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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SUNCREST DEVELOPMENT CORP
ATTL JEFF ANDERSON
2021 E VILLAGE GREEN CIR
DRAPER UT 84020
BY: RDJ, DEPUTY - WI 12 P.

WHEN RECORDED, PLEASE RETURN TO:
SunCrest Development, Corp.
Attn: Jeff Anderson
2021 East Village Green Circle
Draper, Utah 84020

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
SUNCREST, A PLANNED COMMUNITY**

8383413

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community ("First Amendment") is executed pursuant to the provisions of the Declaration described in Recital "D" below by DAE/Westbrook, L.L.C., a Delaware limited liability company ("Declarant").

RECITALS:

A. On September 20, 1999, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 1 AT SUNCREST as Entry No. 7469858 at Book 99-9P, Page 267 ("Oak Vista No. 1 Plat").

B. On December 28, 1999, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 2 AT SUNCREST as Entry No. 7542855 at Book 99-12P, Page 343 ("Oak Vista No. 2 Plat").

C. On December 28, 1999, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 3 AT SUNCREST as Entry No. 7542856 at Book 99-12P, Page 344 ("Oak Vista No. 3 Plat").

D. On December 28, 1999, in connection with the recording of the Oak Vista No. 1 Plat, the Oak Vista No. 2 Plat and the Oak Vista No. 3 Plat, and in connection with Declarant's desire to develop SunCrest (as such term is defined below), in stages, into a planned community consisting of residential, office, commercial, recreational and other areas and uses, Declarant recorded with the Recorder of Salt Lake County, Utah, a Declaration of Covenants, Conditions, Easements and Restrictions for SunCrest, a Planned Community as Entry No. 7543075 at Book 8332, Page 4708, which Declaration Declarant also recorded with the Recorder of Utah County, Utah on December 22, 2000, as Entry No. 101565:2000 ("Declaration") covering the initial real property and improvements situated in Salt Lake County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("SunCrest"). Exhibit "C" attached to the Declaration assigned by name specific Neighborhoods known as OAK VISTA No. 1, OAK VISTA No. 2 and OAK VISTA No. 3, and also described the specific Land Use Classifications associated with such Neighborhoods.

E. On November 17, 2000, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 4 AT SUNCREST as Entry No. 7762775 at Book 2000P, Page 325, which Official Plat Declarant also recorded with the Recorder of Utah County, Utah on November 21, 2000, as Entry No. 92120:2000 ("Oak Vista No. 4 Plat"). On December 26, 2000, in connection with the recording of the Oak Vista No. 4 Plat, Declarant recorded with the Recorder of Salt Lake County, Utah, a Supplemental Declaration and Amendment to Add Additional Land to the Declaration covering OAK VISTA No. 4 as Entry No. 7786735 at Book 8410, Page 4272, which Supplemental Declaration Declarant also recorded with the Recorder of Utah County, Utah on December 22, 2000 as Entry No. 101566:2000 ("Oak Vista No. 4 Declaration").

F. On May 21, 2001, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 5 AT SUNCREST as Entry No. 7900412 at Book 2001P, Page 119 ("Oak Vista No. 5 Plat"). On October 9, 2001, in connection with the recording of the Oak Vista No. 5 Plat, Declarant recorded with the Recorder of Salt Lake County, Utah, a Supplemental Declaration and Amendment to Add Additional Land to the Declaration covering OAK VISTA No. 5 as Entry No. 8024622 at Book 8509, Page 4949 ("Oak Vista No. 5 Declaration").

G. On June 14, 2001, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 6 AT SUNCREST as Entry No. 7922075 at Book 2001P, Page 153, which Official Plat Declarant also recorded with the Recorder of Utah County, Utah, on June 21, 2001 as Entry No. 060916:2001 ("Oak Vista No. 6 Plat").

