shall have no obligation to determine if any such transfer is in effect within a Neighborhood Association.

12. Amendment to Section 4.6. The following is added to the text of Section 4.6 of the Declaration:

The vote of any Member who is part of a Neighborhood Association shall be cast with the Company only by the Neighborhood Representative. The Neighborhood Representative may cast any combination of yea votes and nay votes as authorized, so long as the total votes cast by such Neighborhood Representative does not exceed the total votes of the Members within such Neighborhood

Association. Votes cast by a Neighborhood Representative shall be deemed properly cast. The Company shall have no duty, express or implied, to establish, review, monitor, oversee or otherwise be responsible for procedures implemented by a Neighborhood Association related to the giving of notice, conduct of meetings or the casting of votes. Actions taken by a Neighborhood Representative shall be conclusively deemed by the Company to be authorized by the Members of the applicable Neighborhood Association.

13. Amendment to Section 4.7. The following is added to the text of Section 4.7 of the Declaration:

Any Neighborhood Representative shall be entitled to attend and participate in any meeting of the Company, including without limitation, the casting of votes of Members within the Neighborhood Association so represented. The attendance of a Neighborhood Representative at a meeting shall be deemed to be the attendance of every Member of the Neighborhood Association of the applicable Neighborhood Representative. A Neighborhood Representative from the Arbor Square Project shall be permitted to participate at meetings of the Company, provided, that such person shall not be entitled to vote on matters otherwise voted on by Members.

14. Amendment to Section 4.8. The following is deleted from the text of Section 4.8 of the Declaration:

The initial Board shall be comprised of seven (7) Trustees, up to two (2) of whom may be appointed (without imposing any obligation on Declarant to make such appointments) from among the Owners of Commercial Parcels and five (5) of whom may be appointed (without imposing any obligation on Declarant to make such appointments) from among the Owners of Residential Parcels.

15. Amendment to Section 6.1. The following is deleted from the text of Section 6.1 of the Declaration:

Assessments shall commence upon the date of the recording of this Declaration; provided, however, that no Assessments shall be levied for, nor shall any Common Expenses be incurred for any portion of the Project for which construction and/or installation of Improvement or Landscaping required to be completed by Declaration have not been so completed.

The following is inserted in place of the foregoing deleted provision:

Commencing January 1, 2013, all Property, including all Commercial Parcels and all Residential Parcels, which are subject to this Declaration shall be subject to the payment of Assessments, unless a Parcel has been specifically excluded from the obligation to pay Assessments by an amendment or supplement to this Declaration which has been or is signed by parties authorized to grant such

exclusion and recorded in the office of the Salt Lake County Recorder, State of Utah.

16. Additional Amendment to Section 6.1. The following subsections are added to Section 6.1 of the Declaration:

6.1.1 Payment Through Neighborhood Associations. In any instance where there shall exist a Neighborhood Association and such association shall levy and collect assessments from its owners or Members for matters related to the ownership and/or maintenance of real property which is subject to this Declaration, the Company shall have the right to levy Assessments through the Neighborhood Association including a summary statement showing the total amount due from all Members of such Neighborhood Association. Any levy through a Neighborhood Association shall include sufficient detail to permit each Member to know the amount being assessed to the Members of the Neighborhood Association; provided, however, that it shall be the decision of the Neighborhood Association as to what information regarding Assessments is delivered to Members. The Company shall be responsible only to deliver information to the Neighborhood Association through its Neighborhood Representative and any notice of the levy of an Assessment delivered to a Neighborhood Association through its Neighborhood Representative shall be conclusively deemed to constitute notice of such assessment to every Owner of a Parcel within the boundaries of such Neighborhood Association. The Company shall also have the right to elect to not levy and collect Assessments through the Neighborhood Association, and in such instances, the Company shall send notice of Assessments to and collect Assessments directly from Members.

6.1.2 Collection and Remittance by Association. In instances where the Company shall elect to levy Assessments through the Neighborhood Association, the Neighborhood Association shall collect Assessments from the Members of the Company within such association and shall remit same to the Company. Each Neighborhood Association shall be permitted to bill and collect Assessments from its Members in accordance with procedures established by such Neighborhood Association provided that such Assessments are remitted to the Company when due.

6.1.3 Agreements for Payment. The Company shall have the right to enter into contracts for payment of Assessments as necessary or desirable for the equitable administration of the Project and payment of costs and expenses incurred in the maintenance of the Project and the performance of the duties of the Company. Such agreements may be with Owners, Neighborhood Associations or other associations of owners formed to maintain real property within the Project.

6.1.4 Delivery of Budgets and Assessment Information. In any instance where the Company shall elect to levy Assessments through the Neighborhood Association, then the delivery to such Neighborhood Association

through its Neighborhood Representative of an Annual Budget, Service Area Budget, notice of the amount of Assessments or any other documents or information to be delivered to an Owner pursuant to the provisions of Article VI of this Declaration, shall be conclusively deemed to be delivered to each respective Owner which is a member of or whose real property lies within the boundary of such Neighborhood Association. Any Owner may request from the Company and obtain, at such Owner's expense, a copy of any documents related to Assessments levied pursuant to Article VI of this Declaration.

6.1.5 Interpretation of Provisions. Each and every provision of this Article VI shall be construed to give the Company the right to deal directly with a Neighborhood Association in lieu of individual Members in all matters related to the levy and collection of Assessments. No such interpretation shall be construed to diminish the Company's right to collect unpaid Assessments directly from an Owner failing to pay same, including the recording of a lien on the Parcel of a non-paying Owner. Any notice of Assessment or any notice related to the levy of an Assessment of any kind shall be deemed delivered to a Member if such notice shall have been provided to the Neighborhood Association of which such Member is a part. Each Neighborhood Association shall take such actions as shall be required to advise the Members within such association of all matters related to the levy and collection of Assessments as set forth in this Article VI. The provisions of Article VI shall be construed broadly to give effect to the use of Neighborhood Associations to facilitate the notification of the levy of an Assessment and the collection of said Assessments.

17. Amendment to Section 6.2. The following is added to the end of the text of Section 6.2 of the Declaration:

To the extent this Declaration sets forth a specific allocation of Assessments levied for payment of Common Expenses, the provisions of this Declaration shall govern and any such specific allocation may be changed only by an amendment to this Declaration.

18. Additional Amendment to Section 6.2. The following provisions are added to Section 6.2:

6.2.1 Allocation Between Properties. The total of all Common Expenses, including all expenses of the Company, shall be apportioned by the Board between Residential Parcels and Commercial Parcels located within the Project; provided, however that such allocation may be adjusted by the Board as necessary to address any extraordinary burdens and benefits applicable to such property designations and the use of such properties. Such allocation shall then be utilized in the levy of Assessments pursuant to Article VI. For the purpose of the allocation and payment of Assessments, Property within the Project that is subject to the payment of Assessments shall be designated as either a Residential Parcel or Commercial Parcels as reasonably determined by the Board based on

acreage within legal descriptions and subdivision plats applicable to such Property. To the extent Property is not actually being used for either commercial or residential purposes, the Board shall designate the Property as a Commercial Parcel or a Residential Parcel based on its intended use as reasonably determined at the time of such designation. The square footage of Property which is subject to the Declaration, but which is not subject to the payment of Assessments shall not be included for the purpose of the allocation of Assessments between Commercial Parcels and Residential Parcels. For the purpose of calculating and allocating Assessments, the WVC Surplus Square Footage shall be included as a Commercial Parcel, the Arbor Square Footage shall be included as a Residential Parcel and the number of residential units which are part of the Arbor Square Project shall be included in the number of Residential Units for all purposes.

6.2.2 Computation and Allocation of Assessments. The General Assessment for the payment Common Expenses shall be made based upon the provisions of this Section 6.2.2 and its subsections. For purposes of this Section 6.2.2, the square footage within a subdivision plat, lot or Parcel, as applicable, shall be the gross square footage which is the subject of the plat, divided by the number of lots or Parcels within the plat without adjustment for streets, sidewalks, common areas or other areas within the boundary description of the plat, but which are not part of a legal lot.

6.2.2.1 Base Residential Assessment. The Board shall annually set an annual "Unit Base Rate" of Assessments which shall be applicable to each Unit used for residential purposes (each a "Residential Unit") constructed or deemed to be constructed within the Project. [For example, the Unit Base Rate set by the Board for 2012 was Twenty Four Dollars (\$24.00) per Residential Unit.]. The Unit Base Rate shall be applicable to and the same for every Residential Unit in the Project. The product obtained by multiplying the Unit Base Rate times the total number of Residential Units in the Project, shall be the "Total Base Residential Assessment." The total Residential Units shall include the units which are part of the Arbor Square Project. Any Residential Unit that is or has ever been occupied for residential purposes shall be a Residential Unit. For any Parcel which is the real property described in a subdivision plat that has been recorded in the official records of the Salt Lake County Recorder, State of Utah, which contemplates the construction and occupancy of one to four Residential Units on each platted lot, the total number of Residential Units intended to be constructed on such lot shall be included in the total number of Residential Units from and after the date that the first residence upon any lot in the subdivision is either occupied or a certificate of occupancy has been issued by the City which permits such occupancy. In such circumstance, the number of Residential Units shall be determined based on zoning density applicable to the subdivision plat and without regard to whether all such Residential Units have been constructed. For any Parcel being used or intended to be used for multifamily residential use, all Residential Units in a multifamily building shall be included in the total number of Residential Units when the first Unit in such

building is either occupied or a certificate of occupancy has been issued for a Unit by the City which permits such occupancy.

