

40725 BOOK 4280 PAGE 309  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER By AC  
May 28, 1997 3:08 FEE 103.00  
RECORDED FOR MO MYERS

WHEN RECORDED, MAIL TO:  
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Salt Lake City, UT 84111

← (M)

Space Above for Recorder's Use Only

FIRST AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
FOR  
WINDSOR PARK TOWNHOMES

an Expandable Utah Condominium Project containing Convertible Land

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION is made and executed by WINDSOR-PROVO LIMITED PARTNERSHIP, an Ohio limited partnership registered to do business in the State of Utah (the "Declarant").

RECITALS

A. By that certain Record of Survey Map of Phase I of Windsor Park Townhomes (the "Map") recorded October 18, 1995, as Entry No. 70712, and Map Filing No. 6305, in the Office of the County Recorder of Utah County, Utah, and by that certain Condominium Declaration for Windsor Park Townhomes (the "Declaration") recorded concurrently with the Map in said office as Entry No. 70713, in Book 3794, at Pages 147 through 215, inclusive, R/C Real Estate, Inc., a Utah corporation, submitted that certain real property more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), to the provisions of the Condominium Ownership Act of the State of Utah (the "Act") as an expandable Utah condominium project containing convertible land known as Windsor Park Townhomes (the "Project"), the defined terms of which Declaration are hereby made a part hereof by this reference.

B. Under the provisions of Article XXXI of the Declaration, said R/C Real Estate, Inc. explicitly reserved the right, at its sole and exclusive option and without the consent of any Unit Owners or any other person or entity having any right or interest in all or any portion of the Project, to expand the Project from time to time by adding to the Project all or any portion of the Additional Land described in the Declaration, together with all improvements constructed or to be constructed thereon, and by creating new Units, Common Areas and Facilities and/or Limited Common Areas within those portions of the Additional

Land added to the Project, so long as said R/C Real Estate, Inc. did so in accordance with the provisions of said Article XXXI and Section 57-8-13.6 of the Act.

C. Under the provisions of Article XXXII of the Declaration, said R/C Real Estate, Inc. also reserved the right, at its sole and exclusive discretion and without the consent of any Owners or any other person or entity having any right or interest in all or any portion of the Project, to create from time to time and at different times (1) additional Units and/or Limited Common Areas within any Convertible Land described in the Declaration and the Map; and (2) additional Convertible Land within Additional Land added to the Project pursuant to Article XXXI of the Declaration, so long as said R/C Real Estate, Inc. did so accordance with the provisions of said Article XXXII and Section 57-8-13.2 of the Act.

D. By that certain Assignment of Declarant's Rights dated February 12, 1997, between said R/C Real Estate, Inc., as assignor, and Declarant, as assignee, recorded February 14, 1997, as Entry No. 11732, in Book 4192, at Page 676, in the Office of the County Recorder of Utah County, Utah, Declarant succeeded to all rights relevant hereto of said R/C Real Estate, Inc. under the Declaration.

E. Declarant is also the sole owner of that portion of the Additional Land which is now being added to the Project.

F. Declarant now desires to expand the Project by adding to the Project two (2) portions of the Additional Land described in the Declaration and by creating new Units, Common Areas and Facilities and Limited Common Areas within those two (2) portions of the Additional Land added to the Project, all as hereinafter more particularly set forth.

G. In order to do so, the Act and Article XXXI of the Declaration require Declarant to record a supplemental record of survey map containing the information necessary to comply with the Act and to record simultaneously therewith an amendment to the Declaration containing a legal description by metes and bounds of those portions of the Additional Land being added to the Project and reallocating undivided interests in the Common Areas and Facilities in accordance with Subsection 57-8-13.10(2) of the Act.

H. Declarant also now desires (1) to create certain additional Units and Limited Common Areas within a portion of the Convertible Land described in the Declaration and the Map; (2) to continue to reserve its right further to convert a portion of said Convertible Land in the future; and (3) to create additional Convertible Land within both portions of the Additional Land being added to the Project pursuant to Article XXXI of the Declaration, all as hereinafter more particularly set forth.

I. In order to do so, the Act and Article XXXII of the Declaration require Declarant to record a supplemental record of survey map containing the information necessary

to comply with the Act and to record simultaneously therewith an amendment to the Declaration describing the conversion.