H. On June 14, 2001, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of OAK VISTA No. 9 AT SUNCREST, AMENDING LOT 61 OF OAK VISTA No. 2 AT SUNCREST as Entry No. 7922074 at Book 2001P, Page 152 ("Oak Vista No. 9 Plat"). On October 15, 2001, in connection with the recording of the Oak Vista No. 9 Plat, Declarant recorded with the Recorder of Salt Lake County, Utah, a Supplemental Declaration and Amendment to Add Additional Land to the Declaration covering OAK VISTA No. 1 and OAK VISTA No. 9 as Entry No. 8030078 at Book 8511, Page 5911, which Supplemental Declaration was subsequently rerecorded on November 13, 2001 with the Recorder of Salt Lake County, Utah as Entry No. 805616 at Book 8525, Page 1441 (the "Oak Vista No. 9 Declaration").

I. On September 22, 2000, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of DEER RIDGE No. 1 AT SUNCREST as Entry No. 7724216 at Book 2000P, Page 263, which Official Plat Declarant also recorded with the Recorder of Utah County, Utah on October 13, 2000, as Entry No. 081011:2000 ("Deer Ridge No. 1 Plat"). On October 25, 2000, in connection with the recording of the Deer Ridge No. 1 Plat, Declarant recorded with the Recorder of Salt Lake County, Utah, a Supplemental Declaration and Amendment to Add Additional Land to the Declaration covering DEER RIDGE No. 1 as Entry No. 7746115 at Book 8396, Page 6248, which Supplemental Declaration Declarant also recorded with the Recorder of Utah County, Utah on October 25, 2000 as Entry No. 84163:2000 ("Deer Ridge No. 1 Declaration").

J. On May 24, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, an Official Plat of DEER RIDGE No. 2 AT SUNCREST as Entry No. 8242797 at Book 2002P, Page 120, which Official Plat Declarant also recorded with the Recorder of Utah County, Utah on June 24, 2002, as Entry No. 71094:2002 ("Deer Ridge No. 2 Plat"). In connection with the recording of the Deer Ridge No. 2 Plat, Declarant has recorded or will record with the Recorder of Salt Lake County, Utah and the Recorder of Utah County, Utah, a Supplemental Declaration and Amendment to Add Additional Land to the Declaration covering DEER RIDGE No. 2 ("Deer Ridge No. 2 Declaration").

K. Pursuant to Section 18.3 of the Declaration, for so long as its Class B Membership exists, Declarant reserved the right to unilaterally amend the Declaration for any purpose that does not materially adversely affect the substantive rights of any Owner thereunder. Pursuant to Section 4.1, Declarant generally reserved the right to impose new Land Use Classifications or new restrictions so long as such are generally in conformance with then existing uses and restrictions applicable to SunCrest and with the scheme of development contemplated by the Master Land Use Plan and the Declaration. Moreover, pursuant to Section 19.3, Declarant reserved the right to add additional Land Use Classifications to the Declaration. Accordingly, Declarant hereby exercises its unilateral right to amend the Declaration to impose a new Land Use Classification and for such other purposes set forth and described in this First Amendment.

NOW, THEREFORE, Declarant hereby unilaterally exercises its right to impose a new Land Use Classification at SunCrest and amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Benefited Owner Definition. The following new Section 1.87 defining the term "Benefited Owner" shall be added at the end of Article I of the Declaration as follows:

1.87 "Benefited Owner" and "Benefited Owners" shall mean an individual Owner or group of Owners specifically described and identified in this Declaration, a Neighborhood Declaration, a Supplemental Declaration or a Plat, who owns or own one or more Lot(s) or Parcel(s) that are benefited by a Limited Use Driveway reserved, pursuant to the terms and conditions of this Declaration, or such Neighborhood Declaration, Supplemental Declaration or Plat, for the exclusive use, occupancy and benefit of such Owner or group of Owners to which such Limited Use Driveway is adjacent and to which the same is required for access to such Lot(s) or Parcel(s).

