

WHEN RECORDED RETURN TO:  
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**FIRST SUPPLEMENT TO  
DECLARATION OF CONDOMINIUM  
FOR EAST TOWN VILLAGE CONDOMINIUM  
(an Expandable Utah Condominium Project)**

This First Supplement to Declaration of Condominium for East Town Village Condominium is made and executed by EAST TOWN VILLAGE, L.C., a Utah limited liability company, of 758 South 400 East, Orem, Utah 84097 (the "Declarant").

**RECITALS**

Whereas, the original Declaration of Condominium for East Town Village Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on the 5<sup>th</sup> day of March, 2007 as Entry No. 10023015 in Book 9430 at Pages 7885-7979 of the Official Records (the "Declaration").

Whereas, the related Plat Maps for Phases 1-17, inclusive, of the Project have also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, under Article III, Section 46 of the Declaration, Declarant reserved an option, until the five (5) years from the date following the first conveyance of a Unit in Phase 1 to a Unit purchaser, to expand the Project in accordance with the Act.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibits "A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29 and A-30," attached hereto and incorporated herein by this reference (collectively, "First Supplement Property").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

Whereas, Declarant desires to expand the Project by creating on the First Supplement Property a residential condominium development.

Whereas, Declarant desires to expand the Project by creating on the First Supplement Property a commercial condominium development.

Whereas, Declarant has constructed or is in the process of constructing upon the First Supplement Property commercial units for office and retail use (the "Commercial Property"). The Commercial Property, as shown on the Final Plat, shall include certain Buildings, Lots, Common Areas and Facilities, and other improvements. The construction will be completed in accordance with the plans contained in the Final Plat to be recorded concurrently herewith.

Whereas, the Commercial Property is to be known as East Town Village Commercial.

Whereas, Declarant now intends that the First Supplement Property shall become subject to the Act and the Declaration.

## A G R E E M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this First Supplement to Declaration of Condominium for East Town Village Condominium.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

1.1 The term **Commercial Member** shall mean and refer to a Person who is the Owner of a Commercial Unit.

1.2 The term **Commercial Neighborhood** shall mean and refer to the Neighborhood of Commercial Units at East Town Village.

1.3 The term **Commercial Neighborhood Association** shall mean and refer to an association of Commercial Unit Owners having jurisdiction, in whole or in part, over a specific Neighborhood concurrent with, but subordinate to, the Association.

1.4 The term **Commercial Neighborhood Expenses** shall mean and refer to the expense operating the Commercial Neighborhood Association.

1.5 The term **Commercial Office Number** shall mean and refer to the number, letter or combination of name, numbers and letters that identifies only one Unit in the Commercial Neighborhood.

1.6 The term **Commercial Unit** shall mean and refer to a Unit which may only be used for commercial purposes in accordance with the provisions of the Declaration affecting Commercial Units and the applicable City ordinances. Each Commercial Lot shall be assigned a

separate "parcel" or tax identification number by the appropriate governmental agency.

1.7 The term **East Town Village Commercial Neighborhood** shall collectively and severally refer to the Commercial Neighborhood.

1.8 The term **Final Plat** shall mean and refer to the Final Plat for the Commercial Property or if the context requires, the Final Plat for each of the First Supplemental Properties.

1.9 The term **First Supplement to the Declaration** shall mean and refer to this First Supplement to Declaration of Condominium for East Town Village Condominium.

1.10 The term **First Supplemental Map(s) or First Supplement Property Map(s)** shall mean and refer to the Supplemental Plat Map(s) for the additional phases of the Project described on the attached Exhibits entitled "Commercial Plat" and "A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29 and A-30," inclusive, prepared and certified to by Gary W Wier, of Apex Land Surveyors, a duly registered Utah Land Surveyor holding Certificate No. 333098, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplement to the Declaration.

1.11 The term **Neighborhood** shall mean and refer to any residential, commercial or mixed-use area, or combination thereof, within the Project which is designated as a Neighborhood by the Declarant, whether or not governed by a Neighborhood Association. By way of illustration and not limitation, a Neighborhood may consist of residential and/or commercial units. Each area might be designated individually as a separate Neighborhood or combined as a group into one Neighborhood. A Neighborhood may be comprised of more than one Unit type. In addition, a parcel of land intended for development as any of the above may constitute a Neighborhood, subject to division into more than one Neighborhood upon development.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The First Supplement Property described in the Exhibits entitled "Commercial Plat" and "A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29 and A-30," inclusive, is hereby submitted to the provisions of the Act and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as supplemented.

3. **Annexation.** Declarant hereby declares that the First Supplement Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in the Exhibits entitled "Commercial Plat" and "A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29 and A-30," inclusive, subject to the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the Final Plat Maps for the First Supplement Property, the following Buildings and Units are or will be constructed and/or created in the Project on the First Supplement Property.