**A M E N D M E N T**

NOW, THEREFORE, the Declaration is hereby amended as follows, with such amendment to become effective upon the recording of this First Amendment and that certain First Supplemental Record of Survey Map of Windsor Park Townhomes, an expandable Utah condominium project containing convertible land, in the office of the County Recorder of Utah County, Utah:

**1. Article II, Subsection 2(u) (Definition of First Supplemental Map).**

The following subsection is hereby added to Section 2 of Article II of the Declaration at the end thereof:

(u) "First Supplemental Map" shall mean and refer to that certain First Supplemental Record of Survey Map of Phase II of Windsor Park Townhomes recorded concurrently with that certain First Amendment to the Declaration.

**2. Article III (Submission to Condominium Ownership).**

The following is hereby added to Article III of the Declaration entitled "Submission to Condominium Ownership," at the end thereof:

Declarant hereby submits those two (2) portions of the Additional Land more particularly described on Exhibit B attached to the First Amendment to the Declaration and by this reference made a part hereof, to the provisions of the Act as a part of the Condominium Project created by the Map and the Declaration, as concurrently amended by the First Supplemental Map and the First Amendment to the Declaration, hereby adds those two (2) portions of the Additional Land described on Exhibit B attached to the First Amendment to the Declaration to the Project and hereby expands the Project to include said two (2) portions of the Additional Land described on Exhibit B attached to the First Amendment to the Declaration, with said submission, addition and expansion to become effective upon the recording of the First Amendment to the Declaration and the First Supplemental Map in the office of the recorder of the county in which the Project is situated. The First Amendment to the Declaration is submitted in accordance with the terms and provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to those two (2) portions of the Additional Land described on Exhibit B attached to the First Amendment to the Declaration and that said two (2) portions of the Additional Land described on Exhibit B

attached to the First Amendment to the Declaration shall hereafter be construed to be an integral part of the Property as defined in the Declaration.

3. **Article V, Section 1 (Description of Land).** The following is hereby added to Section 1 of Article V of the Declaration entitled "Description of Land," at the end thereof:

The land is also those two (2) tracts or parcels more particularly described on Exhibit B to the First Amendment to the Declaration.

4. **Article V, Section 2 (Description of Improvements).** The following is hereby added to Section 2 of Article V of the Declaration entitled "Description of Improvements," at the end thereof:

Phase II of the Project will be constructed on those two (2) portions of the Additional Land added to the Project by the First Supplemental Map and the First Amendment to the Declaration and on a portion of the Convertible Land initially contained within the Project as described in Exhibit E to the Declaration and depicted on the Map, and will be constructed on said lands in accordance with the information contained in the First Supplemental Map. The First Supplemental Map shows the number of stories to be contained in the two (2) buildings within Phase II of the Project which will contain Units. Landscaping around certain portions of the first level of these buildings will be bermed up to cover approximately half of the first level of these buildings. Otherwise, these buildings will not contain any basements. These buildings in Phase II of the Project will contain a total of sixty (60) Units. These buildings in Phase II of the Project will be of a contemporary architectural style and will be of wood-frame construction with part brick veneers and part vinyl siding, asphaltic composition shingle roofs and concrete foundations. Each of the Units in these buildings will contain three bedrooms, two bathrooms, a kitchen, a dining room and a living room, as well as various other amenities. Each Unit in these buildings will contain carpets and floor coverings and will be equipped with kitchen appliances, excluding a refrigerator. Each Unit in these buildings will be entitled to the exclusive use and occupancy of the Limited Common Area balcony, patio or yard which is adjacent to each such Unit as indicated on the First Supplemental Map. Landscaping of all Limited Common Area yards shown on the First Supplemental Map will be installed by Declarant. Electricity and natural gas will be separately metered to each Unit. Water, sewage disposal, garbage disposal and basic cable television services will not be separately metered or billed, but will be paid for as part of Common Expenses. Phase II of the Project will also be subject to the easements which are reserved through the Project and as may be required for utilities. From and after the time the First Supplemental Map and the First Amendment to the Declaration

become effective, the entire Project, including both Phases I and II thereof, will include private driveways, walkways, landscaping and parking as generally depicted on the First Supplemental Map and, to the extent not inconsistent with the First Supplemental Map, as generally depicted on the Map. Further, the entire Project, including both Phases I and II thereof, will contain a total of one-hundred ninety-seven (197) parking spaces, one-hundred two (102) of which are Limited Common Areas reserved for the exclusive use of the respective Owners of the Units indicated on the Map and the First Supplemental Map. Also, sixty-six (66) of the surface parking spaces located within Phase II of the Project will be covered as indicated on the First Supplemental Map.