3. Limited Community Area Definition. The following new Section 1.88 defining the term "Limited Community Area" shall be added at the end of Article I of the Declaration as follows:

1.87 "Limited Community Area" and "Limited Community Areas" shall mean a portion of the Community Areas designated by this Declaration, a

Neighborhood Declaration or a Supplemental Declaration, and as may be shown on a Plat, for the exclusive use of one or more, but fewer than all of the Lots or Parcels. Limited Community Areas shall include, without limitation, all areas identified by this Declaration, a Neighborhood Declaration, a Supplemental Declaration or on a Plat or other recorded instrument as Limited Use Driveways within SunCrest. Unless Declarant or the Board authorizes otherwise in this Declaration or by a Neighborhood Declaration or a Supplemental Declaration, Limited Community Areas shall constitute Master Association Land that the Master Association now or hereafter owns in fee.

4. Limited Use Driveway Definition. The following new Section 1.89 defining the term "Limited Use Driveway" shall be added at the end of Article I of the Declaration as follows:

1.88 "Limited Use Driveway" and "Limited Use Driveways" shall mean all areas identified by this Declaration, a Neighborhood Declaration or a Supplemental Declaration, and as may be shown on a Plat, for the exclusive use, occupancy and benefit of one or more Benefited Owners of the Lots or Parcels to which they are adjacent and to which they are required for access to such Lots or Parcels. Unless Declarant or the Board authorizes otherwise in this Declaration or by a Neighborhood Declaration or a Supplemental Declaration, Limited Use Driveways shall constitute Master Association Land that the Master Association now or hereafter owns in fee. The Association shall maintain, repair, replace and service such Limited Use Driveways in accordance with the provisions of this Declaration, unless Declarant or the Board authorizes the delegation of such responsibility in this Declaration or by a Neighborhood Declaration or by a Supplemental Declaration. Each Benefited Owner, for each Lot that he or she owns, shall be liable for an equal share of the maintenance, repair, replacement and service costs associated with the Limited Use Driveways, and for all Assessments levied by the Master Association associated with the same, as further described in this Declaration.

5. Easements. A new final sentence shall be added at the end of Section 3.5 describing the easements for ingress and egress within SunCrest as follows:

Subject to the limitations contained in this Declaration, and notwithstanding anything contained in this Declaration to the contrary, each Owner shall have the non-exclusive right to use and enjoy the Community Areas as described in this Section 3.5, and each specific Owner or Benefited Owner shall have the exclusive right to occupy and use any Limited Community Area or Limited Use Driveway designated for exclusive use by such Owner or Benefited Owner or group of Owners or Benefited Owners as described and identified by this Declaration, or in a Neighborhood Declaration, a Supplemental Declaration or a Plat.

6. Land Use Classifications. The following new Section 4.1.13 referencing Limited Community Areas as a contemplated Land Use Classification shall be added at the end of Section 4.1 of the Declaration as follows:

4.1.13 Limited Community Areas.

7. Description of Limited Community Areas. The following new Section 4.7 describing the Limited Community Areas shall be added at the end of Article IV of the Declaration as follows:

4.7 Description of Limited Community Areas. Limited Community Areas means a portion of the Community Areas reserved for the exclusive use and occupancy of one or more but fewer than all of the Owners to the exclusion of other Owners. Limited Community Areas shall include, without limitation, any Limited Use Driveways as indicated by this Declaration, a Neighborhood Declaration, a Supplemental Declaration or a Plat to be for the exclusive use of one or more but fewer than all of the Lots or Parcels. The use and occupancy of designated Limited Community Areas shall be reserved to the Lots or Parcels as shown on a Plat or as specified in this Declaration, or a Neighborhood Declaration or a Supplemental Declaration. Owners are hereby granted an easement to use and occupy the Limited Community Areas allocated exclusively to the Lot(s) or Parcel(s) such Owners own as described in Article III of this Declaration, subject to the Assessments levied by the Master Association associated with such Limited Community Areas, as further described in this Declaration. Declarant reserves the right for itself, and its successors and assigns, to fix the Limited Community Areas via a recorded instrument as it shall determine it its sole and exclusive discretion, and Owners shall not designate, modify or reallocate Limited Community Areas between or among Lots or Parcels in which they have an interest.