Commercial Lot #1 (Buildings and Units undetermined)

Phase	18	Building	3	Units	1-6	6-plex	urban	townhome
Phase	19	Building	4	Units	1-6	6-plex	urban	townhome
Phase	20	Building	5	Units	1-4	4-plex	urban	townhome
Phase	21	Building	6	Units	1-4	4-plex	urban	townhome
Phase	22	Building		E	Units	1-12	12-plex	
Phase	23	Building		F	Units	1-12	12-plex	
Phase	24	Building		G	Units	1-12	12-plex	
Phase	25	Building		H	Units	1-12	12-plex	
Phase	26	Building		I	Units	1-12	12-plex	
Phase	27	Building		J	Units	1-12	12-plex	
Phase	28	Building		K	Units	1-12	12-plex	
Phase	29	Building		L	Units	1-12	12-plex	
Phase	30	Building		M	Units	1-12	12-plex	

The additional Buildings and Units are located within a portion of the Additional Land. There are currently one hundred and four (104) residential Units in the Project. Upon the recordation of the Maps for the additional Phases and this First Supplement to the Declaration, the total number of residential Units in the Project will be two hundred and thirty two (232) and one (1) Commercial Lot. The residential Buildings and Units in each new Phase are or will be substantially similar in construction, design, and quality to the residential Buildings and Units in the prior Phases. In addition, upon the recordation of the Final Plat for the Commercial Property, the exact number of Buildings and Units in the Commercial Lot #1 will be determined. The Commercial Buildings and Units will also be constructed in harmony with the design scheme, construction materials and aesthetics of the residential Neighborhoods.

5. **Percentage Interest Revised.** Pursuant to the Act and the Declaration, Declarant is required, with the additional Units, to reallocate the undivided percentages of ownership interest in the Common Areas and Facilities. Exhibit "C" (Percentages of Undivided Ownership Interests) to the Declaration is hereby deleted in its entirety and "Revised Exhibit 'C,'" attached hereto and incorporated herein by this reference, is substituted in lieu thereof. The ultimate percentage of ownership interest for each Commercial Unit in the Commercial Lot #1 Property

will be a fraction in which the numerator is one (1) and the denominator is the total number of Commercial Units.

6. **Additional Sections.** The following additional Sections are hereby added to the Declaration.

52. **Commercial Neighborhood Board of Directors' Rights and Obligations.**

(a) **Commercial Neighborhood Board of Directors.** Subject to the rights of the Association, the unique business, property and affairs of the Commercial Neighborhood Association shall be managed by a Commercial Neighborhood Board of Directors composed of three (3) individuals. Until the first regular meeting of the Commercial Neighborhood Association is held after the termination of the Declarant's Period of Control, the Declarant alone shall be entitled to select the three (3) members of the Commercial Neighborhood Board of Directors. In the event a seat on the Commercial Neighborhood Board of Directors which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Commercial Neighborhood Board of Directors for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Commercial Neighborhood Board of Directors members shall elect a replacement as provided in the Commercial Neighborhood Bylaws.

(b) **Right and Privilege.** The Commercial Neighborhood Board of Directors may exercise any right or privilege given to it expressly by the Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(c) **Obligations.** The Commercial Neighborhood Board of Directors shall have the rights and obligations set forth in the Commercial Neighborhood Bylaws.

(d) **Management.** Subject to the right of the Association, the Commercial Neighborhood Board of Directors shall be responsible for the management and control of the physical improvements unique and common to the Commercial Neighborhood, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Commercial Neighborhood Board of Directors shall be responsible for repair or replacement of such and shall have the right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the Commercial Neighborhood Association shall be a Commercial Neighborhood Expense.

(e) **Commercial Neighborhood Expenses.** The Commercial Neighborhood Board of Directors may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Commercial Neighborhood Board of Directors shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Commercial Neighborhood Board of Directors or by any person or entity with whom or which it contracts. The Commercial Neighborhood Board of Directors may obtain and pay for necessary legal and accounting services or desirable in connection with the operation of the Property; the enforcement of the Declaration, the Commercial Neighborhood Bylaws, or any Rules and Regulations. The cost of unique services provided by the Commercial Neighborhood Association shall be a Commercial Neighborhood Expense.

(f) **Property, Machinery and Equipment.** The Commercial Neighborhood Board of Directors may acquire and hold, for the use and benefit of all Commercial Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Commercial Unit Owners equally.

(g) **Rules and Regulations.** The Commercial Neighborhood Board of Directors may make Rules and Regulations governing the use of the Commercial Property.

(h) **Suspension of Rights.** The Commercial Neighborhood Board of Directors may suspend an Owner's voting rights for the period during which such Commercial Unit Owner fails to comply with the governing documents. Notice of non-compliance will be sent to a Commercial Unit Owner at least ten (10) days prior to any meeting at which action may be taken by the Commercial Unit Owners.

(i) **Judicial Action.** The Commercial Neighborhood Board of Directors may also take judicial action against any Commercial Unit Owner to enforce compliance with the Rules and Regulations, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

(j) **Delegation.** The Commercial Neighborhood Board of Directors may delegate its rights and responsibilities, in whole or in part, to the Management Committee of the Association.

53. **Commercial Neighborhood Assessments.**

(a) **Independent Duty to Pay Commercial Neighborhood Assessments.** Each Commercial Unit Owner of a Commercial Unit, by the acceptance of a deed therefore, whether or not it be so expressed in the deed,

hereby covenants and agrees with each other to pay to his share of the Common Expenses and any Commercial Neighborhood Expenses, as well as all other fees as provided in the Project Documents.