6.2.2.2 Adjusted Assessment. The amount of the Total Base Residential Assessment shall be subtracted from the total of the Adjusted Common Expenses determined in accordance with Section 6.4 and the remainder shall be the "Total Square Footage Assessment."

6.2.2.3 Allocation of Adjusted Assessment. The Total Square Footage Assessment shall be assessed against all Commercial Parcels and all Residential Parcels based on the Parcel Footage contained in each individual Parcel. Allocation of the proportionate share of the Total Square Footage Assessment to be paid by each Residential Parcel and Commercial Parcel shall be made by dividing the total Parcel Footage within each Parcel by the total Parcel Footage in the Project which is subject to the payment of Assessments (the "Total Project Parcel Footage") and the quotient obtained, expressed as a percentage, shall be the "Parcel Percentage." The amount obtained by multiplying the Total Square Footage Assessment by the Parcel Percentage for each respective Parcel shall be the "Base Assessment" to be levied against and paid by the Owner of that Parcel.

6.2.2.4 Assessment for Commercial Parcels. The amount of the General Assessment for each Commercial Parcel shall be the Base Assessment applicable to that Parcel.

6.2.2.5 Assessments for Residential Parcels. The amount of the General Assessment for each Residential Parcel shall be the total of (i) the Base Assessment applicable to that Parcel, plus (ii) the Unit Base Rate applicable to that Parcel.

6.2.2.6 Allocation to Neighborhoods. To the extent a Residential Unit is part of a Neighborhood Association, the Company may allocate and levy Assessments for Residential Property to an entire Neighborhood to the extent such allocation and levy shall facilitate collection of same.

6.2.2.7 Assessments for Arbor Square. The amount of the Assessments which would have been applicable to the Arbor Square Project if the real property upon which the Arbor Square Project is located were subject to this Declaration, calculated in accordance with the foregoing provisions of this Section 6.2, shall be billed to and collected from the Arbor Square Project using provisions applicable to a Neighborhood Association and pursuant to that certain Cost Sharing Agreement between the Company and the Arbor Square Homeowners Association, a Utah non-profit corporation, dated July 30, 2010 (the "Cost Sharing Agreement"). To the extent that the Arbor Square Homeowners Association shall fail or refuse to pay amounts agreed to be paid pursuant to the Cost Sharing Agreement, the Assessments to be apportioned and calculated

pursuant to this Section 6.2 shall be apportioned and calculated without the inclusion of either the square footage of lot upon which the Arbor Square Project is located or the number of residential units which are part of the Arbor Square Project. To the extent that the Arbor Square Homeowners Association shall fail or refuse to pay amounts agreed to be paid pursuant to the Cost Sharing Agreement, the Company may levy a Supplemental Assessment to accommodate shortfalls resulting from such non-payment or include the shortfall in Assessments for a subsequent year. To the extent the Board determines that the Arbor Square Homeowners Association is unlikely to pay amounts agreed to be paid pursuant to the Cost Sharing Agreement, the Board may elect to apportion and calculate Assessments pursuant to this Section 6.2 without the inclusion of the Arbor Square Project and then retroactively appropriately credit amounts actually received by the Company pursuant to the Cost Sharing Agreement.

6.2.2.6 Assessments for WVC Surplus. The amount of the Assessments which would have been applicable to the WVC Surplus Parcel if the WVC Surplus Parcel were subject to this Declaration, calculated in accordance with the foregoing provisions of this Section 6.2, shall be billed to and collected from the Owner or Owners of the WVC Surplus Parcel using provisions applicable to a Neighborhood Association and pursuant to that certain WVC Surplus Contribution Agreement. To the extent that the Owner or Owners of the WVC Surplus Parcel shall fail or refuse to pay amounts agreed to be paid pursuant to the WVC Surplus Contribution Agreement, the Assessments to be apportioned and calculated pursuant to this Section 6.2 shall be apportioned and calculated without the inclusion of the WVC Surplus Square Footage. To the extent that the Owner or Owners of the WVC Surplus Parcel shall fail or refuse to pay amounts agreed to be paid pursuant to the WVC Surplus Contribution Agreement, the Company may levy a Supplemental Assessment to accommodate shortfalls resulting from such non-payment or include the shortfall in Assessments for a subsequent year. To the extent the Board determines that the Owner or Owners of the WVC Surplus Parcel are unlikely to pay amounts agreed to be paid pursuant to the WVC Surplus Contribution Agreement, the Board may elect to apportion and calculate Assessments pursuant to this Section 6.2 without the inclusion of the WVC Surplus Square Footage and then retroactively appropriately credit amounts actually received by the Company pursuant to the WVC Surplus Contribution Agreement.

19. Amendment to Section 6.3. The following is added to the end of the text of Section 6.3 of the Declaration:

For the purpose of the Annual Budget to be prepared pursuant to this Section 6.3, the amount of Common Expenses used in such preparation shall be the amount adjusted as provided in Section 6.4 below.

20. Amendment to Section 6.4. The following sentence is deleted from the text of Section 6.4 of the Declaration:

All Common Expenses shall be paid through an annual general Assessment to all Owners.

The following is inserted in place of the foregoing deleted provision:

Subject to adjustments set forth in Sections 6.4.1, 6.4.2 and 6.4.3, below, all Common Expenses, as so adjusted, shall be paid through an annual general Assessment to all Owners. In the calculation of General Assessments to be levied in accordance with the provisions of this Declaration, references to “Common Expenses” shall be construed to mean Common Expenses as adjusted pursuant to this Section 6.4 and shall sometimes be referred to herein as the “Adjusted Common Expenses.”

The following provisions are added to Section 6.4:

6.4.1 Waterways Maintenance Reimbursement. A portion of costs and expenses incurred by the Company in the maintenance of the Project shall be costs and expenses incurred in the maintenance of the Waterways performed pursuant to agreements between the Company and the City (collectively, the “Waterway Maintenance Agreement”). Amounts received by the Company from the City pursuant to the Waterway Maintenance Agreement shall be deducted from Common Expenses prior to the calculation of the General Assessment.

6.4.2 Commercial Subdivision Reimbursement. Each owner of a subdivision lot within Highbury Centre, a commercial shopping center, is obligated to make a fixed contribution to costs and expenses incurred in maintain common areas in the Project pursuant to that certain Operation and Easement Agreement dated June 30, 2012 and recorded June 30, 2012 as Entry No. 11206156 in Book 9934 beginning at Page 355 of the official records of the Salt Lake County Recorder, State of Utah (the “OEA”). The total of such payments is defined as the “Development Assessment” in the OEA. Amounts received by the Company as payment of the Development Assessment pursuant to the OEA shall be deducted from Common Expenses prior to the calculation of the General Assessment.

6.4.3 Granite Reimbursement. The Fifth Supplement provides that the Parcel defined therein as the “Supplemental Property” (herein the “North Granite Parcel”) shall not be subject to the payment of Assessments so long as the North Granite Parcel shall be used as a public school site as specifically set forth in the Fifth Supplement. Concurrently with the annexation of North Granite Parcel, a sinking fund to be used to offset the payment of Assessments which would have been paid by Owner of the North Granite Parcel was established with the Company pursuant to instructions from Declarant to the Company dated January 28, 2011 (the “Granite Parcel Fund”). Amounts disbursed by from the Granite

Parcel Fund pursuant to the January 28, 2011 instructions shall be deducted from Common Expenses prior to the calculation of the General Assessment.

21. Amendment to Section 6.6.2. The following is deleted from the text of Section 6.6.2 of the Declaration:

Any monthly installment of any General Assessment or Service Area Assessment which shall not have been received by the Board on or before the fifth day of any month in which it is due shall be assessed a late charge in an amount to be determined from time to time by the Board, but which shall not be in an amount in excess of five percent (5.0%) (or the maximum rate permitted by applicable law, whichever is lower) of the amount of the unpaid installment.

The following is inserted in place of the foregoing deleted provision:

Any monthly installment of any General Assessment or Service Area Assessment which shall not have been received by the Board on or before the tenth (10th) day of any month in which it is due shall be assessed a late charge in an amount to be determined from time to time by the Board.

22. Amendment to Section 6.16. Section 6.16 of the Declaration is hereby deleted in its entirety and the following is substituted in place thereof:

6.16 Accrual of Interest. Interest shall accrue on amounts required to be paid in accordance with the provisions of this Declaration from the date on which such payment is due until the required amount is received by the Company. The term "Interest Rate" and "Default Rate," when used in this Declaration, shall refer to a per annum rate of interest which shall be set from time to time by the Board, but which shall not exceed twenty-four percent (24%) per annum.