5. **Article V, Section 4 (Description of Common Areas and Facilities).** The following is hereby added to Section 4 of Article V of the Declaration entitled "Description of Common Areas and Facilities," at the end thereof:

The Common Areas and Facilities of Phase II of the Project will be constructed on those two (2) portions of the Additional Land added to the Project by the First Supplemental Map and the First Amendment to the Declaration and on a portion of the Convertible Land initially contained within the Project as described in Exhibit E to the Declaration and depicted on the Map, and will be constructed on said lands in accordance with the information contained in the First Supplemental Map. From and after the time the First Supplemental Map and the First Amendment to the Declaration become effective, the Common Areas and Facilities of the entire Project, including both Phases I and II thereof, will be as generally depicted on the First Supplemental Map and, to the extent not inconsistent with the First Supplemental Map, as generally depicted on the Map and will include, but are not limited to, common driveways, common walkways, common parking spaces and common landscaped areas. Except as otherwise provided in the Declaration, the Common Areas and Facilities of Phase II of the Project also consist of the areas and facilities described in the definitions of the Declaration and constitute in general all of the parts of the Property except the Units.

6. **Article VII, Subsection 2(b) (Common Areas; Parking Restrictions).** Subsection 2(b) of Article VII of the Declaration is hereby deleted in its entirety and the following is substituted in its stead:

(b) **Common Areas; Parking Restrictions.** The Common Areas and Facilities shall be used only for the purposes for which they are intended. Two (2) of the parking spaces located in the parking level of the one (1) building within Phase I of the Project and ninety-three (93) surface parking spaces located within the entire Project constitute Common Areas and Facilities and are not reserved for the exclusive use of the respective Owners of any

particular Units unless subsequently so reserved by rules and regulations promulgated by the Board of Trustees. Thirty-six (36) of the thirty-eight (38) parking spaces located in the parking level of the one (1) building within Phase I of the Project and sixty-six (66) of the covered surface parking spaces located within the entire Project are Limited Common Areas reserved for the exclusive use of the respective Owners of the Units indicated on the Map and the First Supplemental Map. Each parking space shall be used for the parking of operable motor vehicles of a size no larger than a standard automobile or a 3/4 ton truck and for no other purpose. No more than one (1) vehicle may be parked in any parking space at one time. When, if ever, the demand for parking in the unreserved parking spaces within the Project exceeds the number of unreserved parking spaces within the Project, the Board of Trustees shall promulgate rules and regulations reserving parking within the unreserved parking spaces and/or issue parking permits to the Owners in a total number not to exceed the total number of unreserved parking spaces from time to time situated within Project and shall have the authority to restrict parking within the unreserved parking spaces within the Project to those vehicles bearing such parking permits. Further, the Board of Trustees shall have the authority to take any and all actions which the Board of Trustees deems necessary to enforce such parking restrictions as the Board of Trustees may impose, including, without limitation, the towing of any unpermitted vehicle at the owner's expense and the imposition of special assessments against any Unit and/or Unit Owner violating said parking restrictions.

7. **Article XXII, Section 2 (Association's Obligation to Maintain).** The following is hereby added to Section 2 of Article XXII of the Declaration entitled "Association's Obligation to Maintain," at the end thereof:

The Association's obligation to maintain the Common Areas and Facilities as set forth in the immediately preceding paragraph shall include, without limitation, the maintenance of the landscaping within all Limited Common Area yards situated within Phase II of the Project.

8. **Exhibit C (Ownership of Common Areas and Initial Monthly Common Expense Assessments).** Exhibit C attached to the Declaration is hereby deleted in its entirety and First Amended Exhibit C attached hereto and by this reference made a part hereof is substituted in its stead. First Amended Exhibit C attached hereto reallocates the equal undivided ownership interests in the Common Areas and Facilities provided for by Section 4 of Article IX of the Declaration in accordance with the requirements of Subsection 8(b) of Article XXXI and Subsection 6(b) of Article XXXII of the Declaration and Subsection 57-8-13.10(2) of the Act.

9. **Article XXXII (Convertible Land).** The following Sections are hereby added to Article XXXII of the Declaration, entitled "Convertible Land," at the end thereof:

9. **Additional Convertible Land.** Exhibit E attached to the Declaration is hereby deleted in its entirety and First Amended Exhibit E attached to the First Amendment to the Declaration and by this reference made a part hereof is substituted in its stead.