(b) **Declarant Exemption.** The Declarant is not required to pay Commercial Neighborhood Assessments on Commercial Units owned by it until the property is sold or sixty (60) days after a final certificate of occupancy is issued, whichever first occurs.

(c) **Basis for Annual Commercial Neighborhood Assessments.** The total Annual Commercial Neighborhood Assessments against all Commercial Units shall be based upon advance estimates of cash requirements by the Commercial Management Committee to provide for the management of the Commercial Neighborhood Association and the maintenance, repair and replacement of physical improvements unique and common to the Commercial Neighborhood.

(d) **Apportionment.** Commercial Neighborhood Expenses shall be apportioned among all Commercial Units equally.

(e) **Notice of Annual Commercial Neighborhood Assessments.** Annual Commercial Neighborhood Assessments shall be made on a calendar year basis. The Commercial Management Committee shall give written notice of each Annual Commercial Neighborhood Assessment with respect to an Commercial Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first Annual Commercial Neighborhood Assessment shall be for the balance of the calendar year remaining after the date fixed by the Commercial Management Committee. Each Annual Commercial Neighborhood Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(f) **Special Commercial Neighborhood Assessments.** In addition to Annual Commercial Neighborhood Assessments, the Commercial Management Committee may levy in any assessment year a Special Commercial Neighborhood Assessment, payable over such a period as the Commercial Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Commercial Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Commercial Unit Owners

equally and uniformly. Notice in writing of the amount of such Special Commercial Neighborhood Assessments and the time for their payment shall be given promptly to the Commercial Unit Owners. Payment shall be due on the dates and in the manner provided in the notice. Any Special Commercial Neighborhood Assessment or part thereof shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(g) **Lien Rights.** All sums assessed to any Commercial Unit pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such Commercial Unit in favor of the Commercial Neighborhood Association. Such lien shall have such priorities as established by law.

(h) **Notice of Lien.** To establish a lien for any unpaid assessment, the Commercial Management Committee shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Commercial Management Committee as provided by law. The lien shall also secure, and the Commercial Unit Owner shall also be required to pay to the Commercial Management Committee any assessments against the Commercial Unit which shall become due during the period of foreclosure sale or other legal sale. The Commercial Management Committee may bid on the Commercial Unit at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Commercial Unit Owner thereof.

(i) **Release of Lien.** A release of lien shall be executed by the Commercial Management Committee and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(k) **Rights of Other Lienholders.** An encumbrancer holding a lien on an Commercial Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Commercial Management Committee with respect to such lien, including priority.

(l) **Personal Obligation of Commercial Unit Owner.** The amount of any Annual or Special Commercial Neighborhood Assessment against any Commercial Unit shall be the personal obligation of the Commercial Unit Owner thereof to the Commercial Neighborhood Association. Suit to recover a judgment of such personal obligation shall be maintainable by the Commercial Management Committee without foreclosing or waiving the lien securing the same. No Commercial Unit Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of a Commercial Unit.



(m) **Statement of Assessments Due.** Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Commercial Unit Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of an Commercial Unit, the Commercial Management Committee shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to such Commercial Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Commercial Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the making of such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien and unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquires the Commercial Unit.

(n) **Liability of Buyers and Sellers.** Subject to the provisions hereof, a purchaser of a Commercial Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Commercial Unit up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(o) **Right to Suspend Privilege to Use Recreational Amenities or Voting Rights, and Assignment of Rents.** The Commercial Management Committee may elect to (a) terminate utilities and the right to use amenities for non-payment of Assessments and/or (b) collect rents directly from a renter if the Commercial Unit Owner who is renting the Commercial Unit fails to pay any Assessment for a period of more than 60 days after it is due and payable,

(p) **Foreclosures and Past Due Accounts.** Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Commercial Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Commercial Unit in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including a reasonable attorneys fee, against the Commercial Unit for its share of the Commercial Neighborhood Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee

#### 54. Use of Commercial Units.

(a) **Commercial Use.** Each Commercial Unit is intended and restricted to be used for commercial use. No Commercial Unit shall be used except for commercial purposes. Each Commercial Unit Owner shall have and enjoy the privileges of fee simple Commercial Unit Ownership of his Commercial Unit. There shall be no requirements concerning who may own a Commercial Unit, it being intended that they may and shall be owned as any other property rights by any Person. The Project shall be used only for commercial purposes, except as expressly set forth below, and the Common Areas and Facilities in the Commercial Neighborhood shall only be used in a manner consistent with the commercial nature of the Tract and mixed use nature of Project.

(b) **No Obstructions.** There shall be no obstruction of Common Area and Facilities by Commercial Unit Owners and/or their Permittees without the prior written consent of the Commercial Management Committee. The Commercial Management Committee may, by Rules and Regulations, prohibit or limit the use of Common Area and Facilities as may be reasonably necessary for protecting the interests of all Commercial Unit Owners or protecting the Commercial Units or the Common Area and Facilities. Nothing shall be kept or stored on any part of the Common Area and Facilities without the prior written consent of the Commercial Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area and Facilities except upon the prior written consent of the Commercial Management Committee. With permission from the Commercial Management Committee, Commercial Unit Owners may designate the use of parking spaces as "Reserved" or for a "Customer."

