

Recorded FEB 5 1979, 3:15 P.
Request of SECURITY TITLE COMPANY
By PAUL KATE L. DIBON
Recorder, Salt Lake County, Utah
916-50
G. Schvaneveldt

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SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOKSTONE,
A PROWSWOOD OPEN SPACE COMMUNITY CONDOMINIUM (Phase I)

SECURITY TITLE COMPANY
18665 E. Alameda

THIS SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 31st day of January, 1979, by PROWSWOOD, INC., a Utah corporation (hereinafter referred to as "Declarant").

R E C I T A L S:

A. On June 9, 1978, Declarant made and executed a Declaration of Covenants, Conditions and Restrictions of Brookstone, a Prowswood Open Space Community Condominium, Phase No. I (hereinafter referred to as "the Declaration") as part of a plan for the Brookstone Condominium Project ("the Project"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on June 12, 1978 in Book 4687 at page 1204 and following as Entry No. 3121458. The related Record of Survey Map ("the Original Map") was recorded concurrently with the Declaration in Book 78-6-167 of Plats as Entry No. 3121457. The Declaration and the Original Map submitted to the provisions of the Act the following described real property situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point on the centerline of 6400 South Street, said point being S 0°07'45" W 1404.54 feet; thence N 89°57'30" W 2639.85 feet to a monument; thence N 89°46'54" W along the centerline of said 6400 South Street 378.466 feet from the Northeast Corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 356.88 feet; thence East 59.25 feet; thence South 338.00 feet; thence West 112.00 feet; thence South 160.45 feet; thence S 60°00' W 176.17 feet to a point

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on a curve to the right, the radius point of which is N 60°00' E 232.50 feet; thence Northwesterly along the arc of said curve 29.42 feet to a point of tangency; thence N. 22°45' W 161.05 feet to a point of a 1150.0 foot radius curve to the left; thence Northwesterly along the arc of said curve 225.80 feet to a point of a reverse curve to the right, the radius point of which is N 56°00' E 210.0 feet; thence Northerly along the arc of said curve 142.94 feet; thence S 87°13'06" W 196.87 feet; thence N 2°46'54" W 447.00 feet to the centerline of said 6400 South Street; thence S 89°46'54" E along said centerline 641.234 feet to the point of beginning.

B. Under Paragraph 27 of Article III of the Declaration, Declarant reserved an option until the seventh anniversary of the recording of the Declaration to expand the Condominium Project from time to time in compliance with Section 57-8-13.6 of the Utah Condominium Ownership Act (hereinafter referred to as "the Act").

C. Declarant is the fee simple owner of record of that certain real property more particularly described in Article II of this Supplementary Declaration. Declarant desires to expand the initial Project by creating on the real property described in Article II a residential condominium development.

D. 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, in order, without limitation. Accordingly, Declarant now intends that the real property described in Article II of this Supplementary Declaration shall become subject to the Declaration. To this end and for the benefit of the Project

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and the owners thereof, Declarant desires to adopt this Supplementary Declaration in accordance with Article III of the Declaration.

I. DEFINITIONS

When used in this Supplementary Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Supplementary Declaration shall mean and refer to this Supplementary Declaration of and Amendment to Covenants, Conditions, and Restrictions of Brookstone Condominium Project, Phase I.
2. Supplemental Map II shall mean and refer to the Supplemental Record of Survey Map of Phase II of Brookstone Condominium Project ("the Supplemental Map II") executed and acknowledged by Declarant, prepared and certified to by Robert B. Jones, (a duly registered Utah Land Surveyor holding Certificate No. 1525) and filed for record in the office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Supplementary Declaration.
3. The definitions contained in paragraphs 5, 11, 12 and 19 of Article I of the Declaration are hereby deleted in their entirety, and the following are substituted in lieu thereof:
 - (a) "5. Property shall mean and refer to the land described in Article II of the Declaration and such portions of the Additional Land which are annexed to the Project as provided herein, the buildings, all improvements

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and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith".