8. Maintenance of and Assessment for Limited Use Driveways. The following new Section 10.4 describing the maintenance of and assessment for Limited Use Driveways shall be added at the end of Article X of the Declaration as follows:

10.4 Limited Use Driveways. Notwithstanding anything to the contrary contained in this Declaration, a Neighborhood Declaration, a Supplemental Declaration or a Plat, the Master Association, or its duly delegated representative, shall maintain, repair, replace and otherwise manage all Limited Use Driveways pursuant to the maintenance standards described in this Section 10.4 and elsewhere in this Declaration, unless Declarant or the Board authorizes the delegation of such responsibility in this Declaration or by a Neighborhood Declaration or by a Supplemental Declaration. The Limited Use Driveways to be maintained by the Master Association must be identified on Plats recorded or approved by Declarant, or in Neighborhood Declarations or Supplemental Declarations, or in Deeds from Declarant to a transferee of a Lot or Parcel. In the event that the need for maintenance or repair of Limited Use Driveways maintained by the Master Association is caused through the willful or negligent

act of any Owner or Resident of a Lot or Parcel, or any family, guests, invitees or tenants of such Persons, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien.

10.4.1 Assessments. Each Benefited Owner, for each Lot or Parcel that he or she owns, shall be liable for an equal share of the maintenance, repair, replacement, operation, snow removal and service costs associated with the Limited Use Driveways ("Services"), and for all Assessments levied by the Association associated with the same, as further described in this Section 10.4 and elsewhere in this Declaration. Each Benefited Owner shall pay an equal share of the costs associated with the Services, regardless of the total area or size of the Limited Use Driveway that is adjacent and providing access to the Benefited Owner's Lot or Parcel, and regardless of the frequency or incidence of such Benefited Owner's use of such Limited Use Driveway. By a Benefited Owner's acceptance of a Deed to a Lot or Parcel, such Benefited Owner hereby agrees and acknowledges that his or her obligation to pay an equal share of the costs associated with the Services is not calculated pursuant to the total number of square feet or area of the Limited Use Driveway. Rather, such Benefited Owner's equal share of the costs associated with the Services is based upon a formula, the numerator of which is 1, and the denominator of which is the total number of Benefited Owners within SunCrest. The Board shall bill the Benefited Owners for their respective equal shares of the costs that the Board incurs on account of receiving the Services hereunder. Each Benefited Owner's equal share of the Services shall constitute a portion of his or her Annual Assessment. The Board shall keep an accurate record of the costs of the Services and its administrative costs and shall provide copies of these records to the Benefited Owners from time to time as they may reasonably request. The Manager may, as a condition to permitting a Benefited Owner to inspect the records or to its furnishing information from the records, require that the Benefited Owner agree in writing not to use, or allow the use of, information from the records for commercial or other purposes not reasonably related to the maintenance and repair of the Limited Use Driveways and the Benefited Owner's interest in the same.

10.4.2 Services. Unless otherwise provided for in a Supplemental Declaration or a Neighborhood Declaration, the Board may contract for the Services. Except as provided for below, the Board shall only have the authority to contract for those Services which are exclusive to the Limited Use Driveways and which mutually benefit all or some of the Benefited Owners. The

Board may specifically enter into contracts with third-party service providers for the performance of the following Services:

10.4.2.1 Maintaining the surfaces of the Limited Use Driveways in a smooth and evenly covered condition that will allow for proper usage and drainage. Such maintenance shall include replacement or repair of all or any portion of the Limited Use Driveways with the same type of surface and material originally installed or such substitute materials as shall in all respects be equal or better in quality, use and durability. Such maintenance shall also include cleaning and restriping of the Limited Use Driveways in conformity with all applicable governmental regulations and in a safe, sound and functional condition consistent with a standard comparable to other high-end projects having similar facilities.