23. Addition of Section 7.11. The Declaration is hereby amended by the insertion of the following as Section 7.11:

7.11 Equipment Access Easement. There is hereby reserved and granted unto Declarant and to such other parties as may be responsible for the maintenance and operation of pumps and other equipment associated with the operation and maintenance of the Waterways located within the Project, including pumps used for either the extraction of underground water or for the circulation of water within the Waterways, an easement (an "Access Easement") for ingress and egress for maintenance vehicles and personnel between the location of the equipment and the dedicated public street located closest to the applicable equipment as required for the ownership, operation and maintenance of the applicable equipment. The Access Easement hereby reserved and granted shall be used in such manner as to minimize any interference with the real property upon which it is located. Any party utilizing said Access Easement shall repair any

damage to real property and Common Areas, including Landscaping or Common Facilities, caused by such use.

24. Addition of Section 7.12. The Declaration is hereby amended by the insertion of the following text as Section 7.12:

7.12 Water Transport Equipment and Easement. The Company shall own and maintain certain equipment from time to time as may be required for the operation and maintenance of water flow and water quality within the Waterways. Such equipment shall initially include pumps, pipes and related equipment used to transport water into the Waterway commonly referred to as the “urban fishery.” Any and all such equipment shall be deemed to be included in the Common Facilities and costs and expenses incurred in the ownership, maintenance and replacement of such equipment, or in the acquisition and maintenance of other such equipment approved by the Company, shall be part of the Common Expenses of the Company. There is hereby granted unto Declarant and such other parties as may be the holder of the right to use water from water wells located upon the Pump House Parcel, an Easement for (i) the construction, installation, maintenance, operation and replacement of an underground pipe and related facilities to transport water from the well located upon the Pump House Parcel to a location within the Waterways, and (ii) the transport of water from such pumps through the Waterways.

25. Amendment of Section 11.1. Section 11.1 of the Declaration is hereby deleted in its entirety and the following is substituted in place thereof:

11.1 Notices. Unless otherwise specifically set forth in this Declaration, the provisions of this Section 11.1 and its subsections shall govern procedures to be followed for the delivery of any notice required pursuant to the Declaration, including notice to an Owner or a Member. Any use of the term “notice,” “written notice,” “notice to” or words of similar meaning or effect shall be governed by the provisions of this section and/or any reference in the Declaration to a requirement to deliver notice shall be satisfied by compliance with the procedures set forth in this section. Where a Parcel is owned by more than one Owner, notice delivered pursuant to this section to any Owner of such Parcel shall constitute notice to all Owners of that Parcel. To the extent multiple Owners of a Parcel have formally designated one Owner to vote on behalf of all such Owners pursuant to Section 4.2 of this Declaration, then notice applicable to such Parcel shall be sent to the Owner so designated.

11.1.1 Methods for Delivery of Notice. All notices to be given pursuant to this Declaration shall be sufficient if given to the prescribed address by (i) personal service, (ii) guaranteed overnight delivery service, (iii) deposit in the US Mail, postage prepaid, certified or registered mail, return receipt requested, or (iv) electronic means such as e-mail to an electronic address for the recipient reasonably believed by the sender to be the electronic address of the

intended recipient. Any time period provided in the giving of any notice hereunder shall commence, as applicable, upon (a) the date of personal service, (b) the next day after delivery to the guaranteed overnight delivery service, (c) two (2) days after mailing certified or registered mail, or (iv) the day following the date electronic notice was sent.

11.1.2 Notice of Address. Upon acquisition of title to a Parcel, each Owner shall provide written notice to the Company of such Owner's address for purposes of furnishing notices in connection with this Declaration. The Company shall maintain a record of the notice addresses furnished by the Owners. The address provided by an Owner shall be used for any notice required to be given under this Declaration and if no such address shall have been provided, then any physical address of the Owner's property located in the Project or an electronic address reasonably believed by the sender to be the electronic address of the intended recipient of such Owner may be used. If no address has been provided to the Company by an Owner, the address used by Salt Lake County for the mailing of real property tax statements for such Parcel shall be conclusively deemed to constitute a valid address which may be used for any notice required to be delivered to such Owner.

26. Amendment to Section 11.2. Section 11.2 is hereby amended to insert after the first sentence in such section, the following provision:

In the event that a notice of a meeting of the Owners includes notice that a proposed modification of this Declaration (an "Amendment") is to be voted upon at such meeting, then if a majority of the total votes of all Owners is present in person, is represented by a Neighborhood Representative or by proxy at such meeting, then the vote on the Amendment may be conducted at such meeting. If a majority of the total votes of all Owners is not present in person, represented by a Neighborhood Representative or by proxy at such meeting, then the vote on the Amendment shall not occur at such meeting, but may occur at a subsequent meeting called pursuant to this section. If a majority of the total votes of all Owners is not present in person, represented by a Neighborhood Representative or by proxy at a meeting where notice of a vote on a proposed Amendment was given, the President of the Association may provide a notice to Owners in the same manner delivered for the first meeting, that a second meeting shall be held to vote upon the proposed Amendment. Such notice shall include the date and time of the second meeting which date shall not be less than ten (10) days or more than thirty (30) days after the date of the first meeting. If notice of a second meeting is so delivered, then the vote of the majority of the total votes of all Owners which are present in person, represented by a Neighborhood Representative or by proxy at the second meeting shall act with respect to the proposed Amendment without regard to whether the Owners present in person, represented by a Neighborhood Representative or by proxy constitute a majority of the total votes of all Owners of the Association. Acts taken at such meeting with respect to the Amendment shall bind all Owners.

27. Amendment to Section 11.4. Section 11.4 is hereby amended to provide that policies of insurance required to be maintained by the Company pursuant to the Declaration shall have an A. M. Best's Insurance Reports Rating which shall be approved by the Board from time to time based on then existing circumstances regarding the cost and availability of coverage.

28. Addition of Article 12. The Declaration is hereby amended by the insertion of the following text as Article 12:

ARTICLE XII

Waterways

12.1 Purposes; Limitations on Rights. The Waterways fulfill multiple purposes, including, without limitation: (a) a storm water and flood control system for Salt Lake County and the City; (b) a means for the open channel transportation of water across the Project; (c) potential recreational uses which will be under the control of Declarant or its designees (which may or may not include the Company); and (d) as an amenity for the Project. The portion of the Project on which the Waterways are located will be owned by the City. The water in the Waterways will be owned by Kennecott Utah Copper Corporation ("Kennecott"), its successors and assigns, and by other entities, but shall not be owned by the Company. No Owner, as a result of this Declaration or the purchase or occupancy by such Owner of a Parcel, will have any rights in the Waterways or in the water in the Waterways. No Owner, as the result of this Declaration or the purchase or occupancy by such Owner of a Parcel, will have any right to access the Waterways.

12.2 Waterways Agreements. The Waterways have been developed, owned and maintained pursuant to the following documents: (a) an Agreement (the "Kennecott Agreement") dated October 4, 1995, among Kennecott, Salt Lake County, the City, and Declarant; (b) a Supplemental Agreement (the "Supplemental Agreement") dated October 4, 1995, among Salt Lake County, the City, and Declarant; and (c) a Development Agreement (the "Development Agreement") dated October 4, 1995, between the City and Declarant. The Kennecott Agreement, the Supplemental Agreement, and the Development Agreement, are collectively referred to herein as the "Waterways Agreements," and copies of the Waterways Agreements shall be available from Declarant during regular office hours to any Owner for inspection, review and/or copying.

12.3 Optional Higher Standard; Common Expense. The Company shall have the right to establish a higher standard of maintenance with respect to the Waterways than that required under the Waterways Agreements to the extent the Company deems a higher standard to be in the best interests of the Project and to the extent the Company shall have obtained any consent to such action as may be required pursuant to the Waterways Agreements. The Owners acknowledge that the incremental additional cost and expense of such higher standard will

constitute a Common Expense. All costs and expenses incurred by the Company in connection with the maintenance of the Waterways shall constitute a Common Expense to the extent such costs and expenses are not paid or otherwise reimbursed pursuant to agreements with the City regarding maintenance of the Waterways.

12.4 Administration of Waterways. The Company shall cooperate with the City in establishing reasonable standards of maintenance with respect to the Waterways. Each Owner agrees that the Company shall act as the agent for all Owners in all matters related to the Waterways.

12.5 Maintenance Easements. The Company does hereby acknowledge the existence of certain easements for access to the Waterways, including ingress and egress by vehicular and pedestrian traffic, over such portions of the Project which have been granted to the City ("Maintenance Easements"). Any party exercising the right to use the Maintenance Easements provided for herein shall be required to repair any damage to Landscaping and Improvements resulting from such use. The Maintenance Easements are for the benefit of any entity who has the right or obligation to maintain the Waterways or any part thereof, including, without limitation, Salt Lake County, the City, Declarant, the Company, their successors and assigns, and their contractors, employees, and agents. The unique nature of the Waterways requires that the Maintenance Easements be construed broadly to provide for such access as may be necessary or desirable to permit: (i) the Waterways to receive normal periodic or extraordinary maintenance; (ii) the repair, modification, change, replacement, and/or reconstruction of parts of the Waterways for any causes whatever; (iii) periodic dredging or other removal of sediment as may be necessary or desirable from time to time; or (iv) performance of such other tasks as may be necessary or desirable as the result of circumstances that may arise in the future, whether or not now anticipated. No Buildings may be constructed on the Maintenance Easements. An Owner shall be permitted to construct Improvements other than a Building ("Limited Improvements"), upon a Maintenance Easement that crosses real property owned by such Owner; provided, however, that such Limited Improvements may not unduly interfere with the use of the Maintenance Easement for its intended purpose and such Owner shall be responsible for any damage to or costs or expenses incurred to repair any damage to such Limited Improvements which may be caused by the utilization of the Maintenance Easement for its intended purpose and no party entitled to use such Maintenance Easement shall be responsible for any such costs or expenses. For purposes of this section, the term "Limited Improvements" shall not include approved Landscaping and, therefore, as provided above, any party exercising the right to use the Maintenance Easements shall be required to repair any damage to Landscaping resulting from such use. The Maintenance Easements granted pursuant to this section shall be utilized in the manner that shall be reasonably determined to be the least disruptive to the Parcel upon which such Maintenance Easements are situated. Landscaping may be constructed on the Maintenance

Easements; provided, however, that Landscaping which is located within a Maintenance Easement must also be designed and constructed so as not to unduly interfere with the use of the Maintenance Easements or other Easements located therein for their intended purpose.