(b) "11. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the Percentage Interest in the Common Areas which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, upon the notice to the Committee by the purchaser, unless the seller and the purchaser have otherwise agreed and had informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership".

(c) "12. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, any management agreement for operation of Project, and such Rules and Regulations as the Management Committee may from time to time make and adopt. By way of illustration but not limitation, common expenses shall include: (i) expenses of administration, maintenance, operation, repair, replacement of those elements of the Common Areas that must be replaced on a periodic basis, and other reserves as may be from time to time established pursuant to the Declaration; (ii) expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Owners in accordance with the Declaration; (iii) expenses declared Common Expenses by the provisions of the Act or by this

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Declaration; and (iv) any valid charge against the Project as a whole".

"19. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered. First Mortgage shall refer to a Mortgage which has a lien position prior to any other Mortgage".

4. Other Definitions. Except as herein otherwise defined, the definitions of certain word or words contained in this Supplementary Declaration shall be the same as those defined in the Declaration.

II. PROPERTY DESCRIPTION

The real property which is hereby submitted to the provisions of the Act and which shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Supplementary Declaration consists of the following described real property situated in Salt Lake County, State of Utah:

Beginning at the center of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence N 89°37'20" W along the south line of the northwest quarter of said section 1096.07 feet to the east line of Rothmoor Estates No. 1 Subdivision; thence along the east line of said Subdivision as follows: N 26°13'06" E 287.73 feet; thence N 70°43'06" E 188.10 feet; thence N 26°16'54" W 272.24 feet; thence N 36°31'54" W 132.00 feet; thence N 2°46'54" W 114.01 feet; thence leaving said east line N 87°13'06" E 196.87 feet to a point on a curve to the left; the radius point of which is S 85°00' E 210.0 feet; thence Southeasterly along the arc of said curve 142.94 feet, to a point of a reverse curve to the right, the radius point of which is S 56°00' W 1150.0 feet; thence Southeasterly along the arc of said curve 225.80 feet to a point of tangency; thence S 22°45' E 161.05 feet to a point of a 232.50 foot radius curve to the left; thence Southeasterly along the arc of said curve 29.42 feet; thence N 60°00' E 176.17 feet; thence North 160.45 feet; thence East 112.00 feet; thence North 338.0 feet; thence East 68.765 feet to a point of a 90.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 145.56 feet to a point of

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tangency; thence S 2°40' W 137.00 feet to a point of a 1000.0 foot radius curve to the left; thence Southerly along the arc of said curve 168.715 feet to a point of tangency; thence S 7°00' E 170.00 feet to a point of a 120.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 128.42 feet; thence S 35°41' E 38.465 feet; thence S 89°54'30" E 325.20 feet; thence S 0°05'30" W 56.135 feet; thence S 20°14'17" W 85.37 feet; thence S 0°16'04" W 31.00 feet; thence N 89°43'56" W 130.90 feet to the point of beginning. Contains 12.197 Acres

Subject to easements of record, and visible, and subject, also, to restrictions and covenants of record.

RESERVING UNTO THE DECLARANT a perpetual 24 foot right-of-way easement for ingress and egress the centerline of which is described as follows:

Beginning at a point on the south right of way line of 6400 South Street, said point being North 89°46'54" West along the center line of said 6400 South Street 537.59 feet and South 0°13'06" West 33.00 feet from a Salt Lake County monument at the point where the center line of said 6400 South Street intersects the west line of the Northeast quarter of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point of beginning also being North 1203.13 feet and West 535.74 feet from the center of said Section 21 and running thence South 0°13'06" West 324.485 feet; thence East 288.50 feet to a point of a 90.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 145.56 feet to a point of tangency; thence South 2°40' West 137.00 feet to a point of a 1000.0 foot radius curve to the left; thence Southerly along the arc of said curve 168.715 feet to a point of tangency; thence South 7°00' East 170.00 feet to a point of a 120.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 128.42 feet; thence South 35°41' East 38.465 feet; thence South 89°54'30" East 170.58 feet; thence South 69°54'30" East 21.93 feet; thence South 89°54'30" East 52.82 feet; thence South 44°54'30" East 102.47 feet to a point on the Northwesterly line of a RV. storage area said point being North 86.68 feet and East 151.80 feet from the center of said Section 21.