(c) **Insurance.** Nothing shall be done or kept in any Commercial Unit or in the Common Area and Facilities which would result in the cancellation of the insurance on the Property or increase the rate of the insurance on the Property, over what the Commercial Management Committee, but for such activity, would pay, without the prior written consent of the Commercial Management Committee. Nothing shall be done or kept in any Commercial Unit or in the Common Area and Facilities or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area and Facilities or shall be committed by any Commercial Unit Owner or any invitee of any Commercial Unit Owner, and each Commercial Unit Owner shall indemnify and hold the Commercial Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by that Commercial Unit Owner or an invitee; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Commercial Unit Owner. No obnoxious, destructive or offensive activity shall be carried on in any Commercial Unit or in the Common Area and

Facilities, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Commercial Unit Owner or to any person at any time lawfully residing on the Property.

(d) **Maintenance.** Each Commercial Unit Owner shall keep the interior of his Commercial Unit in a clean, sanitary and attractive condition, and good state of repair.

(e) **Rules.** No Commercial Unit Owner shall violate the Commercial Rules and Regulations as adopted from time to time by the Commercial Management Committee.

(f) **Structural Alterations.** No structural alterations, plumbing, electrical or similar work within a Building or the Common Area and Facilities shall be done by any Commercial Unit Owner or Permittee without the prior written consent of the Commercial Management Committee, except emergency repair.

(g) **No Interference.** Notwithstanding anything herein to the contrary, until the Declarant has completed and sold all of the Commercial Units, neither the Commercial Unit Owners who have purchased Commercial Units nor the Commercial Management Committee shall interfere with the completion of the contemplated improvements and sale of the Commercial Units. The Declarant may make such use of the unsold Commercial Units and the Common Area and Facilities as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Commercial Units, and the display of signs.

(h) **Equal and Fair Treatment.** Similarly situated Commercial Unit Owners and Occupants shall be treated similarly.

(i) **Holidays.** The rights of Commercial Unit Owners and Permittees to display religious and holiday signs, symbols, and decorations on their Commercial Units of the kinds normally displayed in offices located in a mixed use planned neighborhood shall not be abridged, except that the Association may adopt time, place, and manner restrictions regulating displays which are visible from outside the Commercial Unit.

(j) **Occupancy.** No rule shall interfere with the freedom of Commercial Unit Owners or Permittees to determine the composition of their offices, except that the Commercial Neighborhood Association shall have the power to limit the total number of Occupants permitted in each Commercial Unit on the basis of the size and facilities of the Commercial Unit and its fair share use of the Common Area and Facilities.

(k) **Safety.** No rule shall interfere with the activities carried on within the confines of Commercial Units, except that the Association may prohibit activities not normally associated with property restricted to commercial use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Commercial Unit Owners, that create a danger to the health or safety of the other occupants and residents at East Town Village, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Commercial Unit, or that create an unreasonable sounds of annoyance.

(l) **Residential Use Prohibited.** No Commercial Unit may be occupied or used as a residence or for residential purposes.

(m) **Transportation Devices.** All motor vehicles, bicycles or transportation devices of any kind shall be governed by the rules and regulations adopted by the Commercial Management Committee.

(n) **Dumping.** No Commercial Unit shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

(o) **Satellite Dishes and FCC Guidelines.** Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written guidelines established for or by each Commercial Neighborhood. The Commercial Management Committee may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations

(p) **Pets.** No pets, animals, livestock, or poultry of any kind may be commercially bred at the Property. A guard dog may be maintained in a Commercial Unit provided it does not create a nuisance.

(q) **Signs.** Signs, billboards or advertising structures or devices of any kind must be in accordance with the signage regulations established by the Declarant and/or the Association.

(r) **Zoning.** All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Property land use and buildings.

(s) **Nuisance.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the Commercial Neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

(t) **Everyday Sounds and Noises.** This Property is located by and is subject to the normal, everyday sounds, odors, and all other aspects associated with the nearby manufacturing area and outdoor entertainment .

(u) **Leasing.** No rule shall prohibit the leasing or transferring of any Commercial Unit.

(v) **Dispute Resolution.** In the event of a dispute between the City, Commercial Neighborhood Association, Association and/or a Commercial Unit Owner as to the interpretation of a zoning ordinance, the decision of the City shall in all respects be binding, final and conclusive. In the event of a dispute between the Commercial Neighborhood Association, Association and/or a Commercial Unit Owner as to the interpretation of the restrictive covenants governing East Town Village, including by way of illustration but not limitation the allowed commercial, business or trade use of a Commercial Unit, the decision of the Management Committee shall be binding, final and conclusive. The Commercial Neighborhood Association is hereby granted and hereby expressly reserves the right to be more restrictive than the applicable City ordinance or Association rules and regulations.

56. **Common Expenses.** Each Commercial Unit shall be responsible to pay an Assessment to the Association equal to  $\frac{1}{4}$  of the amount of the Assessment for a residential Unit. Commercial Neighborhood Expenses shall be charged to the Commercial Units equally and uniformly.