10.4.2.2 Removing all snow, ice, debris and refuse and sweeping to the extent reasonably necessary to keep the Limited Use Driveways in a safe, clean and attractive condition. Snow and ice shall be removed as frequently as is reasonably necessary to allow the safe and unobstructed passage of vehicles.

10.4.2.3 Maintaining, repairing and replacing the entrance areas (i.e., curb and gutter) that permit access to the Lots or Parcels owned by the Benefited Owners.

10.4.2.4 Operating, keeping in repair and replacing such artificial lighting facilities, if any, as shall be required by applicable governmental authorities or as installed by Declarant or the Board.

10.4.2.5 Performing such other services with respect to the Limited Use Driveways as the Board shall reasonably determine necessary.

10.4.2.6 Contracting, in its sole and exclusive discretion, for such other services with respect to the Limited Use Driveways and which individually benefit a particular Benefited Owner or group of Benefited Owners, and directly billing and collecting from such Benefited Owner(s) the costs

and expenses associated with such individualized services.

10.4.3 Capital Reserves. The Benefited Owners shall pay as a portion of their Annual Assessments certain amounts representing sums to be used for the repair and replacement of the major components of the Limited Use Driveways ("Capital Reserves"). The Capital Reserves shall be dedicated for the uses provided in this Section and the Board shall set up such Capital Reserves as capital reserve accounts ("Capital Reserve Account"). The Board shall establish and maintain the Capital Reserve Account on behalf of the Benefited Owners. Each Benefited Owner, by acceptance of a Deed to his or her Lot or Parcel, agrees to pay its equal share of the Capital Reserves necessary to maintain the Limited Use Driveways. The Board shall only use the Capital Reserves to repair, restore, or maintain the major components of the Limited Use Driveways for which the Benefited Owners are responsible and for which the Capital Reserve Account was established.

10.4.4 Capital Reserve Account Study. At least once every five (5) years the Board shall cause a study to be conducted of the Capital Reserve Account of the Benefited Owners and its adequacy to satisfy anticipated future expenditure requirements. The Board shall, thereafter, annually review the Capital Reserve Account study and shall consider and implement necessary adjustments to Capital Reserve Account requirements and funding as a result of that review. For the purposes of this Section, "reserve account requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace or restore those major components of the Limited Use Driveways which the Benefited Owners are obligated to maintain.

10.4.5 Future Public Dedication. Declarant reserves the right for itself prior to its conveyance of the Limited Use Driveways to the Master Association, and for the Board subsequent to such conveyance, as fee owner(s) of the Limited Use Driveways, to publicly dedicate all or part of a Limited Use Driveway to a Municipal Authority as a public road, as Declarant or the Board shall determine in their sole and exclusive discretion. If at any time in the future, a Municipal Authority shall agree to accept a dedication of all or part of a Limited Use Driveway as a public road, then the Master Association and the Benefited Owners, or their successors and assigns, shall make such dedication in a form acceptable to such Municipal Authority. Such dedication shall be binding upon all Owners and it shall thereupon become the duty of every Benefited Owner to execute and deliver such instruments and to perform all acts, if any, in manner and form as may be necessary to effect the dedication. If such a dedication is made and a Municipal Authority assumes the repair, replacement and maintenance responsibilities for the Limited Use Driveway, then the maintenance

obligations under this Declaration shall terminate at the time of such dedication as to those portions of the Limited Use Driveways so dedicated.