12.6 Maintenance of Boundaries of Waterways. The boundary of part of the Waterways will be defined by a hard edge or bank (meaning an edge or bank which is made of soil, cement or other hard materials) (“Hard Edge”). At the location where the Waterways are bounded by a Hard Edge, the boundary of the Waterways extends to the surface of the Hard Edge which is most distant from the center of the Waterways. However, the Owner of any Parcel which is bounded at any location by a Hard Edge of the Waterways shall be obligated, at its sole cost and expense, for the planting and maintenance of Landscaping up to the surface of the Hard Edge which is closest to the center of the Waterways.

12.7 Risks Associated with Storm Water and Flood Control System. The Waterways have been and will continue to be used for a storm water and flood control system for the City and Salt Lake County. Declarant and the Company shall have no liability whatever in the event of flooding. Each Owner shall be solely responsible for the design of improvements on its Parcel in such a manner as to minimize the risk and consequences of flooding.

12.8 Limitations on Application of Declaration to Waterways. Although the Waterways will be located within the Project, due to the ownership of the Waterways by the City and the unique nature of the Waterways, certain provisions of the Declaration shall not be applicable to the Waterways, as follows: (i) the owner of the Waterways shall not be deemed an Owner for purposes of this Declaration; (ii) the owner of the Waterways shall not be subject to the levy of any Assessments which shall be provided for under this Declaration; (iii) improvements to be constructed within the boundaries of the Waterways, including any changes or modifications thereof, shall not be subject to the prior review and approval of the Design Review Board, and the Design Standards shall not be applicable to such improvements; (iv) improvements within the boundaries of the Waterways shall not be considered “Improvements” as defined in this Declaration; (v) insurance required to be maintained by the Company need not be applicable to the Waterways; and (vi) the Waterways shall not be deemed part of the Common Areas or Common Facilities; provided, however, that pumps and aeration equipment utilized by the Company to maintain water flow and quality shall be part of the Common Facilities and costs and expenses to operate and maintain same shall be Common Expenses.

12.9 Reservation Regarding Control of Surface of Waterways. Declarant hereby reserves unto itself a perpetual, exclusive license and easement for the right to use and control the use of the surface of the water within the Waterways for such recreational uses, including, without limitation, nonmotorized boating, as Declarant shall determine, to the extent such uses shall be permitted

by applicable local, state or federal laws or ordinances. So long as Declarant retains such rights, Declarant shall be responsible to pay any increase in maintenance costs resulting from recreational use authorized by Declarant. Such right shall be subject to the right of parties responsible for the maintenance of the Waterways to use the surface of the Waterways as may be reasonably necessary to properly maintain the Waterways. Declarant, in the exercise of its sole discretion, may (a) elect to permit or not permit any use of the Waterways; (b) limit use to designated portions of the Waterways; (c) designate specific persons or classes of persons, including the public generally, to whom designated uses shall be permitted; (d) change the permitted uses from time to time; (e) establish rules, regulations and procedures related to any permitted use; (f) establish and collect fees or other compensation for use of the Waterways; and (g) exercise such other rights as may be reasonably necessary to control the use of the surface of the water in the Waterways; provided, however, that such use or uses shall not unreasonably impair an Owner's right to the use and occupancy of its Parcel. No Owner or Occupant, as a result of this Declaration or the purchase or occupancy by such Owner of a Parcel, will have any right of access to or the right to use the surface of the water in the Waterways.

12.10 Transfer of Easement. The license and easement reserved in Section 12.9 shall be personal to Declarant, but may be assigned by Declarant, in Declarant's sole discretion. The rights under Section 12.9 shall be transferred only by specific assignment and absent such assignment, the rights reserved herein shall remain with Declarant notwithstanding the fact that Declarant may have no other interest in the Project. Upon any specific assignment then the rights reserved to Declarant under Section 12.9 may be exercised by such assignee. Declarant may, at any time, assign to the Company the rights and duties reserved under Section 12.9, and Company, upon receipt of written notification of such assignment, shall automatically assume all of the rights and duties reserved unto Declarant. Upon such assignment, the Company shall become responsible for obligations of Declarant associated with use and control of the surface of the Waterways, including specifically, Section 13(d) of the Supplemental Agreement, which includes (i) payment of any increase in maintenance costs, as defined therein, and (ii) responsibility to obtain and maintain commercial general liability insurance (such liability insurance to name Declarant as an additional insured).

12.11 Benefit. Notwithstanding anything in this Declaration to the contrary, the beneficiaries of the obligations now or hereafter assumed by the Company pursuant to this Article XII (Salt Lake County, the City and their successors and assignees, as the case may be) are third party beneficiaries under this Declaration and shall be entitled to enforce such assumed obligations. If for any reason the Company fails to satisfy its obligations under this Article XII to said third party beneficiaries or to Declarant, then said third party beneficiaries or Declarant shall be entitled to collect directly from each Owner a prorata portion (in proportion to such Owner's obligation to pay General Assessments as set forth in this Declaration) of such unfulfilled obligations. The remedy provided for in

this Section 12.11 shall be in addition to any and all other remedies available to Declarant at law or in equity; provided that such remedy shall not be exercised so long as (i) Declarant shall have the right to exercise the right to vote as a Class "C" Member; and (ii) the total Class "C" votes which may be exercised by Declarant shall constitute a majority of the total votes of the Company which are entitled to be voted by all Members.

12.12 Amendment to Article. The provisions of this Article XII may not be amended without the prior written approval of Declarant, except that obligations assumed pursuant to this Article XII in favor of third party beneficiaries may be amended without the prior written approval of Declarant provided that the Company has the prior written approval of those third party beneficiaries.

29. Consent of Landowners and Lenders. Each party which has executed this Second Amendment which is the owner of real property described herein does hereby confirm and agree that the real property which is owned by such party shall be subject to the terms and conditions of the Declaration as described in Section 5 of this Second Amendment. Each party which has executed a Consent and Subordination to this Second Amendment shall be bound by the provisions thereof with respect to any real property described in such Consent.

30. Certification of Adoption. The undersigned officer of the Company does hereby certify that a vote of the Owners was properly taken as required by the Declaration at a meeting of the Members held February 28, 2013, which meeting was duly called in accordance with the Bylaws of the Company and that this Second Amendment has been duly adopted in accordance with procedures set forth in the Declaration.

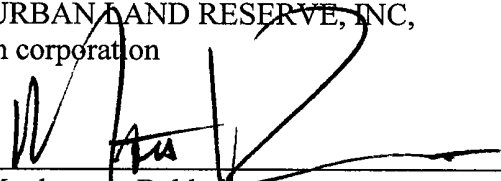
31. Effective Date. This Second Amendment shall be effective as of the date of the recordation hereof in the official records of the Salt Lake County Recorder, State of Utah.

[Signature Pages to Follow Immediately]

SIGNATURE PAGE
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

THIS SECOND AMENDMENT IS EXECUTED to be effective as of the date of the recordation hereof.

DECLARANT: SUBURBAN LAND RESERVE, INC,
a Utah corporation

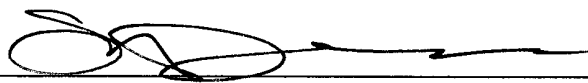
By: 
Matthew A. Baldwin
Its: President

3/2/14

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

The foregoing instrument was acknowledged before me this 30th day of January, 2014, by Matthew A. Baldwin, who did swear to me that he is President of Suburban Land Reserve, Inc., a Utah corporation.




Notary Public

SIGNATURE PAGE
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

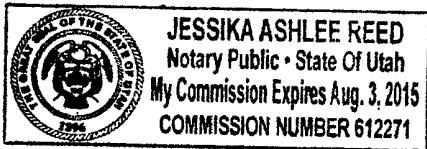
THIS SECOND AMENDMENT IS EXECUTED by the undersigned as the association of the owners of units located on the real property identified on Exhibit C to confirm that such real property is and shall continue to be subject to the terms of the Declaration as set forth in Section 6 of the Second Amendment to which this signature page is attached, and with the intent that this Second Amendment shall be effective as of the date of the recordation hereof.

OWNER: TOWNHOMES AT Highbury Commons
ASSOCIATION
a Utah nonprofit corporation

By: Trenton Bateman
Trenton Bateman
Its: President

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

The foregoing instrument was acknowledged before me this 31 day of January, 2014 by Trenton Bateman, as President of TOWNHOMES AT Highbury Commons ASSOCIATION, a Utah nonprofit corporation.