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III. EFFECT OF FOREGOING SUBMISSION

Declarant hereby declares that the real property described in Article II of this Supplementary Declaration shall be annexed to and become subject to the Declaration, which upon recordation of this Supplementary Declaration shall constitute and effectuate the expansion of the initial (Phase I) Project, making the real property described in Article II of the Supplementary Declaration subject to the functions, powers, rights, duties and jurisdiction of the Association of Unit Owners.

IV. UNITS CREATED BY EXPANSION

As shown on the Supplemental Map II, eighty-four (84) additional Units are created in the Project on the real property described in Article II of the Supplementary Declaration. Said additional Units are located within a portion of the Additional Land. Upon the recordation of the Supplemental Map II and this Supplementary Declaration, the total number of Units in the Project will be 140. The said Additional Units are substantially similar in construction and design to the Units in Phase I.

V. REALLOCATION OF PERCENTAGE INTERESTS

1. Reallocation. Under the Act and by Article III of the Declaration, in connection with an amendment such as that accomplished by this instrument, Declarant is required to amend the Declaration so as to reallocate the Percentage Interest appurtenant to each Unit. Accordingly, Exhibit "A" to the Declaration is amended in its entirety to read as does the "Revised Exhibit "A"" attached to this Supplementary

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Declaration and made a part hereof by reference. The reallocated Percentage Interest which are contained in said Revised Exhibit "A", as required by Paragraph 5 of Article III of the Declaration, have been computed on the basis of the Size that each of the Units bears to the total Size of all the Units.

VI. AMENDMENTS OF THE DECLARATION

Under Paragraph 29 of Article III of the Declaration, Declarant reserved the right to unilaterally amend the Declaration until all but five Units of the entire Project have been sold. Declarant is Owner of more than five Units of the entire Project. It is in the best interests of each Unit Owner that mortgage loan financing for Units contained in the Project be available both readily and upon terms which, in general, are as favorable as possible in light of existing market conditions. In view of this fact, Declarant considers it appropriate, if not essential, to take such reasonable steps as may be necessary to make Units in the Project as attractive as possible to Mortgagees. To enhance such goal, Declarant has concluded that the Declaration should be amended in certain respects as hereinafter contained which may significantly advance the interests of each Unit Owner, but will not substantially and adversely affect the interests of the Association of Unit Owners.

Accordingly, Declarant hereby amends Article III of the Declaration as follows:

1. Delete in its entirety Paragraph 5 captioned "Computation of Undivided Interests" of the Declaration and substitute in lieu thereof the following:

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"5. Computation of Percentage Interests. The proportionate share of the Unit Owners in the Common Areas of the Project is based on the Size that each of the Units bears to the total Size of all Units and the Percentage Interest of the respective Unit Owners will be adjusted at such time or times as the Project is expanded as provided in the Declaration to reflect the increased total Size of all Units resulting from expansion. The proportionate ownership in the Common Areas shall be for all purposes including, but not limited to, voting, participation in Common Profits, and assessments for Common Expenses. The maximum interest shall be subject, as to each Unit Owner, to diminution to a minimum of .2522% in the event the Project is expanded to the maximum number of units set forth in Paragraph 27".

2. Delete Paragraph 13 captioned "Status and General Authority of Committee" in its entirety and substitute in lieu thereof the following:

"13. Status and General Authority of Committee. Notwithstanding anything herein contained to the contrary, the Condominium Project shall be managed, operated, and maintained by the Management Committee exclusively as agent of, and in the name of, the Association and any act performed by the Management Committee pursuant to this Declaration or the By-Laws, as the same may be amended from time to time, shall be deemed to be performed by the Committee for and on behalf of the Association as its agent. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) The authority, without vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities.