9. Insurance. The following new Section 14.8 describing the decision not to rebuild Limited Community Areas shall be added at the end of Article XIV of the Declaration as follows:

14.8 Limited Community Areas. If Members representing at least sixty-seven percent (67%) of the votes of the Members in the Master Association that are entitled to exclusive use and occupancy of Limited Community Areas, and fifty-one percent (51%) of the Eligible Mortgagees (based upon one vote for each Mortgage owned) of the Lots and Parcels to which such Limited Community Areas are allocated, vote not to repair and reconstruct such Limited Community Areas and no alternative Improvements are authorized, then and in that event the affected portion of the Limited Community Areas shall be restored to its natural state and maintained as an undeveloped portion of the Limited Community Areas by the Master Association in a neat and attractive condition, subject to the Assessments levied by the Master Association associated with such Limited Community Areas, as further described in this Declaration. Any remaining insurance proceeds shall be distributed in equal shares first to the Mortgagees and then to the Owners of the Lots or Parcels to which that Limited Community Area was allocated at the time of acquisition, as their interests appear.

10. Condemnation. The following new Section 15.4 describing the condemnation of a Limited Community Area shall be added at the end of Article XV of the Declaration as follows:

15.4 Limited Community Areas. All or any portion of an award attributable to the taking, condemnation, sale, acquisition or other disposition of in lieu of or in avoidance of condemnation of Limited Community Areas shall be equally divided among the Owners of the Lots or Parcels to which that Limited Community Area was allocated at the time of acquisition.

11. Declaration Remains in Effect. This First Amendment, the Oak Vista No. 1 Plat, the Oak Vista No. 2 Plat, the Oak Vista No. 3 Plat, the Oak Vista No. 4 Plat and the Oak Vista No. 4 Declaration, the Oak Vista No. 5 Plat and the Oak Vista No. 5 Declaration, the Oak Vista No. 6 Plat, the Oak Vista No. 9 Plat and the Oak Vista No. 9 Declaration, the Deer Ridge No. 1 Plat and the Deer Ridge No. 1 Declaration, and the Deer Ridge No. 2 Plat and the Deer Ridge No. 2 Declaration shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this First Amendment.

12. Authority. Declarant hereby certifies that Declarant may execute this First Amendment without the consent or signature of any other party or Owner as provided in Sections 4.1, 18.3 and 19.3 of the Declaration.

IN WITNESS WHEREOF, this First Amendment is hereby executed this 18th day of July, 2002.

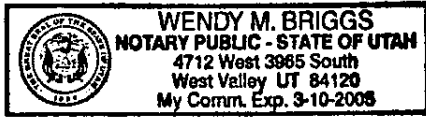
DECLARANT:

DAE/WESTBROOK, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: Edward L. Grampp, Jr.
Title: Assistant Vice President

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On the 18th day of July, 2002, personally appeared before me Edward L. Grampp, Jr. the Asst. V.P., and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



[Signature]
NOTARY PUBLIC

CONSENT TO RECORD AND SUBORDINATION

The undersigned Zions First National Bank, N.A. ("Lender") is the holder of the following Trusts Deeds:

1. Land Development Loan Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Letter of Credit Loan) dated July 30, 1999, and recorded August 2, 1999, as Entry No. 7429986, in Book 8299, beginning at page 634 of the official records of Salt Lake County, Utah, re-recorded by virtue of a Reacknowledgment of Land Development Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (Letter of Credit Loan) recorded September 21, 1999 as Entry No. 7471368, in Book 8310 at page 6276 of Official Records to correct the priority of said document;

2. Land Development Loan Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Development Loan) dated July 30, 1999, and recorded August 2, 1999, as Entry No. 7429985, in Book 8299, beginning at page 599 of the official records of Salt Lake County, Utah, re-recorded by virtue of a Reacknowledgment of Land Development Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (Development Loan) recorded September 21, 1999 as Entry No. 7471369, in Book 8310 at page 6312 of Official Records to correct the priority of said document;

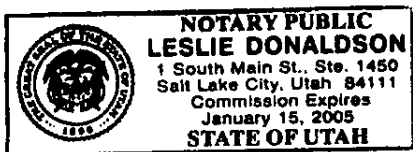
together with related loan documents (collectively "Loan Documents"). The Loan Documents constitute liens of record against SunCrest subject to the Declaration and foregoing First Amendment. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this First Amendment and to the rights, terms and provisions as set forth in such First Amendment, and hereby consents to the recordation of such First Amendment.