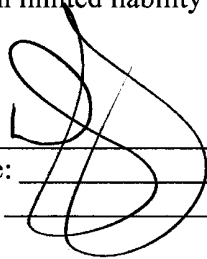
Jessika Ashlee Reed
Notary Public

SIGNATURE PAGE
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

THIS SECOND AMENDMENT IS EXECUTED by the undersigned as an Owner of the real property identified as Parcel 1 (Liberty Square) on Exhibit B to confirm that such real property shall be subject to the terms of the Declaration as set forth in Section 5 of the Second Amendment to which this signature page is attached, and with the intent that this Second Amendment shall be effective as of the date of the recordation hereof.

OWNER: CPLC PROPERTIES, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____



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

The foregoing instrument was acknowledged before me this 7th day of ~~October~~ November, 2013
by Dan Lofgren, as Manager of CPLC PROPERTIES,
LLC, a Utah limited liability company.

Mary Bradshaw
Notary Public



SIGNATURE PAGE
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

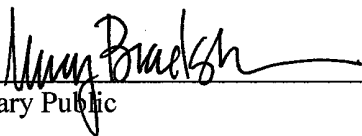
THIS SECOND AMENDMENT IS EXECUTED by the undersigned as the ground lessee of and party with the right to possession of the real property identified as Parcel 1 (Liberty Square) on Exhibit B to confirm that the undersigned's possession of such real property shall be subject to the terms of the Declaration as set forth in Section 5 of the Second Amendment to which this signature page is attached, and with the intent that this Second Amendment shall be effective as of the date of the recordation hereof.

OWNER: LIBERTY COMMONS ASSOCIATES, L.C.,
a Utah limited liability company
By Its Manager:
Cowboy Partners, L.C.
a Utah limited liability company

By: _____
Name: Dan Lofgren
Its: Manager

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

The foregoing instrument was acknowledged before me this 7th day of ~~October~~ ^{November}, 2013 by Dan Lofgren, as Manager of COWBOY PARTNERS, L.C., in its capacity as Manager of LIBERTY COMMONS ASSOCIATES, L.C., a Utah limited liability company.



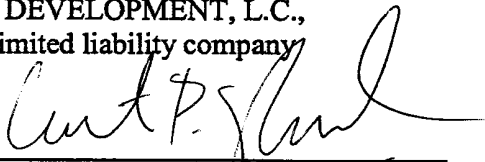
Notary Public



SIGNATURE PAGE
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

THIS SECOND AMENDMENT IS EXECUTED by the undersigned as the original owner of the real property identified on Exhibit C to confirm that such real property is and shall continue to be subject to the terms of the Declaration as set forth in Section 6 of the Second Amendment to which this signature page is attached, and with the intent that this Second Amendment shall be effective as of the date of the recordation hereof.

OWNER: IVORY DEVELOPMENT, L.C.,
a Utah limited liability company

By: 
Name: CHRISTOPHER P. GAMVROULAS
Title: PRESIDENT

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

The foregoing instrument was acknowledged before me this 20 day of November, 2013 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, L.C., a Utah limited liability company.




Notary Public

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

Parcel 1 (Property Added by First Supplement):

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of 3100 South Street, said point being S89°53'12"W 520.15 feet along the Section Line and N00°04'43"W 40.00 feet from the Center of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence, along said Northerly Right-of-Way Line, S89°53'12"W 748.50 feet; thence Northwesterly 31.46 feet along the arc of a 20.00 foot radius curve to the right, chord bears N45°03'24"W 28.31 feet to the Easterly Right-of-Way Line of 5400 West Street (Daybury Drive); thence, along said Easterly Right-of-Way Line, the following six (6) courses: (1) North 1271.98 feet, (2) Northwesterly 39.96 feet along the arc of a 112.50 foot radius curve to the left, chord bears N10°10'31"W 39.75 feet, (3) Northeasterly 59.13 feet along the arc of a 70.00 foot radius curve to the right, chord bears N03°51'01"E 57.39 feet, (4) N28°03'03"E 5.22 feet, (5) Northeasterly 88.41 feet along the arc of a 112.50 foot radius curve to the right, chord bears N50°33'51"E 86.15 feet, (6) N73°04'39"E 1.58 feet to the Southerly Right-of-Way Line of Highbury Parkway; thence, along said Southerly Right-of-Way Line, the following four (4) courses: (1) Northeasterly 67.93 feet along the arc of a 230.00 foot radius curve to the right, chord bears N81°32'19"E 67.69 feet, (2) East 52.04 feet, (3) Northeasterly 344.67 feet along the arc of a 492.50 foot radius curve to the left, chord bears N69°57'03"E 337.68 feet, (4) N49°54'06"E 413.84 feet to the Westerly Right-of-Way Line of the Kennecott Canal; thence, along said Westerly Right-of-Way Line, the following three (3) courses: (1) S40°07'35"E 24.45 feet, (2) S74°56'51"E 184.80 feet, (3) S 40°05'54"E 408.37 feet to the Southerly Right-of-Way Line of the Proposed Sandwell Drive; thence, along said Southerly Right-of-Way Line, S49°54'06"W 110.50 feet; thence S41°59'09"E 140.45 feet to the Section Line and the Westerly Boundary Line of Greenbriar Mobile Home Subdivision recorded in Book 80-11P at Page 190 in the Salt Lake County Recorder's Office; thence, along said Section Line and Westerly Boundary Line, S00°04'43"E 412.09 feet to the Northeast Corner of Granite School District Property, recorded in Book 5237 at Page 1143 in the Salt

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

Lake County Records Office; thence, along the Northerly and Westerly Boundary Lines of said Granite School District Property, the following two (2) courses: (1) S89°53'12"W 520.00 feet, (2) S00°04'43"E 871.20 feet to the Point of Beginning.

[Contains 36.889 acres and 158 Lots]

Parcel 2 (Property Added by Second Supplement):

A parcel of land located in the Southwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 89° 48' 42" West 365.64 feet along the North line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, and North 15.80 feet from the North Quarter Corner of said Section 25, and thence North 398.13 feet to the South right-of-way line of Lake Park Boulevard; thence along said South line the following seven courses: 1) East 561.47 feet to a point of tangency of a 212.50 foot radius curve to the left; 2) Easterly 51.13 feet along said curve through a central angle of 13° 47' 09" and a long chord of North 83° 06' 26" East 51.01 feet; 3) North 76° 12' 51" East 77.24 feet to a point of tangency of a 50.50 foot radius curve to the right, 4) Easterly 49.23 feet along said curve through a central angle of 55° 51' 07" and a long chord of South 75° 51' 35" East 47.30 feet; 5) South 47° 56' 02" East 28.65 feet to a point of tangency of a 135.50 foot radius curve to the right; 6) Southeasterly 25.46 feet along said curve through a central angle of 10° 46' 02" and a long chord of South 42° 33' 01" East 25.43 feet to a point of reverse curvature of a 130.00 foot radius curve to the left; and 7) Southeasterly 3.19 feet along said curve through a central angle of 01° 24' 26" and a long chord of South 37° 52' 13" East 3.19 feet to the Northwesterly right-of-way line of Highbury Parkway and a point of reverse curvature of a 132.16 foot radius curve to the right; thence along said Southwesterly line the following five courses: 1) Southeasterly 47.36 feet along said curve through a central angle of 20° 32' 03" and a long chord of South 28° 18' 25" East 47.11 feet; 2) South 18° 02' 24" East 40.69 feet to a point of tangency of a 187.50 foot radius curve to the right; 3) Southerly 99.88 feet along said curve through a central angle of 30° 31' 15" and a long chord of South 02°

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

46' 46" East 98.70 feet to a point of compound curvature of a 357.50 foot radius curve to the right; 4) Southwesterly 233.49 feet along said curve through a central angle of 37° 25' 15" and a long chord of South 31° 11' 29" West 229.36 feet; and 5) South 49° 54' 06" West 528.37 feet; thence North 40° 05' 54" West 450.53 feet to the point of beginning.