57. **Voting Rights.** Each Commercial Unit shall have a voting right on Association issues equal to  $\frac{1}{4}$  of the voting right for a residential Unit. On matters affecting only and exclusively the Commercial Neighborhood, voting rights shall be allocated equally and uniformly among all of the Commercial Units.

58. **Commercial Neighborhood Obligation for Insurance Costs.** The insurance costs attributable to a specific Commercial Neighborhood for insurance coverage on Common Areas and Facilities and/or Commercial Units in the Commercial Neighborhood shall be assessed to the Commercial Neighborhood as a Commercial Neighborhood Assessment.

59. **Amendment to Provisions of Declaration Affecting Commercial Units.**

(a) **General.** Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to the Declaration affecting Commercial Units shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Commercial Units cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this

Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the Association. In such instrument an officer or delegate of the Association shall certify that the vote required by this Section for amendment has occurred.

(b) **Initial Declarant Right to Amend.** The Declarant alone may amend or terminate the provisions of the Declaration affecting the Commercial Units prior to the closing of a sale of the first Commercial Unit.

(c) **Unilateral Right to Amend Under Certain Conditions.** Notwithstanding anything contained in the provisions of the Declaration affecting Commercial Units to the contrary, the provisions of the Declaration affecting Commercial Units may be amended unilaterally at any time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot unless any such Owner shall consent thereto in writing.

(d) **Declarant's Right to Amend Unilaterally Prior to Termination of Declarant's Right to Control.** Prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend the provisions of the Declaration affecting Commercial Units for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(e) **To Satisfy Requirements of Lenders.** Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of the provisions of the Declaration affecting Commercial Units to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the provisions of the Declaration affecting Commercial Units or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be

binding upon all Lots and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend the provisions of the Declaration affecting Commercial Units to restore such control.

(f) **Declarant's Rights.** No provision of the provisions of the Declaration affecting Commercial Units reserving or granting to Declarant the Developmental Rights shall be amended without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

7. **Effective Date.** The effective date of this First Supplement to the Declaration and the Map(s) for Commercial plat, Phases 18-30, inclusive, shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

EXECUTED the 6 day of July, 2007.

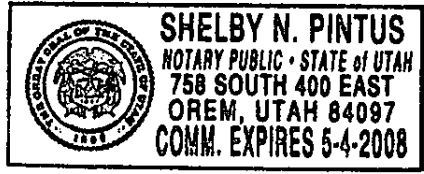
EAST TOWN VILLAGE, L.C.,  
a Utah limited liability company

By:   
Name: William L. Montgomery  
Title: Manager

STATE OF UTAH            )  
  ss:  
COUNTY OF UTAH        )

On the 6 day of July, 2007, personally appeared before me William L. Montgomery, who by me being duly sworn, did say that he is the Manager of EAST TOWN VILLAGE, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said William L. Montgomery duly acknowledged to me that said Company executed the same.

Shelby N Pintus  
NOTARY PUBLIC  
Residing At: oremi, UT  
Commission Expires: 5-4-2008





**EXHIBIT "A"**  
**EAST TOWN VILLAGE COMMERCIAL PROPERTY LEGAL DESCRIPTION**

The land described in the foregoing document as the Commercial Property Phase of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

COMMERCIAL PLAT

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 338.93 FEET AND EAST 49.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 00°21'25" W 275.53 FEET; THENCE S 89°54'59" E 106.44 FEET; THENCE NORTH 272.93 FEET; THENCE ALONG THE ARC OF A 124.00 FOOT RADIUS CURVE TO THE RIGHT 5.82 FEET (CURVE HAS A CENTRAL ANGLE OF 02°41'14" AND A CHORD THAT BEARS N 61°49'16" W 5.82 FEET); THENCE WEST 99.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 29,092 SF

**EXHIBIT "A-18"**

**EAST TOWN VILLAGE CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 18 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "18"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 355.03 FEET AND EAST 258.51 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE SOUTH 137.97 FEET; THENCE EAST 74.24 FEET; THENCE NORTH 133.47 FEET; THENCE ALONG THE ARC OF A 4.50 FOOT RADIUS CURVE TO THE LEFT 7.07 FEET (CURVE HAS A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N 45°00'00" W 6.36 FEET); THENCE WEST 69.74 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,239 SF

**EXHIBIT "A-19"**

**EAST TOWN VILLAGE CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 19 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "19"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 341.68 FEET AND EAST 154.24 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE SOUTH 151.33 FEET; THENCE EAST 104.18 FEET; THENCE NORTH 137.97 FEET; THENCE WEST 48.21 FEET; THENCE ALONG THE ARC OF A 124.00 FOOT RADIUS CURVE TO THE RIGHT 58.08 FEET (CURVE HAS A CENTRAL ANGLE OF 26°50'06" AND A CHORD THAT BEARS N 76°34'57" W 57.55 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 14,618 SF

**EXHIBIT "A-20"**

**EAST TOWN VILLAGE CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 20 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "20"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 493.01 FEET AND EAST 155.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE SOUTH 121.60 FEET; THENCE S 89°54'59" E 104.18 FEET; THENCE NORTH 121.76 FEET; THENCE WEST 104.18 FEET TO THE POINT OF BEGINNING.