(a) Convertible Land No. 1 as more particularly described on First Amended Exhibit E attached to the First Amendment to the Declaration and as depicted on the First Supplemental Map is hereby added to the definition of "Convertible Land" as set forth in Article XXXII of the Declaration. In accordance with the provisions of Subsection 6(a) of Article XXXII of the Declaration, Convertible Land No. 1 constitutes that portion of the original Convertible Land described in the original Exhibit E attached to the Declaration which in not being converted by the First Supplemental Map and the First Amendment to the Declaration, but with regard to which Declarant continues to reserve its rights set forth in Article XXXII of the Declaration to convert in the future so long as Declarant does so in accordance with the provisions of Article XXXII of the Declaration and Section 57-8-13.2 of the Act..

(b) Convertible Land No. 2 as more particularly described on First Amended Exhibit E attached to the First Amendment to the Declaration and as depicted on the First Supplemental Map is hereby added to the definition of "Convertible Land" as set forth in Article XXXII of the Declaration. Convertible Land No. 2 constitutes a portion of the original Convertible Land described in the original Exhibit E attached to the Declaration which is being converted by the First Supplemental Map and the First Amendment to the Declaration to the Limited Common Areas depicted within Convertible Land No. 2 on the First Supplemental Map, but with regard to which Declarant continues to reserve its rights set forth in Article XXXII of the Declaration further to convert in the future, so long as Declarant does so in accordance with the provisions of Article XXXII of the Declaration and Section 57-8-13.2 of the Act.

(c) Convertible Land No. 3 and Convertible Land No. 4 as more particularly described on First Amended Exhibit E attached to the First Amendment to the Declaration and as depicted on the First Supplemental Map are hereby added to the definition of "Convertible Land" as set forth in Article XXXII of the Declaration. Both Convertible Land No. 3 and Convertible No. 4 constitute part of the Additional Land being added to the

Project by the First Supplemental Map and the First Amendment to the Declaration.

10. **Declarant's Reservation of Right to Convert All or Portions of Convertible Land No. 3 or Convertible Land No. 4.** In accordance with the provisions of Section 2 of Article XXXII of the Declaration, Declarant hereby reserves the right, at its sole and exclusive discretion, but without any obligation whatsoever to do so, to create from time to time and at different times additional Limited Common Areas within Convertible Land No. 3 or Convertible Land No. 4 so long as Declarant does so in accordance with the provisions of Article XXXII of the Declaration, as amended by the First Amendment to the Declaration, and Section 57-8-13.2 of the Act, but subject to the following limitations:

(a) If not exercised, Declarant's right to convert both Convertible Land No. 3 and Convertible Land No. 4 shall expire without further act of Declarant on the date which is five (5) years after the date the Declaration was recorded in the office of the recorder of the county in which the Project is situated;

(b) Only additional Limited Common Areas may be created within Convertible Land No. 3 and Convertible Land No. 4. No additional Units whatsoever may be created within Convertible Land No. 3 or Convertible Land No. 4. Accordingly, no conversion of any land within Convertible Land No. 3 or Convertible Land No. 4 shall in any way affect or reallocate the undivided ownership interests in the Common Areas and Facilities;

(c) All structures erected on Convertible Land No. 3 or Convertible Land No. 4 shall be compatible with existing structures within the Project in terms of quality of construction;

(d) The only other improvements that may be made on Convertible Land No. 3 or Convertible Land No. 4 are those which in Declarant's sole and exclusive judgment are necessary or desirable to support additional Units added to the Project pursuant to Article XXXI of the Declaration, including, without limitation, driveways, walkways, landscaping, covered or uncovered parking areas and other similar improvements associated with such additional Units;

(e) All Limited Common Areas created within Convertible Land No. 3 or Convertible Land No. 4 shall be substantially of the



same types, sizes and maximum number as those existing with regard to the then existing Units within the Project.

10. **Construction.** From and after the day and time this First Amendment becomes effective, all references in the Map, in the Declaration and in the exhibits to the Declaration shall be deemed to and shall refer to the Map, the Declaration and to the exhibits to the Declaration as amended hereby and as supplemented by the First Supplemental Map and not to the form of the same as they existed prior to the time this First Amendment becomes effective. Except as herein otherwise expressly provided, all provisions of the Map, the Declaration and the exhibits to the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned has caused this First Amendment to be executed on its behalf this 23 day of APR, 1997.

**WINDSOR-PROVO LIMITED PARTNERSHIP**  
an Ohio limited partnership registered to do  
business in the State of Utah

By: **TAHOMA AND COMPANY**, an Ohio  
corporation and its sole general partner

By:   
H. Bradley Showe, President

ACKNOWLEDGMENT

STATE OF Ohio )  
 : ss.  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 1997, by H. BURKLEY SHOWE, President of TAHOMA AND COMPANY, an Ohio corporation and the sole general partner of WINDSOR-PROVO LIMITED PARTNERSHIP, an Ohio limited partnership registered to do business in the State of Utah.