Parcel 3 (Property Added by Third Supplement):

Parcel A:

A parcel of land located in the Southwest Quarter of Section 24 and the Northwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south right-of-way line of Lake Park Boulevard, said point being North 89°48'42" East 1,448.74 feet along the north line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 416.70 feet from the Northwest Corner of said Section 25, and thence along said south line East 842.16 feet to the west line of property described in that certain Special Warranty Deed recorded September 30, 2008 as Entry No. 10530896 in Book 9646 at Page 9430 of the Salt Lake County records; thence along said west line the following two courses: 1) South 398.13 feet and 2) South 40°05'54" East 450.53 feet to the northerly right-of-way line of Highbury Parkway; thence along said northerly line the following seven courses: 1) South 49°54'06" West 994.66 feet to a point of tangency of a 407.50 foot radius curve to the right, 2) Westerly 285.19 feet along said curve through a central angle of 40°05'54" and a long chord of South 69°57'03" West 279.40 feet, 3) West 20.31 feet to a point of tangency of a 111.85 foot radius curve to the left, 4) Westerly 39.80 feet along said curve through a central angle of 20°23'14" and a long chord of South 79°48'23" West 39.59 feet to a point of reverse curvature of a 70.00 foot radius curve to the right, 5) Westerly 59.18 feet along said curve through a central angle of 48°26'16" and a long chord of North 86°10'06" West 57.43 feet, 6) North 61°56'57" West 5.34 feet to a point on the arc of a 111.49 foot radius non-tangent curve to the

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

right, the center of which bears North 28°01'02" East and 7) Northwesternly 40.15 feet along said curve through a central angle of 20°37'55" and a long chord of North 51°40'01" West 39.93 feet to the easterly right-of-way line of Daybury Drive and a point on the arc of a 101.22 foot radius non-tangent curve to the left, the center of which bears South 48°50'53" West; thence along said easterly line the following eleven courses: 1) Northwesternly 0.37 feet along said curve through a central angle of 00°12'31" and a long chord of North 41°15'23" West 0.37 feet to a point of reverse curvature of a 112.50 foot radius curve to the right, 2) Northwesternly 47.98 feet along said curve through a central angle of 24°26'15" and a long chord of North 29°08'31" West 47.62 feet to a point of compound curvature of a 237.50 foot radius curve to the right, 3) Northerly 70.15 feet along said curve through a central angle of 16°55'23" and a long chord of North 08°27'42" West 69.89 feet, 4) North 214.61 feet to a point of tangency of a 343.00 foot radius curve to the left, 5) Northwesternly 400.76 feet along said curve through a central angle of 66°56'41" and a long chord of North 33°28'20" West 378.35 feet to a point of reverse curvature of a 423.52 foot radius curve to the right, 6) Northwesternly 261.88 feet along said curve through a central angle of 35°25'42" and a long chord of North 49°13'50" West 257.73 feet to a point of reverse curvature of a 112.50 foot radius curve to the left, 7) northwesterly 30.42 feet along said curve through a central angle of 15°29'29" and a long chord of North 39°15'43" West 30.32 feet to a point of reverse curvature of a 90.00 foot radius curve to the right, 8) Northerly 93.97 feet along said curve through a central angle of 59°49'26" and a long chord of North 17°05'44" West 89.76 feet, 9) North 12°48'59" East 25.66 feet to a point of tangency of a 88.00 foot radius curve to the right, 10) Northeasterly 36.58 feet along said curve through a central angle of 23°49'09" and a long chord of North 24°43'33" East 36.32 feet to a point of reverse curvature of a 100.00 foot radius curve to the left and 11) Northerly 68.21 feet along said curve through a central angle of 39°04'49" and a long chord of North 17°05'43" East 66.89 feet to said south line of Lake Park Boulevard and a point of reverse curvature of a 338.00 foot radius curve to the right; thence along said south line the following two courses: 1) Northerly 278.22 feet along said curve through a central angle

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

of 47°09'46" and a long chord of North 21°08'11" East 270.43 feet to a point of compound curvature of a 547.00 foot radius curve to the right and 2) Northeasterly 432.31 feet along said curve through a central angle of 45°16'56" and a long chord of North 67°21'32" East 421.14 feet to the POINT OF BEGINNING. Said parcel contains 1,597,842 square feet or 36.68 acres, more or less.

Parcel B:

A parcel of land located in the Southeast Quarter of Section 24 and the North Half of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west right-of-way line of Corporate Park Drive, said point being South 00°01'15" East 1,325.86 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and South 89°51'11" West 40.00 feet from the Northeast Corner of said Section 25, and thence along the north line of Lakeview Farms Subdivision Phase 2 recorded March 25, 1996 as Entry No. 6311582 in Book 96-3P at Page 87 of the Salt Lake County records and the north line of Lakeview Farms Subdivision Phase 4, recorded March 04, 1997 as Entry No. 6585423 in Book 97-3P at Page 61 of said records South 89°51'11" West 955.96 feet; thence North 00°09'01" West 0.48 feet; to the south line of the Northeast Quarter of said Section 25; thence South 89°50'59" West 1,659.56 feet to the west line of said Northeast Quarter; thence along said west line South 00°04'43" East 0.22 feet to the northeasterly line of Highbury Place Phase 2 P.U.D, a subdivision recorded May 28, 2008 as Entry No. 10438115 in Book 2008P at Page 139 of said records; thence along said northeasterly line and the northeasterly line of Highbury Place Phase 3 P.U.D., a subdivision recorded May 25, 2008 as Entry No. 10438177 in Book 2008P at Page 140 of said records, the following five courses: 1) North 42°01'58" West 140.54 feet, 2) North 49°54'06" East 110.50 feet, 3) North 40°05'54" West 407.84 feet, 4) North 74°51'18" West 185.23 feet and 5) North 40°05'54" West 24.46 feet to the southerly right-of-way line of Highbury Parkway;

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

thence along said southerly line the following six courses: 1) North 49°54'06" East 1,109.19 feet to a point of tangency of a 442.50 foot radius curve to the left, 2) Northeasterly 347.70 feet along said curve through a central angle of 45°01'15" and a long chord of North 27°23'29" East 338.82 feet to a point of compound curvature of a 73.26 foot radius curve to the left, 3) Northerly 25.53 feet along said curve through a central angle of 19°57'58" and a long chord of North 05°06'08" West 25.40 feet to a point of reverse curvature of a 51.40 foot radius curve to the right, 4) Northerly 40.34 feet along said curve through a central angle of 44°58'11" and a long chord of North 07°23'59" East 39.31 feet, 5) North 29°53'04" East 29.20 feet to a point of tangency of a 50.00 foot radius curve to the right and 6) Northeasterly 42.65 feet along said curve through a central angle of 48°52'33" and a long chord of North 54°19'21" East 47.37 feet to the southerly right-of-way line of Lake Park Boulevard; thence along said southerly line the following nine courses: 1) North 78°45'38" East 253.11 feet to a point of tangency of a 185.50 foot radius curve to the right, 2) Easterly 36.39 feet along said curve through a central angle of 11°14'22" and a long chord of North 84°22'49" East 36.33 feet, 3) East 590.15 feet to a point of tangency of a 164.50 foot radius curve to the left, 4) Easterly 39.58 feet along said curve through a central angle of 13°47'09" and a long chord of North 83°06'26" East 39.48 feet, 5) North 76°12'51" East 83.05 feet to a point of tangency of a 50.50 foot radius curve to the right, 6) Easterly 49.23 feet along said curve through a central angle of 55°51'07" and a long chord of South 75°51'35" East 47.30 feet, 7) South 47°56'02" East 28.65 feet to a point of tangency of a 135.50 foot radius curve to the right, 8) Southeasterly 70.70 feet along said curve through a central angle of 29°53'38" and a long chord of South 32°59'13" East 69.90 feet and 9) South 18°02'24" East 112.80 feet to said west line of Corporate Park Drive and a point on the arc of a 940.00 foot radius non-tangent curve to the left, the center of which bears North 85°29'41" East; thence along said west line Southerly 204.08 feet along said curve through a central angle of 12°26'21" and a long chord of South 10°43'29" East 203.68 feet to the west line of property described in that certain Warranty Deed recorded November 08, 1994 as Entry No. 5961917 in Book 7051 at Page 1998 of said records; thence along said west line South 00°00'33" West 501.85 feet

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

to a point on the arc of a 700.00 foot radius non-tangent curve to the right, the center of which bears North 25°25'39" West; thence Westerly 310.77 feet along said curve through a central angle of 25°26'13" and a long chord of South 77°17'26" West 308.22 feet; thence North 89°59'27" West 58.31 feet; thence South 00°00'33" West 751.20 feet; thence North 89°51'12" East 1,213.75 feet to said west right-of-way line; thence South 00°01'15" East 40.00 feet to the POINT OF BEGINNING. Said parcel contains 2,660,388 square feet or 61.07 acres, more or less.

Parcel C:

(Lot 110B)

A parcel of land located in the East Half of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west line of property described in that certain Warranty Deed recorded November 8, 1994 as Entry No. 5961917 in Book 7051 at Page 1998 of the Salt Lake County records, said point being South 00°01'48" East 735.88 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, West 245.02 feet, South 52°55'36" West 325.38 feet to a point of tangency of a 467.00 foot radius curve to the right, Southwesterly 193.93 feet along said curve through a central angle of 23°47'35" and a long chord of South 64°49'23" West 192.54 feet, North 41°40'54" West 324.23 feet to said west line and along said west line North 277.50 feet from the Northeast Corner of said Section 25, and thence continuing along said west line North 525.91 feet to the southwesterly right-of-way line of Corporate Park Drive as described in that certain Road Easement Dedication Plat recorded December 18, 1998 as Entry No. 7195177 in Book 98-12P at Page 342 of said records and a point on the arc of a 940.00 foot radius non-tangent curve to the left, of which the radius point bears North 73°02'47" East; thence along said southwesterly right-of-way line Southeasterly 418.93 feet along said curve through a central angle of 25°32'05" and a long

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

chord of South 28°43'18" East 415.47 feet; thence South 51°17'14" West 263.98 feet to the POINT OF BEGINNING.