CONTAINS: 12,677 SF

**EXHIBIT "A-21"**

**EAST TOWN VILLAGE CONDOMINIUM  
LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 21 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "21"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 493.01 FEET AND EAST 259.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE SOUTH 121.76 FEET; THENCE S 89°54'59" E 74.24 FEET; THENCE NORTH 121.86 FEET; THENCE WEST 74.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: 9,043 SF

**EXHIBIT "A-22"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 22 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "22"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 3.52 FEET AND EAST 717.51 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

THENCE SOUTH 57.34 FEET; THENCE S 14°19'57" E 111.92 FEET; THENCE N 75°40'03" E 16.20 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 25.02 FEET (CURVE HAS A CENTRAL ANGLE OF 14°19'57" AND A CHORD THAT BEARS N 82°50'01" E 24.95 FEET); THENCE EAST 76.40 FEET; THENCE N 00°00'07" E 158.65 FEET; THENCE WEST 144.56 FEET TO THE POINT OF BEGINNING.

CONTAINS: 21,736 SF

**EXHIBIT "A-23"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 23 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "23"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 0°21'25"W 3.52 FEET AND EAST 862.07 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05"E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08"E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 0°21'25"W);

RUNNING THENCE S 00°00'07" W 158.65 FEET; THENCE EAST 122.54 FEET; THENCE N 37°22'02" E 92.67 FEET; THENCE NORTH 85.00 FEET; THENCE WEST 178.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26,291 SF

**EXHIBIT "A-24"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 24 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "24"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 0°21'25" W 162.18 FEET AND EAST 935.44 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 20°00'00" E 130.38 FEET; THENCE N 77°49'36" E 226.76 FEET; THENCE ALONG THE ARC OF A 4262.03 FOOT RADIUS CURVE TO THE LEFT 109.37 FEET (CURVE HAS A CENTRAL ANGLE OF 01°28'13" AND A CHORD THAT BEARS N 09°42'02" W 109.36 FEET); THENCE N 74°00'00" W 147.13 FEET; THENCE S 37°22'02" W 92.67 FEET; THENCE WEST 50.15 FEET TO THE POINT OF BEGINNING.

CONTAINS: 33,851 SF



**EXHIBIT "A-25"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 25 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "25"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 0°21'25" W 169.30 FEET AND EAST 746.25 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 0°21'25" W);

RUNNING THENCE S 14°19'57" E 82.60 FEET; THENCE SOUTH 51.99 FEET; THENCE ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT 50.81 FEET (CURVE HAS A CENTRAL ANGLE OF 27°43'33" AND A CHORD THAT BEARS S 59°43'09" E 50.32 FEET); THENCE N 70°00'00" E 108.05 FEET; THENCE S 20°00'00" E 75.50 FEET; THENCE N 70°00'00" E 66.00 FEET; THENCE N 20°00'00" W 187.22 FEET; THENCE WEST 148.79 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 25.02 (CURVE HAS A CENTRAL ANGLE OF 14°19'57" AND A CHORD THAT BEARS S 82°50'01" W 24.95 FEET); THENCE S 75°40'03" W 16.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: 32,367 SF

**EXHIBIT "A-26"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 26 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "26"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 326.69 FEET AND EAST 811.13 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT 47.25 FEET (CURVE HAS A CENTRAL ANGLE OF 25°46'56" AND A CHORD THAT BEARS S 32°57'54" E 46.85 FEET); THENCE S 20°04'26" E 111.01 FEET; THENCE N 70°00'00" E 95.40 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 39.27 FEET (CURVE HAS A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N 25°00'00" E 35.36 FEET); THENCE N 20°00'00" W 56.17 FEET; THENCE S 70°00'00" W 23.00 FEET; THENCE N 20°00'00" W 75.50 FEET; THENCE S 70°00'00" W 108.05 FEET TO THE POINT OF BEGINNING.

CONTAINS: 17,163 SF

**EXHIBIT "A-27"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 27 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "27"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 0°21'25" W 352.81 FEET AND EAST 960.26 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 20°00'00" E 56.17 FEET; THENCE N 70°00'00" E 43.00 FEET; THENCE N 20°00'00" W 31.46 FEET; THENCE N 83°01'37" E 209.75 FEET; THENCE ALONG THE ARC OF A 4262.03 FOOT RADIUS CURVE TO THE LEFT 100.03 (CURVE HAS A CENTRAL ANGLE OF 01°20'41" AND A CHORD THAT BEARS N 08°17'35" W 100.02 FEET); THENCE S 77°49'36" W 226.76 FEET; THENCE S 20°00'00" E 56.83 FEET; THENCE S 70°00'00" W 43.00 TO THE POINT OF BEGINNING.