(b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment.

(c) The power to sue and be sued.

(d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(e) The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

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(g) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.

(h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$5,000.00 without the prior approval of the Majority of the Owners.

(i) The authority to promulgate such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(j) The power and authority to perform any other acts and to enter into any other transaction which may be reasonably necessary for the Management Committee to perform its functions as agent of the Association.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument".

3. Delete paragraph 25 captioned "Insurance"

in its entirety and substitute in lieu thereof the following:

"25. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverages:

(a) A multi-peril policy or policies of fire and casualty insurance, with extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). Each such policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear. The assured shall be the Association.

(b) A comprehensive policy of public liability

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insurance insuring the Association, the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Common Areas and public ways of the Project or of any Unit which may arise among themselves, to the public, or to any invitees, or tenants of the Project, or of the Unit Owners. Limits to liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal property injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

(c) The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Committee Members, Manager, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance and bond coverage described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with all condominium projects similar to the Project in construction, nature and use.

(b) Each hazard insurance policy shall be written by a company holding a financial rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Borrower, any first Mortgage, or its designee; or (ii) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy

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includes any limiting clauses other than insurance conditions) which could prevent any first Mortgagee (including its designee) or the borrower from collecting insurance proceeds.

(c) The Committee shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(e) Each policy of insurance obtained by the Committee shall provide: a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area in which the Project is located; a waiver (if available) of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Unit Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners; and that a mortgagee clause endorsement which must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(f) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within 30 days after he acquires such insurance.

(g) The Project is not located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Project should be declared to be in such flood area, a blanket policy of flood insurance on the Project shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time".

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4. Delete paragraph 27(a) captioned "Reservation of Option to Expand" and substitute in lieu thereof the following:

"27. (a) Reservation of Option to Expand. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to expand the Project from time to time in compliance with Sections 57-8-13.6 of the Act, as the same may be amended from time to time, without the consent of any Unit Owner or Mortgagee. Until all portions of the Additional Land are included in the Project, or until the right to expand the Project terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to amend or supplement this Declaration and the Map as may be reasonably necessary or desirable to facilitate the practical, technical, functional, or administrative integration of Phase I or of any subsequent Phase into the Project. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration which by the provisions of such Amendment terminates the right to expand. Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area described on Exhibit "C" hereto. There are no other limitations on the option to expand.

(b) Assurances. Declarant makes no assurances as to the location of buildings or other improvements on the Additional Land. At such time as the Project is expanded, the maximum number of Units on the Additional Land will be no more than 154 Units. Units to be constructed on the Additional Land will be compatible in quality, materials and architectural style with the Units hereby submitted to the provisions of the Act. Units on Additional Land will be substantially identical or similar to those within the initial phase of the Project and no Unit will be constructed on Additional Land which will not be substantially identical to the Units depicted on the Map. Declarant expressly reserves the right to create Limited Common Areas on the Additional Land and to designate Common Areas therein which may be subsequently assigned as Limited Common Areas. Declarant makes no assurances as to type, size or maximum number of such Common Areas or Limited Common Areas. The allocation of Percentage Interests in the Additional Land shall be computed as required by Section 57-8-13.10 of the Act on the basis of Size of Units. In the event the Declarant shall not add any portion of the Additional Land, Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction. The maximum number of Units per acre that may be created on any portion of the

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Additional Land added to the Project shall be eight Units. There will be no Unit that may be created on the Additional Land or any portion thereof the use of which will not be restricted exclusively to residential purposes. Declarant makes no assurances as to what improvements, if any, will be made on the Additional Land with respect to kind of improvements thereof. Declarant makes no assurances as to what improvements, if any, will be made on the Additional Land".