[Said parcel contains 47,710 square feet or 1.10 acres, more or less]

LESS AND EXCEPTING from the above Parcel C, the following:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the Southwest Corner of Lot 110B, Lake Park Corporate Centre, as shown on that certain Subdivision by Metes and Bounds approved by West Valley City and filed with the Salt Lake County Surveyor on April 18, 2006, as File No. S2006-04-0375, said corner being South 00°01'48" East 735.88 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, West 245.02 feet, South 52°55'36" West 325.38 feet to a point of tangency of a 467.00 foot radius curve to the right, Southwesterly 193.93 feet along said curve through a central angle of 23°47'35" and a long chord of South 64°49'23" West 192.54 feet, North 41°40'54" West 324.23 feet and North 277.50 feet from the Northeast Corner of said Section 25, and thence North 23.99 feet to a point on the arc of a 700.00 foot radius non-tangent curve to the left, the center of which bears North 25°25'57" West; thence Northeasterly 162.25 feet along said curve through a central angle of 13°16'49" and a long chord of North 57°55'38" East 161.89 feet to the north line of said Lot 110B; thence along said north line South 51°17'14" West 175.80 feet to the POINT OF BEGINNING.

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

[Said parcel contains 1,138 square feet or 0.03 acres, more
or less]

Parcel 4 (Property Added by Fourth Supplement):

Parcel A:

LOT 110A – Lake Park Corporate Centre, as shown on that certain Subdivision by Metes and Bounds approved by West Valley City and filed with the Salt Lake County Surveyor on April 18, 2006, as File No. S2006-04-0375, and being specifically described as:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 00°01'48" East 735.88 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and West 245.02 feet from the Northeast Corner of said Section 25, and thence South 52°55'36" West 325.38 feet to a point of tangency of a 467.00 foot radius curve to the right; thence Southwesterly 193.93 feet along said curve through a central angle of 23°47'35" and a long chord of South 64°49'23" West 192.54 feet; thence North 41°40'54" West 324.23 feet to the west line of property described in that certain Warranty Deed recorded November 08, 1994 as Entry No. 5961917 in Book 7051 at Page 1998 of the Salt Lake County records; thence along said west line North 277.50 feet; thence North 51°17'14" East 263.98 feet to the southwesterly right-of-way line of Corporate Park Drive as described in that certain Road and Easement Dedication Plat recorded December 18, 1998 as Entry No. 7195177 in Book 98-12P at Page 349 of said records and a point on the arc of a 940.00 foot radius non-tangent curve to the left, of which the radius point bears North 47°30'41" East; thence along said southwesterly right-of-way line the following three courses: Southeasterly 198.06 feet along said curve through a central angle of

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

12°04'21" and a long chord of South 48°31'29" East 197.70 feet, South 54°33'40" East 196.76 feet to a point of tangency of a 810.00 foot radius curve to the right and Southeasterly 187.32 feet along said curve through a central angle of 13°15'02" and a long chord of South 47°56'09" East 186.91 feet to a point of compound curvature of a 25.00 foot radius curve to the right; thence Southerly 41.12 feet along said curve through a central angle of 94°14'14" and a long chord of South 05°48'29" West 36.64 feet to the POINT OF BEGINNING.

[Containing 268,152 square feet or 6.16 acres, more or less.]

Parcel B:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west right-of-way line of Corporate Park Drive as described in that certain Road and Easement Dedication Plat recorded December 18, 1998 as Entry No. 7195177 in Book 98-12P at Page 349 of the Salt Lake County records, said point being South 00°01'48" East 1,285.86 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and South 89°50'39" West 40.00 feet from the Northeast Corner of said Section 25, and thence South 89°50'39" West 305.62 feet; thence North 93.79 feet; thence West 40.37 feet; thence South 93.90 feet; thence South 89°50'39" West 867.76 feet; thence North 751.15 feet; thence East 58.36 feet to a point of tangency of a 700.00 foot radius curve to the left; thence Easterly 472.97 feet along said curve through a central angle of 38°42'46" and a long chord of North 70°38'37" East 464.02 feet to the northerly line of Lot 110A as described in that certain Special Warranty Deed recorded December 21, 2006 as Entry No. 9948644 in Book 9398 at Page 4181 of said records; thence along the northerly, westerly and southerly lines of said Lot 110A the following six courses: 1) South 51°17'14" West 175.81 feet, 2) South 277.50 feet, 3) South 41°40'54" East 324.23 feet to a point

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

on the arc of a 467.00 foot radius non-tangent curve to the left, the center of which bears North 13°16'49" West, 4) Northeasterly 193.93 feet along said curve through a central angle of 23°47'35" and a long chord of North 64°49'23" East 192.54 feet, 5) North 52°55'36" East 325.38 feet to a point of tangency of a 25.00 foot radius curve to the left and 6) Northerly 41.12 feet along said curve through a central angle of 94°14'14" and a long chord of North 05°48'29" East 36.64 feet to said west right-of-way line and a point on the arc of a 810.00 foot radius non-tangent curve to the right, the center of which bears South 48°41'22" West; thence along said west right-of-way line the following two courses: 1) Southerly 583.59 feet along said curve through a central angle of 41°16'50" and a long chord of South 20°40'13" East 571.05 feet and 2) South 00°01'48" East 52.25 feet to the POINT OF BEGINNING.

[Said parcel contains 616,037 square feet or 14.14 acres, more or less]

Parcel C:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west right-of-way line of Corporate Park Drive as described in that certain Road and Easement Dedication Plat recorded December 18, 1998 as Entry No. 7195177 in Book 98-12P at Page 349 of the Salt Lake County records, said point being South 00°01'48" East 1,242.57 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and South 89°50'39" West 40.00 feet from the Northeast Corner of said Section 25, and thence West 136.40 feet; thence North 140.83 feet; thence East 125.52 feet to the said west right-of-way line and a point on the arc of a 810.00 feet radius non-tangent curve to the right, the center of which bears South 80°36'01" West; thence along said west right-of-way line the following two courses: 1) Southerly 132.46 feet along said curve through a central angle of 09°22'11" and a long chord

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

of South 04°42'54" East 132.31 feet and 2) South 00°01'48" East 8.97 feet to the POINT OF BEGINNING.
[Said parcel contains 18,731 square feet or 0.43 acres, more or less]

Parcel D:

A parcel of land located in the Northeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 00°01'48" East 1,285.86 feet along the east line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and South 89°50'39" West 382.52 feet from the Northeast Corner of said Section 25, and thence South 89°50'39" West 19.69 feet; thence North 80.42 feet; thence East 19.69 feet; thence South 80.36 feet to the POINT OF BEGINNING. Said parcel contains 1,583 square feet or 0.04 acres, more or less.

Parcel 5 (Property Added by Fifth Supplement):

A parcel of land situate in the S1/2 of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian in Salt Lake County, Utah. The boundaries of said parcel are more particularly described as follows:

Beginning at the intersection of northerly right of way line of Lake Park Boulevard as described in the Lake Park Boulevard Extension and Lake Parcel Subdivision according to the official plat of record at the office of the Salt Lake County Recorder in Book 2008P at Page 34 and the proposed easterly right of way line of the proposed 5370 West Street, said intersection is 1523.59 feet N.89°48'42"E. along the southerly section line and 522.46 feet N.00°06'42"E. from the Southwest Corner of said Section 24 (Note: The Basis of Bearing is N.89°48'42"E. along the southerly section line between the found monuments representing the Southwest Corner and the South Quarter Corner of said Section 24), and running thence along said proposed easterly right of way line of the proposed 5370 West Street the following five (5) courses: 1) N.00°06'42"E. 307.26 feet to the beginning of a

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

500.00-foot radius curve to the right, 2) northerly along the arc of said curve 79.30 feet through a delta of 09°05'15" (Note: chord to said curve bears N.04°39'20"E. for a distance of 79.22 feet), 3) N.09°11'57"E. 123.17 feet to the beginning of a 500.00-foot radius curve to the left, 4) northerly along the arc of said curve 79.30 feet through a delta of 09°05'15" (Note: chord to said curve bears N.04°39'20"E. for a distance of 79.22 feet), and 5) N.00°06'42"E 104.77 feet to the southwest corner of the Granger Hunter Improvement District Parcel described in that certain Quit Claim Deed recorded in Book 7922 at Page 113 in the office of the Salt Lake County Recorder; thence East 150.00 feet along the south boundary line of said Granger Hunter Improvement District Parcel to the southeast corner of said parcel; thence N.00°06'42"E. 150.00 feet along the easterly boundary line of said Granger Hunter Improvement District Parcel to the southerly line of the Riter Canal described in that certain Quit Claim Deed recorded in Book 7322 at Page 866 in the office of the Salt Lake County Recorder; thence along said southerly line the following two (2) courses: 1) S.79°56'11"E. 89.61 feet and 2) S.78°48'11"E. 65.24 feet; thence N.11°11'49"E. 4.42 feet to a point on the back of an existing concrete wall; thence along the back of said wall the following forty-three (43) courses: 1) S.80°49'45"E. 51.71 feet, 2) S.82°46'36"E. 64.11 feet to the beginning of a 1520.00-foot radius curve to the left, 3) easterly along the arc of said curve 113.07 feet through a delta of 04°15'43" (Note: chord to said curve bears S.84°54'28"E. for a distance of 113.04 feet), 4) S.87°02'19"E. 160.86 feet, 5) S.86°29'57"E. 162.80 feet, 6) S.82°04'43"E. 45.24 feet, 7) S.83°16'34"E. 52.78 feet to the beginning of a 470.17-foot radius non-tangent curve to the left (Note: center bears N.07°37'24"E.), 8) easterly along the arc of said curve 29.78 feet through a delta of 03°37'45" (Note: chord to said curve bears S.84°11'29"E. for a distance of 29.78 feet) to a point of compound curvature to the left having a radius of 3589.24 feet, 9) easterly along the arc of said curve 37.12 feet through a delta of 00°35'33" (Note: chord to said curve bears S.86°18'08"E. for a distance of 37.12 feet), 10) S.86°35'54"E. 19.12 feet to the beginning of a 1149.00-foot radius curve to the left, 11) easterly along the arc of said curve 61.96 feet through a delta of 03°05'22" (Note: chord to said curve bears S.88°08'35"E. for a distance of 61.95 feet) to a point of compound curvature to the left having a radius of 2566.99 feet, 12) easterly along the arc of said curve 54.93 feet through a delta of 01°13'34" (Note: chord to said curve bears N.89°41'57"E. for a distance of 54.93 feet) to a point of reverse curvature to the right having a radius of 3653.00 feet, 13) easterly along