CAROL A. RODEN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 4-12-98

Carol A Roden  
Notary Public  
Residing at: 7733 Stonelord Dr.  
Columbus, OH 43235

My Commission Expires:

4-12-98

## EXHIBIT A

## Legal Description of the Property

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 1230 NORTH STREET, PROVO, UTAH, WHICH POINT IS 2.0 FEET NORTH OF THE NORTH EDGE OF AN EXISTING CONCRETE SIDEWALK AND WHICH POINT OF BEGINNING IS ALSO NORTH 1,568.69 FEET AND WEST 1,000.45 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM SECTION LINE BEARINGS, UTAH CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°40' WEST ALONG SAID RIGHT OF WAY LINE 16.515 FEET; THENCE NORTH 2°50' EAST 86.12 FEET; THENCE NORTH 16°20'38" EAST 30.80 FEET; THENCE NORTH 0°48'33" WEST 376.75 FEET; THENCE SOUTH 89°11'27" WEST 112.70 FEET; THENCE NORTH 50°30'47" WEST 41.84 FEET; THENCE WEST 41.46 FEET; THENCE NORTH 40°02'19" EAST 8.15 FEET; THENCE NORTH 42°42'14" EAST 35.20 FEET; THENCE NORTH 18°56'09" EAST 76.93 FEET; THENCE NORTH 1°38'52" EAST 165.21 FEET; THENCE SOUTH 87°24' EAST 240.37 FEET; THENCE SOUTH 1°17'46" WEST 99.78 FEET; THENCE NORTH 86°56'41" WEST 105.52 FEET; THENCE SOUTH 1°17'46" WEST 159.22 FEET; THENCE SOUTH 88°42'14" EAST 50.00 FEET; THENCE SOUTH 2°50' WEST 200.40 FEET; THENCE WEST 16.52 FEET; THENCE SOUTH 2°50' WEST 322.29 FEET TO THE POINT OF BEGINNING. CONTAINS 66,247 SQ. FT. OR 1.5208 ACRES.

TOGETHER WITH THE TWO (2) FOLLOWING PERPETUAL, NONEXCLUSIVE EASEMENTS IN THE TWO (2) PROPERTIES DESCRIBED BELOW (THE "SERVIENT TENEMENTS"), FOR THE BENEFIT OF AND APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AND TO ANY ADDITIONAL LAND WHICH MAY IN THE FUTURE BE ADDED TO THIS CONDOMINIUM PROJECT AND TO EACH AND EVERY CONDOMINIUM AT ANY TIME SITUATED WITHIN THE PROPERTY DESCRIBED ABOVE OR WITHIN SAID ADDITIONAL LAND (COLLECTIVELY THE "DOMINANT TENEMENT"): (1) AN EASEMENT OVER, ALONG, UPON AND ACROSS THE SERVIENT TENEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS TO AND EGRESS FROM THE DOMINANT TENEMENT; AND (2) AN EASEMENT IN, UNDER, OVER, THROUGH, ALONG, UPON AND ACROSS THE SERVIENT TENEMENTS TO INSTALL, USE, KEEP, MAINTAIN, REPAIR AND REPLACE, AS REQUIRED, UTILITY LINES, PIPES, CONDUITS AND APPURTENANCES THERETO OF ALL TYPES SERVING THE DOMINANT TENEMENT:

## EASEMENT AREA "A"

BEGINNING AT THE NORTHWEST CORNER OF THE HARDY ENTERPRISES PROPERTY, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF 200 WEST STREET (FREEDOM BOULEVARD) AND SAID POINT BEING NORTH 2,118.73 FEET AND WEST 1,457.98 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM SECTION LINE BEARINGS, UTAH CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°59'02" EAST 291.57 FEET TO THE WEST LINE OF THE PROPERTY AS DEEDED MARCH 14, 1995, BY SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 1569, IN BOOK 3637 AT PAGE 737 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE 18°56'09" WEST ALONG SAID WEST LINE 0.67 FEET; THENCE SOUTH 42°42'14" WEST ALONG SAID WEST LINE 35.20 FEET; THENCE SOUTH 40°02'19" WEST ALONG SAID WEST LINE 24.17 FEET; THENCE SOUTH 89°59'02" WEST 12.00 FEET; THENCE NORTH 0°00'58" WEST 15.00 FEET; THENCE SOUTH 89°59'02" WEST 240.40 FEET TO THE EAST RIGHT OF WAY LINE OF 200 WEST STREET (FREEDOM BOULEVARD); THENCE NORTH 0°55' EAST ALONG SAID EAST LINE 30.00 FEET TO THE POINT OF BEGINNING.