(c) Expansion of Definitions. In the event the Project is expanded all the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "Property" shall mean the real property described in Article II of this Declaration plus any additional real property added by a Supplemental and/or Amended Declaration or by Supplemental and/or Amended Declarations, and reference to this Declaration shall mean this Declaration as so supplemented or amended; "Common Areas" shall be expanded to include those Common Areas as included in this Declaration and depicted on any additional phase Map and Supplementary Declaration or Declarations; and so forth.

(d) No Obligation to Expand. Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant in any way with regard to: (i) the submission of any portion of the Additional Land to the provisions of the Act as a Tract or Tracts; (ii) the creation construction, or addition to the Project of any additional Phase or Phases; (iii) the carrying out in any particular way or within any particular time of any development which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land, the Project, any Tract, or any Phase.

5. Delete Paragraph 29 captioned "Amendment" in its entirety and substitute in lieu thereof the following:

"29. Amendment. Except as provided below, the vote of at least 67% of the Percentage Interest of the Unit Owners in person or represented by proxy at a meeting of the Association at which a quorum is present shall be required to amend the Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

(a) Except as hereinafter provided, until all but five Units of the entire Project have been sold, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration or the Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or Mortgagee.

(b) Notwithstanding anything to the contrary contained in the Declaration, including in the

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immediately preceding paragraph, neither the insurance provisions of paragraph 25, the Mortgagee protection provisions of paragraph 33, nor the maximum minimum Percentage Interest in the Common Areas provision of paragraph 5, shall be amended without the written approval of all institutional first Mortgagees".

6. Delete sub-paragraph (a) of Paragraph 33 captioned "Mortgagee Protection" in its entirety and substitute in lieu thereof the following:

"(a) An adequate reserve fund for repair, maintenance and replacement of those elements of the Common Areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by special assessments".

7. Delete sub-paragraph (c) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(c) Any Mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal", or other provisions which may exist relating to sale or lease of the Units in the Project, and no right of first refusal shall impair the rights of any first Mortgagee to (i) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor, or (iii) interfere with a subsequent sale or lease of the Unit so acquired by the Mortgagee".

8. Delete sub-paragraph (e) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(e) In the event of damage to or destruction of any Unit, which loss exceeds \$1,000.00, or any part of the Common Areas, which loss exceeds \$10,000.00 the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit Owner of any insurance proceeds regardless of the amount of loss. Upon request of any first mortgagee the Association must provide a letter to said first Mortgagee wherein the Association agrees to notify the first Mortgagee or any organization it designates at the address indicated by the Mortgagee whenever (i) damage to a Unit covered by the first Mortgagee's Mortgage exceeds \$1,000.00, or (ii) damage to the Common Areas and related facilities exceeds \$10,000.00".

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9. Delete sub-paragraph (f) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(f) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first Mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition. No Unit Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Unit Owner of the proceeds of any award or settlement".

10. Delete sub-paragraph (i) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(i) Any holder of a Mortgage is entitled to written notification from the Management Committee of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligation under the Declaration which is not cured within sixty (60) days".

11. Delete sub-paragraph (k)(2) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(2) Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or for (ii) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas, except as necessary to allow the expansion of Project as provided in the Declaration".

12. Delete sub-paragraph (k)(4) of Paragraph 33 in its entirety and substitute in lieu thereof the following:

"(4) Make any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the Percentage Interests of the Unit Owners in the Common Areas, except as may be necessary to effect expansion of the Project as provided in the Declaration".

13. Amend portion of paragraph 15 captioned "Composition of Management Committee" by deleting the name of Ronald Morgan and substituting in lieu thereof Curtis W. Dowdle.

14. Amend portion of paragraph 32 captioned "Service of Process" by deleting the name of Ronald Morgan and substituting in lieu thereof Reed V. Harding.

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VII. CONSOLIDATED LEGAL DESCRIPTION

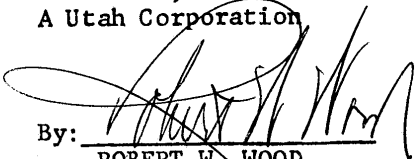
The description of the Project as expanded by the recordation of the Supplemental Map II and this Supplementary Declaration consists of the real property described in Recital A and Article II of this Supplementary Declaration.