CONTAINS: 22,081 SF

**EXHIBIT "A-28"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 28 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "28"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 361.33 FEET AND EAST 1009.17 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 20°00'00" E 31.46 FEET; THENCE S 70°00'00" W 23.00 FEET; THENCE S 20°00'00" E 105.83 FEET; THENCE N 70°00'00" E 23.00 FEET; THENCE N 20°00'00" W 31.68 FEET; THENCE N 70°00'00" E 51.71 FEET; THENCE N 85°11'10" E 67.16 FEET; THENCE N 06°33'31" W 20.04 FEET; THENCE N 83°22'34" E 68.50 FEET; THENCE ALONG THE ARC OF A 4262.03 FOOT RADIUS CURVE TO THE LEFT 74.15 FEET (CURVE HAS A CENTRAL ANGLE OF 00°59'48" AND A CHORD THAT BEARS N 07°07'21" W 74.14 FEET); THENCE S 83°01'37" W 209.75 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19,834 SF

**EXHIBIT "A-29"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 29 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

**PLAT "29"**

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 460.57 FEET AND EAST 1045.91 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 20°00'00" E 31.68 FEET; THENCE S 70°00'00" W 23.00 FEET; THENCE S 20°00'00" E 71.00 FEET; THENCE S 04°48'50" E 51.49 FEET; THENCE S 89°54'00" E 182.95 FEET; THENCE N 04°48'50" W 97.57 FEET; THENCE ALONG THE ARC OF A 4262.03 FOOT RADIUS CURVE TO THE LEFT 110.48 FEET (CURVE HAS A CENTRAL ANGLE OF 01°29'07" AND A CHORD THAT BEARS N 05°52'53" W 110.48 FEET); THENCE S 83°22'34" W 68.50 FEET; THENCE S 06°33'31" E 20.04 FEET; THENCE S 85°11'10" W 67.16 FEET; THENCE S 70°00'00" W 51.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 34,267 SF

**EXHIBIT "A-30"**  
**EAST TOWN VILLAGE CONDOMINIUM**  
**LEGAL DESCRIPTION**

The land described in the foregoing document as Phase 30 of the First Supplement Property is located in Salt Lake County, Utah and is described more particularly as follows:

PLAT "30"

BEGINNING AT A POINT S 89°15'05" E 121.06 FEET AND S 00°21'25" W 470.27 FEET AND EAST 875.62 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS BEING BETWEEN THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET, WHICH LIES S 89°15'05" E 121.06 FEET FROM SAID WEST QUARTER CORNER AND THE SALT LAKE COUNTY MONUMENT IN THE CENTERLINE OF STATE STREET WHICH LIES N 89°57'08" E 99.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31, (SAID BEARING BEING S 00°21'25" W);

RUNNING THENCE S 20°04'26" E 155.16 FEET; THENCE S 89°54'00" E 134.92 FEET; THENCE N 04°48'50" W 51.49 FEET; THENCE N 20°00'00" W 176.83 FEET; THENCE S 70°00'00" W 20.00 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 39.27 FEET (CURVE HAS A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S 25°00'00" W 35.36 FEET); THENCE S 70°00'00" W 95.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 25,630 SF

**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<b>Phase</b>	<b>Building No.</b>	<b>Unit No.</b>	<b>Percentage of Ownership Interest</b>
1	1	1	0.4292%
1	1	2	0.4292%
1	1	3	0.4292%
1	1	4	0.4292%
1	1	5	0.4292%
1	1	6	0.4292%
2	2	1	0.4292%
2	2	2	0.4292%
2	2	3	0.4292%
2	2	4	0.4292%
2	2	5	0.4292%
2	2	6	0.4292%
3	A	1	0.4292%
3	A	2	0.4292%
3	A	3	0.4292%
3	A	4	0.4292%
3	A	5	0.4292%
3	A	6	0.4292%
3	A	7	0.4292%
3	A	8	0.4292%
3	A	9	0.4292%
3	A	10	0.4292%
3	A	11	0.4292%
3	A	12	0.4292%
4	B	1	0.4292%
4	B	2	0.4292%
4	B	3	0.4292%
4	B	4	0.4292%
4	B	5	0.4292%
4	B	6	0.4292%
4	B	7	0.4292%
4	B	8	0.4292%
4	B	9	0.4292%
4	B	10	0.4292%
4	B	11	0.4292%
4	B	12	0.4292%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
5	C	1	0.4292%
5	C	2	0.4292%
5	C	3	0.4292%
5	C	4	0.4292%
5	C	5	0.4292%
5	C	6	0.4292%
5	C	7	0.4292%
5	C	8	0.4292%
5	C	9	0.4292%
5	C	10	0.4292%
5	C	11	0.4292%
5	C	12	0.4292%
6	D	1	0.4292%
6	D	2	0.4292%
6	D	3	0.4292%
6	D	4	0.4292%
6	D	5	0.4292%
6	D	6	0.4292%
6	D	7	0.4292%
6	D	8	0.4292%
6	D	9	0.4292%
6	D	10	0.4292%
6	D	11	0.4292%
6	D	12	0.4292%
7	7	1	0.4292%
7	7	2	0.4292%
7	7	3	0.4292%
7	7	4	0.4292%
8	8	1	0.4292%
8	8	2	0.4292%
8	8	3	0.4292%
8	8	4	0.4292%