## EASEMENT AREA "B"

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 1230 NORTH STREET, PROVO, UTAH, WHICH POINT IS 2.0 FEET NORTH OF THE NORTH EDGE OF AN EXISTING CONCRETE SIDEWALK, AND WHICH POINT OF BEGINNING IS ALSO NORTH 1,568.69 FEET AND WEST 1,000.45 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM SECTION LINE BEARINGS, UTAH CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 2°50' EAST 322.29 FEET; THENCE EAST 16.52 FEET; THENCE SOUTH 2°50' WEST 322.39 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°40' WEST ALONG SAID NORTH LINE 16.515 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

Legal Description of those two (2) Portions of the Additional Land added to the Project  
by  
this First Amendment to the Declaration and the First Supplemental Map

## PARCEL I

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 1230 NORTH STREET, PROVO, UTAH, WHICH POINT IS NORTH 1,568.78 FEET AND WEST 1,016.96 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE RUNNING NORTH 89°40'00" WEST 18.52 ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 02°50'00" EAST 280.24 FEET; THENCE NORTH 89°40'00" WEST 320.64 FEET; THENCE NORTH 00°55'00" EAST 12.53 FEET; THENCE NORTH 89°49'48" WEST 39.31 FEET; THENCE NORTH 02°24'20" WEST 1.82 FEET; THENCE NORTH 40°02'19" EAST 288.60 FEET; THENCE EAST 41.46 FEET; THENCE SOUTH 50°30'47" EAST 41.84 FEET; THENCE NORTH 89°11'27" EAST 112.70 FEET; THENCE SOUTH 00°48'33" EAST 376.75 FEET; THENCE SOUTH 16°20'38" WEST 30.80 FEET; THENCE SOUTH 02°50'00" WEST 86.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.5958 ACRES.

## PARCEL II

BEGINNING AT A POINT WHICH IS NORTH 1,890.58 FEET AND WEST 907.14 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 60.86 FEET; THENCE NORTH 02°50'00" EAST 200.40 FEET; THENCE NORTH 88°42'14" WEST 50.00 FEET; THENCE NORTH 01°17'46" EAST 159.22 FEET; THENCE SOUTH 86°56'41" EAST 105.52 FEET; THENCE SOUTH 01°17'46" WEST 354.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.6481 ACRES.

FIRST AMENDED EXHIBIT C

Ownership of Common Areas and Initial Monthly Common Expense Assessments

(1)	(2)	(3)	(4)	(5)	(6)
Unit Type	Unit No.	Square Footage of Unit	Present and Maximum Possible Percentage of Ownership of Common Areas and Facilities	Initial Monthly Common Expenses Assessment	Minimum Possible Percentage of Ownership of Common Areas and Facilities for Each Unit Type if Full Expansion and Full Conversion of Convertible Land Occurs
A-corner	101	1,006	1.087%	\$ 97.00	.20%
A-corner	102	996	1.087	97.00	.20
A-1 interior	103	947	1.087	97.00	.20
A-1 interior	104	933	1.087	97.00	.20
A-1 interior	105	947	1.087	97.00	.20
B-1 interior	106	1,022	1.087	97.00	.20
A-corner	107	1,006	1.087	97.00	.20
B-corner	108	1,090	1.087	97.00	.20
A-corner	201	1,006	1.087	97.00	.20
A-corner	202	996	1.087	97.00	.20
A-1 interior	203	947	1.087	97.00	.20
A-1 interior	204	933	1.087	97.00	.20
A-1 interior	205	947	1.087	97.00	.20
B-1 interior	206	1,022	1.087	97.00	.20
A-corner	207	1,006	1.087	97.00	.20
B-corner	208	1,090	1.087	97.00	.20
C-corner	301	1,081	1.087	97.00	.20
C-corner	302	1,081	1.087	97.00	.20
E-interior	303	1,229	1.087	97.00	.20
H-interior	304	1,154	1.087	97.00	.20
G-interior	305	1,051	1.087	97.00	.20
G-interior	306	1,030	1.087	97.00	.20
G-interior	307	1,022	1.087	97.00	.20
G-interior	308	1,043	1.087	97.00	.20
G-interior	309	1,022	1.087	97.00	.20
G-interior	310	1,043	1.087	97.00	.20
G-interior	311	1,051	1.087	97.00	.20
F-interior	312	1,105	1.087	97.00	.20