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

the arc of said curve 6.15 feet through a delta of 00°05'47" (Note: chord to said curve bears N.89°08'04"E. for a distance of 6.15 feet) to a point of reverse curvature to the left having a radius of 1835.97 feet, 14) easterly along the arc of said curve 18.77 feet through a delta of 00°35'09" (Note: chord to said curve bears N.88°53'23"E. for a distance of 18.77 feet) to a point of compound curvature to the left having a radius of 359.00 feet, 15) easterly along the arc of said curve 10.52 feet through a delta of 01°40'45" (Note: chord to said curve bears N.87°45'26"E. for a distance of 10.52 feet) to a point of reverse curvature to the right having a radius of 1119.00 feet, 16) easterly along the arc of said curve 95.16 feet through a delta of 04°52'21" (Note: chord to said curve bears N.89°21'14"E. for a distance of 95.13 feet), 17) S.88°12'36"E. 39.28 feet, 18) S.86°58'59" E. 70.46 feet to the beginning of a 87.00-foot radius curve to the right, 19) southeasterly along the arc of said curve 113.44 feet through a delta of 74°42'28" (Note: chord to said curve bears S.49°37'45"E. for a distance of 105.57 feet) 20) S.12°16'31"E. 20.67 feet to the beginning of a 293.50-foot radius curve to the left, 21) southerly along the arc of said curve 30.04 feet through a delta of 05°51'54" (Note: chord to said curve bears S.15°12'28"E. for a distance of 30.03 feet), 22) S.18°08'25"E. 26.70 feet to the beginning of a 100.00-foot radius curve to the left, 23) southerly along the arc of said curve 9.36 feet through a delta of 05°21'44" (Note: chord to said curve bears S.20°49'17"E. for a distance of 9.36 feet) 24) S.23°30'09"E. 18.73 feet to the beginning of a 247.00-foot radius curve to the left, 25) southeasterly along the arc of said curve 21.68 feet through a delta of 05°01'46" (Note: chord to said curve bears S.26°01'02"E. for a distance of 21.67 feet) to a point of reverse curvature to the right having a radius of 5814.00 feet, 26) southeasterly along the arc of said curve 27.31 feet through a delta of 00°16'09" (Note: chord to said curve bears S.28°23'51"E. for a distance of 27.31 feet) to a point of reverse curvature to the left having a radius of 113.00 feet, 27) southeasterly along the arc of said curve 5.00 feet through a delta of 02°32'09" (Note: chord to said curve bears S.29°31'51"E. for a distance of 5.00 feet) to a point of compound curvature to the left having a radius of 465.64 feet, 28) southeasterly along the arc of said curve 197.97 feet through a delta of 24°21'34" (Note: chord to said curve bears S.42°58'42"E. for a distance of 196.48 feet) to a point of compound curvature to the left having a radius of 15.00 feet, 29) southeasterly along the arc of said curve 1.13 feet through a delta of 04°18'29" (Note: chord to said curve bears S.57°18'44"E. for a distance of 1.13 feet), 30) S.59°27'58"E. 33.39 feet, 31) S.39°48'05"E. 90.69 feet; thence

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury at Lake Park

[Legal Description of Property Subject to Declaration]

S.35°18'35"E. 19.52 feet to the beginning of a 67.65-foot radius non-tangent curve to the right (Note: center bears S.51°20'28"W.), 32) southeasterly along the arc of said curve 20.23 feet through a delta of 17°07'56" (Note: chord to said curve bears S.30°05'34"E. for a distance of 20.15 feet) to a point of compound curvature to the right having a radius of 34.00 feet, 33) southerly along the arc of said curve 18.62 feet through a delta of 31°22'28" (Note: chord to said curve bears S.05°50'22"E. for a distance of 18.39 feet) to a point of reverse curvature to the left having a radius of 154.00 feet, 34) southerly along the arc of said curve 14.42 feet through a delta of 05°21'57" (Note: chord to said curve bears S.07°09'54"W. for a distance of 14.42 feet) to a point of reverse curvature to the right having a radius of 27.50 feet, 35) southerly along the arc of said curve 15.07 feet through a delta of 31°23'40" (Note: chord to said curve bears S.20°10'45"W. for a distance of 14.88 feet) to a point of reverse curvature to the left having a radius of 210.77 feet, 36) southwesterly along the arc of said curve 39.64 feet through a delta of 10°46'33" (Note: chord to said curve bears S.30°29'19"W. for a distance of 39.58 feet) to a point of compound curvature to the left having a radius of 57.00 feet, 37) southerly along the arc of said curve 56.61 feet through a delta of 56°54'10" (Note: chord to said curve bears S.03°21'03"E. for a distance of 54.31 feet) to a point of compound curvature to the left having a radius of 110.00 feet, 38) southeasterly along the arc of said curve 35.69 feet through a delta of 18°35'29" (Note: chord to said curve bears S.41°05'53"E. for a distance of 35.54 feet) to a point of reverse curvature to the right having a radius of 140.00 feet, 39) southeasterly along the arc of said curve 73.70 feet through a delta of 30°09'46" (Note: chord to said curve bears S.35°18'44"E. for a distance of 72.85 feet), 40) S.20°13'51"E. 20.43 feet, 41) S.14°49'14"E. 27.09 feet, 42) S.29°48'34"E. 6.50 feet, and 43) S.10°26'31"E. 8.23 feet to said northerly right of way line of Lake Park Boulevard; thence along said northerly right of way line the following seven (7) courses: 1) S.76°12'51"W. 64.98 feet to the beginning of 41.50-foot radius curve to the right, 2) westerly along the arc of said curve 41.84 feet through a delta of 57°46'04" (Note: chord to said curve bears N.74°54'07"W. for a distance of 40.09 feet), 3) N.46°01'05"W. 69.22 feet to the beginning of a 125.00-foot radius curve to the left, 4) westerly along the arc of said curve 120.47 feet through a delta of 55°13'17" (Note: chord to said curve bears N.73°37'44"W. for a distance of 115.87 feet), 5) S.78°45'38"W. 309.43 feet to the beginning of a 176.50-foot radius curve to the right, 6) westerly along the arc of said curve 34.62 feet through a delta of 11°14'22" (Note: chord to

EXHIBIT A
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR HIGHBURY AT LAKE PARK

[Legal Description of Property Subject to Declaration]

said curve bears S.84°22'49"W. for a distance of 34.57 feet), and 7) West 1268.51 feet to the point of beginning. The above described parcel of land contains 1,265,225 square feet in area, or 29.05 acres, more or less. *Ck by JJB 10 January 2011*

For information only Tax Parcel Nos:

14-25-126-001 thru 14-25-126-009	14-25-226-007, and 14-25-226-010 thru 14-25-226-019
14-25-127-001 thru 14-25-127-028	14-25-227-001
14-25-128-001 thru 14-25-128-010	14-25-228-001
14-25-176-001 thru 14-25-176-005	14-24-376-004, 14-24-376-006
14-25-177-001 thru 14-25-177-038	14-24-377-001, 14-24-377-002, 14-24-377-003
14-25-178-001 thru 14-25-178-011	14-24-451-002
14-25-179-001 thru 14-25-179-003	
14-25-180-001 thru 14-25-180-013	
14-25-181-001 thru 14-25-181-005	

EXHIBIT B
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury AT LAKE PARK

[Legal Description of Additional Property]

Real property located in Salt Lake County, State of Utah, and more specifically described as follows:

PARCEL 1 (LIBERTY SQUARE):

Lot 4, Highbury Commons at Lake Park Subdivision, recorded July 5, 2006, as Entry No. 9774083 in the Office of the Salt Lake County Recorder.

For information only,
Tax Parcel No.: 14-25-102-001

EXHIBIT C
TO
SECOND AMENDMENT AND SIXTH SUPPLEMENT
TO
MASTER DECLARATION FOR Highbury AT LAKE PARK

[Legal Description of Townhome Property]

Real property located in Salt Lake County, State of Utah, and more specifically described as follows:

Lot 1, Highbury Commons at Lake Park Subdivision, recorded July 5, 2006, as Entry No. 9774083 in the Office of the Salt Lake County Recorder.

For information only, Tax Parcel ID Nos.:
14-25-152-042 thru 14-25-152-104