Phase	Building No.	Unit No.	Percentage of Ownership Interest
9	9	1	0.4292%
9	9	2	0.4292%
9	9	3	0.4292%
9	9	4	0.4292%
10	10	1	0.4292%
10	10	2	0.4292%
10	10	3	0.4292%
10	10	4	0.4292%
11	11	1	0.4292%
11	11	2	0.4292%
11	11	3	0.4292%
11	11	4	0.4292%
12	12	1	0.4292%
12	12	2	0.4292%
12	12	3	0.4292%
12	12	4	0.4292%
13	13	1	0.4292%
13	13	2	0.4292%
13	13	3	0.4292%
13	13	4	0.4292%
14	14	1	0.4292%
14	14	2	0.4292%
14	14	3	0.4292%
14	14	4	0.4292%
15	15	1	0.4292%
15	15	2	0.4292%
15	15	3	0.4292%
15	15	4	0.4292%
16	16	1	0.4292%
16	16	2	0.4292%
16	16	3	0.4292%
16	16	4	0.4292%
17	17	1	0.4292%
17	17	2	0.4292%
17	17	3	0.4292%
17	17	4	0.4292%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
18	3	1	0.4292%
18	3	2	0.4292%
18	3	3	0.4292%
18	3	4	0.4292%
18	3	5	0.4292%
18	3	6	0.4292%
19	4	1	0.4292%
19	4	2	0.4292%
19	4	3	0.4292%
19	4	4	0.4292%
19	4	5	0.4292%
19	4	6	0.4292%
20	5	1	0.4292%
20	5	2	0.4292%
20	5	3	0.4292%
20	5	4	0.4292%
21	6	1	0.4292%
21	6	2	0.4292%
21	6	3	0.4292%
21	6	4	0.4292%
22	E	1	0.4292%
22	E	2	0.4292%
22	E	3	0.4292%
22	E	4	0.4292%
22	E	5	0.4292%
22	E	6	0.4292%
22	E	7	0.4292%
22	E	8	0.4292%
22	E	9	0.4292%
22	E	10	0.4292%
22	E	11	0.4292%
22	E	12	0.4292%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
23	F	1	0.4292%
23	F	2	0.4292%
23	F	3	0.4292%
23	F	4	0.4292%
23	F	5	0.4292%
23	F	6	0.4292%
23	F	7	0.4292%
23	F	8	0.4292%
23	F	9	0.4292%
23	F	10	0.4292%
23	F	11	0.4292%
23	F	12	0.4292%
24	G	1	0.4292%
24	G	2	0.4292%
24	G	3	0.4292%
24	G	4	0.4292%
24	G	5	0.4292%
24	G	6	0.4292%
24	G	7	0.4292%
24	G	8	0.4292%
24	G	9	0.4292%
24	G	10	0.4292%
24	G	11	0.4292%
24	G	12	0.4292%
25	H	1	0.4292%
25	H	2	0.4292%
25	H	3	0.4292%
25	H	4	0.4292%
25	H	5	0.4292%
25	H	6	0.4292%
25	H	7	0.4292%
25	H	8	0.4292%
25	H	9	0.4292%
25	H	10	0.4292%
25	H	11	0.4292%
25	H	12	0.4292%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
26	I	1	0.4292%
26	I	2	0.4292%
26	I	3	0.4292%
26	I	4	0.4292%
26	I	5	0.4292%
26	I	6	0.4292%
26	I	7	0.4292%
26	I	8	0.4292%
26	I	9	0.4292%
26	I	10	0.4292%
26	I	11	0.4292%
26	I	12	0.4292%
27	J	1	0.4292%
27	J	2	0.4292%
27	J	3	0.4292%
27	J	4	0.4292%
27	J	5	0.4292%
27	J	6	0.4292%
27	J	7	0.4292%
27	J	8	0.4292%
27	J	9	0.4292%
27	J	10	0.4292%
27	J	11	0.4292%
27	J	12	0.4292%
28	K	1	0.4292%
28	K	2	0.4292%
28	K	3	0.4292%
28	K	4	0.4292%
28	K	5	0.4292%
28	K	6	0.4292%
28	K	7	0.4292%
28	K	8	0.4292%
28	K	9	0.4292%
28	K	10	0.4292%
28	K	11	0.4292%
28	K	12	0.4292%

Phase	Building No.	Unit No.	Percentage of Ownership Interest
29	L	1	0.4292%
29	L	2	0.4292%
29	L	3	0.4292%
29	L	4	0.4292%
29	L	5	0.4292%
29	L	6	0.4292%
29	L	7	0.4292%
29	L	8	0.4292%
29	L	9	0.4292%
29	L	10	0.4292%
29	L	11	0.4292%
29	L	12	0.4292%
30	M	1	0.4292%
30	M	2	0.4292%
30	M	3	0.4292%
30	M	4	0.4292%
30	M	5	0.4292%
30	M	6	0.4292%
30	M	7	0.4292%
30	M	8	0.4292%
30	M	9	0.4292%
30	M	10	0.4292%
30	M	11	0.4292%
30	M	12	0.4292%
Subtotal	232		
Commercial Lot #1			0.4292%
TOTAL:	233		100.0%