E-interior	313	1,229	1.087	97.00	.20
D-interior	314	1,311	1.087	97.00	.20
C-corner	315	1,081	1.087	97.00	.20
C-corner	316	1,081	1.087	97.00	.20
Phase II	117	1,090	1.087	97.00	.20
Phase II	118	1,090	1.087	97.00	.20
Phase II	119	1,090	1.087	97.00	.20
Phase II	120	1,090	1.087	97.00	.20
Phase II	121	1,090	1.087	97.00	.20
Phase II	122	1,090	1.087	97.00	.20
Phase II	123	1,090	1.087	97.00	.20
Phase II	124	1,090	1.087	97.00	.20
Phase II	125	1,090	1.087	97.00	.20
Phase II	126	1,090	1.087	97.00	.20
Phase II	127	1,090	1.087	97.00	.20
Phase II	128	1,090	1.087	97.00	.20
Phase II	129	1,090	1.087	97.00	.20
Phase II	130	1,090	1.087	97.00	.20
Phase II	131	1,090	1.087	97.00	.20
Phase II	132	1,090	1.087	97.00	.20
Phase II	133	1,090	1.087	97.00	.20
Phase II	134	1,090	1.087	97.00	.20
Phase II	135	1,090	1.087	97.00	.20
Phase II	136	1,090	1.087	97.00	.20
Phase II	217	1,090	1.087	97.00	.20
Phase II	218	1,090	1.087	97.00	.20
Phase II	219	1,090	1.087	97.00	.20
Phase II	220	1,090	1.087	97.00	.20
Phase II	221	1,090	1.087	97.00	.20
Phase II	222	1,090	1.087	97.00	.20
Phase II	223	1,090	1.087	97.00	.20
Phase II	224	1,090	1.087	97.00	.20
Phase II	225	1,090	1.087	97.00	.20
Phase II	226	1,090	1.087	97.00	.20
Phase II	227	1,090	1.087	97.00	.20
Phase II	228	1,090	1.087	97.00	.20
Phase II	229	1,090	1.087	97.00	.20
Phase II	230	1,090	1.087	97.00	.20
Phase II	231	1,090	1.087	97.00	.20

Phase II	232	1,090	1.087	97.00	.20
Phase II	233	1,090	1.087	97.00	.20
Phase II	234	1,090	1.087	97.00	.20
Phase II	235	1,090	1.087	97.00	.20
Phase II	236	1,090	1.087	97.00	.20
Phase II	317	1,090	1.087	97.00	.20
Phase II	318	1,090	1.087	97.00	.20
Phase II	319	1,090	1.087	97.00	.20
Phase II	320	1,090	1.087	97.00	.20
Phase II	321	1,090	1.087	97.00	.20
Phase II	322	1,090	1.087	97.00	.20
Phase II	323	1,090	1.087	97.00	.20
Phase II	324	1,090	1.087	97.00	.20
Phase II	325	1,090	1.087	97.00	.20
Phase II	326	1,090	1.087	97.00	.20
Phase II	327	1,090	1.087	97.00	.20
Phase II	328	1,090	1.087	97.00	.20
Phase II	329	1,090	1.087	97.00	.20
Phase II	330	1,090	1.087	97.00	.20
Phase II	331	1,090	1.087	97.00	.20
Phase II	332	1,090	1.087	97.00	.20
Phase II	333	1,090	1.087	97.00	.20
Phase II	334	1,090	1.087	97.00	.20
Phase II	335	1,090	1.087	97.00	.20
Phase II	336	1,090	1.087	97.00	.20
Total	92	98,908	100.00%	\$8,924.00	

The Board of Trustees has estimated that the Common Expenses for the first year after the expansion and conversion of the Project effected by the First Amendment to the Declaration and the First Supplemental Map will be \$107,088.00. The initial monthly Common Expenses assessment for each Unit shall be as set forth above, payable in advance. An additional one-time assessment equal to twice the initial monthly assessment shall be paid by the initial purchaser only of each Unit at the time of purchase, which assessment shall be in addition to and not in lieu of all other assessments.

In the event Declarant further exercises its right to create additional Units and/or Limited Common Areas within the Convertible Land pursuant to Article XXXII of the Declaration, or in the event Declarant further exercises its right to expand the Project in accordance with Article XXXI of the Declaration, the percentages shown in Column (4) will again be reallocated.