ZIONS FIRST NATIONAL BANK, N.A.

By Craig V. Tryon
Its Vice President.

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On the 11th day of July, 2002, personally appeared before me Craig V. Tryon, who, being by me duly sworn, did say that he/she is the Vice President, Zions First National Bank, N.A. that said instrument was signed in behalf of said national association by authority of its bylaws or a resolution of its board of directors, and said Craig V. Tryon acknowledged to me that said national association executed the same.



LESLIE DONALDSON
NOTARY PUBLIC

BK8664PG2570

EXHIBIT "A"

SUNCREST REAL PROPERTY

All real property located within OAK VISTA No. 1 AT SUNCREST as shown on the Official Plat recorded September 20, 1999 as Entry No. 7469858 in Book 99-9P and Page 267 of Official Records of Salt Lake County, Utah. # ~~34-09-400-010~~

All real property located within OAK VISTA No. 2 AT SUNCREST as shown on the Official Plat recorded December 28, 1999 as Entry No. 7542856 in Book 99-12P and Page 343 of Official Records of Salt Lake County, Utah. # ~~34-15-100-001~~,
~~34-16-100-001~~, # ~~34-10-300-003~~, 004, 006 and # ~~34-09-400-010~~

All real property located within OAK VISTA No. 3 AT SUNCREST as shown on the Official Plat recorded December 28, 1999 as Entry No. 7542856 in Book 99-12P and Page 344 of Official Records of Salt Lake County, Utah. # ~~34-16-100-001~~

All real property located within OAK VISTA No. 4 AT SUNCREST as shown on the Official Plat recorded November 17, 2000 as Entry No. 7762775 in Book 2000P and Page 325 of Official Records of Salt Lake County, Utah, and subsequently recorded on November 21, 2000 as Entry No. 92120:2000 of Official Records of Utah County, Utah. # ~~11-010-0003~~ ~~34-16-100-002~~

All real property located within OAK VISTA No. 5 AT SUNCREST as shown on the Official Plat recorded May 21, 2001 as Entry No. 7900412 in Book 2001P and Page 119 of Official Records of Salt Lake County, Utah. # ~~34-09-400-014-4001~~,
~~34-09-400-002~~ & ~~34-16-100-002~~

All real property located within OAK VISTA No. 6 AT SUNCREST as shown on the Official Plat recorded June 14, 2001 as Entry No. 7922075 in Book 2001P and Page 153 of Official Records of Salt Lake County, Utah, and subsequently recorded on June 21, 2001 as Entry No. 060916:2001 of Official Records of Utah County, Utah. # ~~34-09-400-014-4002~~ & ~~34-09-400-010~~

All real property located within OAK VISTA No. 9 AT SUNCREST as shown on the Official Plat recorded June 14, 2001 as Entry No. 7922074 in Book 2001P and Page 152 of Official Records of Salt Lake County, Utah. # ~~34-09-479-005~~

All real property located within DEER RIDGE No. 1 AT SUNCREST as shown on the Official Plat recorded September 22, 2000 as Entry No. 7724216 in Book 2000P and Page 263 of Official Records of Salt Lake County, Utah, and subsequently recorded on October 13, 2000 as Entry No. 081011:2000 of Official Records of Utah County, Utah. # ~~34-16-100-002~~ & ~~34-16-100-001~~ &
~~11-010-0003~~

All real property located within DEER RIDGE No. 2 AT SUNCREST as shown on the Official Plat recorded May 24, 2002 as Entry No. 8242797 in Book 2002P and Page 120 of Official Records of Salt Lake County, Utah, and subsequently recorded on June 24, 2002 as Entry No. 71094:2002 of Official Records of Utah County, Utah. # ~~34-16-101-001~~