VIII. EFFECTIVE DATE

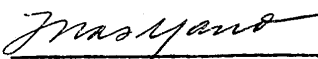
The effective date of this Supplementary Declaration and of the Supplemental Map II shall be the date on which said instruments are filed for record with the office of the County Recorder of Salt Lake County, State of Utah. From and after said date the Declaration and Map of Phase I of Brookstone Condominium Project shall consist of the Declaration and Map as supplemented and amended by this Supplementary Declaration and the Supplemental Map II.

IN WITNESS WHEREOF, Declarant has executed this instrument on the day and year first above written.

PROSWOOD, INC.
A Utah Corporation

By: 
ROBERT W. WOOD
Its Executive Vice-President

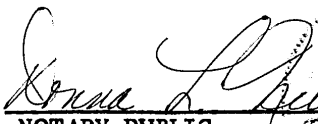
ATTEST:



MAS YANO - Secretary

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 3rd day of January, 1979, personally appeared before me ROBERT W. WOOD and MAS YANO, who on oath

did say that he, the said ROBERT W. WOOD, is the Executive Vice-President of Prowswood, Inc., and that he, the said MAS YANO, is the Secretary of said corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said ROBERT W. WOOD and MAS YANO each duly acknowledged to me that said corporation executed the same.


NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:

Sept. 16, 1980

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REVISED EXHIBIT "A"
 BROOKSTONE CONDOMINIUM PROJECT
 (After First Expansion)

<u>Unit</u>	<u>Building No.</u>	<u>Size (Sq. ft. Living Space)</u>	<u>Percentage Interest</u>
1	1	1578	.6600%
2	1	2094	.8758%
3	1	2185	.9138%
4	1	1710	.7152%
5	2	1578	.6600%
6	2	2094	.8758%
7	2	2185	.9138%
8	2	1710	.7152%
9	3	1356	.5672%
10	3	1780	.7445%
11	3	1780	.7445%
12	3	1356	.5672%
13	4	1356	.5672%
14	4	1780	.7445%
15	4	1780	.7445%
16	4	1356	.5672%
17	5	1356	.5672%
18	5	1780	.7445%
19	5	1780	.7445%
20	5	1356	.5672%
21	6	1356	.5672%
22	6	1780	.7445%
23	6	1780	.7445%
24	6	1356	.5672%
25	7	1578	.6600%
26	7	1710	.7152%

<u>Unit</u>	<u>Building No.</u>	<u>Size (Square ft. Living Space)</u>	<u>Percentage Interest</u>
27	8	2094	.8758%
28	8	1578	.6600%
55	17	1578	.6600%
56	17	2094	.8758%
57	17	2185	.9138%
58	17	1710	.7152%
59	18	1578	.6600%
60	18	2094	.8758%
61	18	2185	.9138%
62	18	1710	.7152%
63	19	1578	.6600%
64	19	2094	.8758%
65	19	2185	.9138%
66	19	1710	.7152%
67	20	1578	.6600%
68	20	2094	.8758%
69	20	2185	.9138%
70	20	1710	.7152%
71	21	1578	.6600%
72	21	1710	.7152%
73	22	1578	.6600%
74	22	2094	.8758%
101	32	1578	.6600%
102	32	2094	.8758%
103	32	2185	.9138%
104	32	1710	.7152%
105	33	1578	.6600%
106	33	2094	.8758%
107	33	2185	.9138%

