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Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 18 P.

**WHEN RECORDED RETURN TO:**

Richard Welch  
273 N. East Capitol Street  
Salt Lake City, UT 84103  
(801) 580-2160  
CT-87692-AF

**FIRST SUPPLEMENT AND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
AND RESERVATION OF EASEMENTS,  
AND  
BYLAWS  
FOR  
SOLAMEER APARTMENTS  
(a part of the Planned Solameer Properties Development)**

This First Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments, a part of the Planned Solameer Properties Development (the "Amendment"), is executed by Solameer Townhomes L.L.C., a Utah limited liability company, of 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109 (the "Declarant").

**RECITALS:**

A. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments, a part of the Planned Solameer Properties Development was recorded in the office of the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811812 in Book 10214 at Pages 5815-5831, and as re-recorded in the office of the Salt Lake County Recorder's office to correct the omission of several pages from the original recordation, on December 30, 2016 as Entry No. 12446045 in Book 10517 at Pages 010 of the official records (the "Apartments Declaration").

B. The related Final Plat for the Apartments phase of the Planned Solameer Properties Development has also been recorded in the Office of the County Recorder of Salt Lake County, Utah (the "Apartments Final Plat"). The Apartments Final Plat is designated as the Herriman Townes Phase I Plat in the official records of the Salt Lake County Recorder, State of Utah.

C. Under Section 3 of the Apartments Declaration, Declarant reserved the unilateral right to expand the subdivision by annexing additional land to the Apartments Project and expanding the application of the Apartments Declaration to such additional land and under Section 21 of the Apartments Declaration, Declarant reserved the unilateral right to amend the Apartments Declaration.

D. Declarant is the fee simple owner of record of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Recreational Amenities Property").

E. Declarant has recorded or will record a Declaration of Removal withdrawing the Recreational Amenities Property from the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of the Recreational Amenities Property (the "Recreational Amenities Declaration") and terminating the Recreational Amenities Association.

F. Declarant desires to expand the Apartments Property (as defined below) by adding the Recreational Amenities Property hereto.

G. Declarant now intends that the Recreational Amenities Property shall become subject to the Apartments Declaration, as hereby supplemented and amended.

H. The Declarant is the owner and the managing agent of the real property located in Salt Lake County, Utah, described in the Apartments Final Plat and with particularity as described on Exhibit "A-1," attached hereto and incorporated herein by this reference (the "Apartments Property") and has entered into an agreement to sell the Apartments Property (the "Purchase Agreement"), with the understanding that this Amendment will be recorded with the Salt Lake County Recorder's office immediately prior to the closing of the sale contemplated by the Purchase Agreement. Upon such closing, Solameer Partners LLC shall succeed to all rights and obligations of Declarant and shall be deemed to be the Successor Declarant for purposes of the Apartments Project and the Apartments Property.

I. All of the voting requirements to amend the Apartments Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby supplements and amends the Apartments Declaration as follows:

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

- 1.1. **Apartments Association.** Apartments Association shall mean the Solameer Apartments Owners Association, Utah Division of Corporations file No. 8885889-0140, a Utah Non Profit Corporation, with members comprised of the owners of all 134 Lots intended for residential use, and Lot B, all as designated on the Final Plat, as that term is defined herein.
- 1.2. **Building** shall mean and refer to any of the structures constructed in the Apartments Project.
- 1.3. **Common Area** means all of the Apartments Property and all improvements constructed thereon, excluding the Lots, as shown on the Final Plat.