## FIRST AMENDED EXHIBIT E

## Legal Description of Convertible Land

CONVERTIBLE LAND ORIGINALLY CONTAINED WITHIN PHASE I OF THE PROJECT:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 1230 NORTH STREET, PROVO, UTAH, WHICH POINT IS 2.0 FEET NORTH OF THE NORTH EDGE OF AN EXISTING CONCRETE SIDEWALK AND WHICH POINT OF BEGINNING IS ALSO NORTH 1,568.69 FEET AND WEST 1,000.45 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM SECTION LINE BEARINGS, UTAH CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 2°50' EAST 322.29 FEET; THENCE WEST 22.44 FEET; THENCE NORTH 0°48'33" WEST 170.50 FEET; THENCE SOUTH 89°11'27" WEST 112.70 FEET; THENCE NORTH 50°30'47" WEST 41.84 FEET; THENCE WEST 41.46 FEET; THENCE NORTH 40°02'19" EAST 8.15 FEET; THENCE NORTH 42°42'14" EAST 35.20 FEET; THENCE NORTH 18°56'09" EAST 76.93 FEET; THENCE NORTH 1°38'52" EAST 67.36 FEET; THENCE SOUTH 86°56'41" EAST 135.50 FEET; THENCE SOUTH 1°17'46" WEST 159.22 FEET; THENCE SOUTH 88°42'14" EAST 50.00 FEET; THENCE SOUTH 2°50' WEST 522.79 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID 1230 NORTH STREET; THENCE NORTH 89°40' WEST ALONG SAID NORTH LINE 16.515 FEET TO THE POINT OF BEGINNING.

CONTAINS 42,701 SQ. FT. OR 0.980 ACRES.

CONVERTIBLE LAND NO. 1:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 1230 NORTH STREET, PROVO, UTAH, WHICH POINT IS 2.0 FEET NORTH OF THE NORTH EDGE OF AN EXISTING CONCRETE SIDEWALK, AND WHICH POINT OF BEGINNING IS ALSO NORTH 1,568.69 FEET AND WEST 1,000.45 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM SECTION LINE BEARINGS, UTAH CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 2°50' EAST 322.29 FEET; THENCE EAST 16.52 FEET; THENCE SOUTH 2°50' WEST 322.39 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°40' WEST ALONG SAID NORTH LINE 16.515 FEET TO THE POINT OF BEGINNING.

## CONVERTIBLE LAND NO. 2:

BEGINNING AT A POINT WHICH IS NORTH 1848.65 FEET AND WEST 997.93 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°40'00" WEST 8.43 FEET; THENCE NORTH 00°48'33" WEST 212.38 FEET; THENCE SOUTH 89°11'27" WEST 112.70 FEET; THENCE NORTH 50°30'47" WEST 41.84 FEET; THENCE WEST 41.46 FEET; THENCE NORTH 40°02'19" EAST 8.15 FEET; THENCE NORTH 42°42'14" EAST 35.20 FEET; THENCE NORTH 18°56'09" EAST 76.93 FEET; THENCE NORTH 01°38'52" EAST 67.36 FEET; THENCE SOUTH 86°56'41" EAST 135.50 FEET; THENCE SOUTH 01°17'46" WEST 159.22 FEET; THENCE SOUTH 88°42'14" EAST 15.65 FEET; THENCE SOUTH 01°17'47" WEST 242.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.7211 ACRES

## CONVERTIBLE LAND NO. 3:

BEGINNING AT A POINT WHICH IS NORTH 2091.52 FEET AND WEST 992.44 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 88°42'14" WEST 15.65 FEET; THENCE NORTH 01°17'46" EAST 159.22 FEET; THENCE SOUTH 86°56'41" EAST 15.66 FEET; THENCE SOUTH 01°17'46" WEST 158.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 2488 SQ. FT.

## CONVERTIBLE LAND NO. 4:

BEGINNING AT A POINT WHICH IS NORTH 1848.70 FEET AND WEST 1006.36 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°40'00" WEST 206.74 FEET; THENCE NORTH 36°18'35" EAST 176.91 FEET; THENCE NORTH 14°40'37" EAST 44.90 FEET; THENCE NORTH 53°41'25" WEST 84.73 FEET; THENCE EAST 10.91 FEET; THENCE SOUTH 50°30'47" EAST 41.84 FEET; THENCE NORTH 89°11'27" EAST 112.70 FEET; THENCE SOUTH 00°48'33" EAST 212.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.6621 ACRES