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<u>Unit</u>	<u>Building No.</u>	<u>Size (Square ft. Living Space)</u>	<u>Percentage Interest</u>
108	33	1710	.7152%
29	9	1710	.7152%
30	9	1578	.6600%
31	10	1578	.6600%
32	10	2094	.8758%
33	11	1356	.5672%
34	11	1780	.7445%
35	11	1780	.7445%
36	11	1356	.5672%
37	12	1710	.7152%
38	12	2185	.9138%
39	12	2094	.8758%
40	12	1578	.6600%
41	13	1356	.5672%
42	13	1780	.7445%
43	13	1780	.7445%
44	13	1356	.5672%
45	14	1356	.5672%
46	14	1356	.5672%
47	14	1356	.5672%
48	14	1356	.5672%
49	15	1356	.5672%
50	15	1780	.7445%
51	15	1780	.7445%
52	15	1356	.5672%
53	16	1710	.7152%
54	16	1578	.6600%
75	23	1578	.6600%

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<u>Unit</u>	<u>Building</u>	<u>Size (Square ft. Living Space)</u>	<u>Percentage Interest</u>
76	23	1710	.7152%
77	24	1710	.7152%
78	24	1578	.6600%
79	25	2094	.8758%
80	25	1578	.6600%
81	26	1710	.7152%
82	26	1578	.6600%
83	27	1710	.7152%
84	27	2185	.9138%
85	27	2094	.8758%
86	27	1578	.6600%
87	28	1710	.7152%
88	28	1578	.6600%
89	28	1578	.6600%
90	28	1710	.7152%
91	29	1578	.6600%
92	29	1710	.7152%
93	30	1710	.7152%
94	30	1578	.6600%
95	30	1578	.6600%
96	30	1710	.7152%
97	31	1356	.5672%
98	31	1780	.7445%
99	34	1780	.7445%
100	34	1356	.5672%
109	35	1710	.7152%
110	35	1578	.6600%
111	36	1710	.7152%
112	36	1578	.6600%

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<u>Unit</u>	<u>Building</u>	<u>Size (Square ft. Living Space)</u>	<u>Percentage Interest</u>
113	37	1356	.5672%
114	37	1780	.7445%
115	37	1780	.7445%
116	37	1356	.5672%
117	38	1578	.6600%
118	38	1710	.7152%
119	39	1710	.7152%
120	39	1578	.6600%
121	40	1710	.7152%
122	40	1578	.6600%
123	40	1578	.6600%
124	40	1710	.7152%
125	41	1578	.6600%
126	41	2094	.8758%
127	41	2185	.9138%
128	41	1710	.7152%
129	42	1578	.6600%
130	42	2094	.8758%
131	42	2185	.9138%
132	42	1710	.7152%
133	43	1356	.5672%
134	43	1780	.7445%
135	44	1780	.7445%
136	44	1356	.5672%
137	45	1356	.5672%
138	45	1780	.7443%
139	46	1780	.7443%
140	46	1356	.5670%

100%

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CONSENT OF MORTGAGEE

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION
(the Mortgagee), a Corporation of the United States,
hereby consents to the recordation by Prowswood, Inc., of
the "Supplementary Declaration of and Amendment to Covenants,
Conditions and Restrictions of Brookstone, a Prowswood
Open Space Community Condominium (Phase I)" and the related
Record of Survey Map in the Official Records of Salt Lake
County, Utah, provided, however, that such Consent shall
not be deemed to render the Mortgagee a declarant or
developer under the Act, this Declaration, or otherwise or
in any way to render the Mortgagee liable for any obligations
of the Declarant or developer.

DATED this 5th day of February, 1979.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION



By Stephen P. Terry
Stephen P. Terry
Its Senior Vice President

ATTEST:

David L. Barclay
David - Secretary

STATE OF UTAH)
): ss.
County of Salt Lake)

On this 5th day of February, 1979, personally
appeared before me STEPHEN P. TERRY and David L. Barclay
who being by me duly sworn, did say that they are the Senior
Vice President and Secretary, respectively, of Prudential
Federal Savings & Loan Association, a Corporation of the
United States, and that the foregoing instrument was signed
by them in behalf of said Corporation by authority of a
resolution of its Board of Directors and they each duly
acknowledged to me that the said Corporation executed the
same and that the seal affixed is the seal of said
Corporation.

Julie Anne Plant
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
February 8, 1981

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