- 1.4. **Declarant and Successor Declarant.** With respect to the Apartments Project and Apartments Property, the Declarant is Solameer Townhomes L.L.C., a Utah limited liability company. Upon the sale of the Apartments Project and Apartments Property by Declarant, Solameer Partners, LLC shall be deemed to be the Successor Declarant for purposes of the Apartments Project and the Apartments Property.
- 1.5. **Final Plat.** Final Plat shall mean the Herriman Townes Phase 1 Plat, recorded on June 3, 2014, as Entry No 11859698, in Book 2014P at page 122.
- 1.6. **First Supplement and Amendment to Apartments Declaration** shall mean and refer to this First Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments, (a part of the Planned Solameer Properties Development, is executed by Solameer Townhomes L.L.C., a Utah limited liability company, of 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109.
- 1.7. **Lot** shall mean a subdivided lot as shown on the Final Plat including, when the context clearly requires, the Apartment Unit constructed thereon and an undivided ownership interest in the non-exclusive easement of enjoyment and the conditional right to access and use the Recreational Amenities. Each Lot and the Common Area within the Apartments Property have been assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency.
- 1.8. **Lot B** shall mean the subdivided Lot B as shown on the Final Plat including all Buildings and improvements constructed thereon.
- 1.9. **Managing Agent** shall mean the Declarant or its successor and assign so long as it controls the appointment of the Directors of the Board of Directors of the Apartments Association.
- 1.10. **Recreational Amenities** shall mean the pool, clubhouse, spa, play area and related facilities constructed on Lot B and which were part of the Declarant's original design scheme and as presently constituted.
- 1.11. **Recreational Amenities Assessment** shall mean the assessment charged by the owner of the Recreational Amenities or its designee to the Apartments Association, the Townhomes Association and the Townhomes Lot Owners to pay for the cost of operating, maintaining, repairing, replacing and updating the Recreational

Amenities for the mutual benefit of the Apartment Owners and the Townhomes Lot Owners.

- 1.12. **Solameer Townhomes** shall mean Townhomes and Townhomes Lots created by the recordation of the Herriman Townes Phases 2, 3 and 4 Plats for the establishment of the Townhomes Property and the recording of the Townhomes Declaration.
- 1.13. **Townhomes Declaration** shall mean the Solameer Townhomes Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes recorded in the office of the Salt Lake County Recorder on February 28, 28, 2014 as Entry No. 11811782 in Book 10214 at Pages 5477-5558 of the official records, as amended by the First Amendment thereof.
- 1.14. **Townhomes Final Plat** shall collectively refer to the final plat maps for the Townhomes Property (collectively "Herriman Townes Phases 2, 3 and 4 Plats") recorded in the office of the Salt Lake County Recorder, and described on Exhibits "A-2," "A-3" and "A-4" hereto.
- 1.15. **Townhomes Association** shall refer to the association of Townhome Lot Owners at the Townhomes Property known as Solameer Townhomes Homeowners Association, a Utah nonprofit corporation.
- 1.16. **Townhomes Lots** shall mean those lots designated in the Townhomes Declaration and Townhomes Final Plat.
- 1.17. **Townhomes Property** shall mean that real property or interests in real property established or created by the Townhomes Declaration, including but not limited to any Townhomes Lots.
- 1.18. **Townhomes Lot Owners** shall mean the owner or owners of a Lot or Lots at Solameer Townhomes according to the Townhomes Final Plat, as further described in the Townhomes Declaration.

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

2. **Legal Description.** The real property described in Exhibit "A" is hereby submitted to the provisions of the Apartments Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Apartments Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the Recreational Amenities Property shall be and is hereby annexed to and become subject to the Apartments Declaration. The recordation of this First Supplement and Amendment to Apartments Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit "A" subject to the Apartments Declaration and the functions, powers, rights, duties and jurisdiction of the Apartments Association.

4. **Grant of Cross or Reciprocal Use Easement.**

4.1 **Grant of Cross or Reciprocal Use Easement.** The Declarant hereby reserves for itself and on behalf of the Apartments Association and hereby grants to the Townhomes Owners and the Apartments Owners a perpetual non-exclusive easement of enjoyment and right to access, by, over, across and through the roads and walkways established by the Declarant, and use the Recreational Amenities subject to their obligation to pay their share of the common expense to manage, operate and maintain the Recreational Amenities in an amount to be determined annually by the owner of the Recreational Amenities or its designee, the "Recreational Amenities Assessment" as defined above, also subject to the applicable covenants, conditions and restrictions set forth in the Apartments Declaration, as supplemented and amended, and to the rules and regulations established by the owner of the Recreational Amenities or its designee. This grant is limited and does not extend to access and/or use the Project nor run underneath, under, over or through any residential Lots, Apartment Units or other buildings/structures in this Apartments Project. This grant runs with the land, may not be separated or partitioned therefrom, and may not be revoked without the affirmative, express prior written consent of (a) the owner of the Recreational Amenities and (b) at least sixty-seven percent (67%) of the Townhomes Lot Owners.

4.2 **Recreational Amenities Assessment.**

4.2.1 **Purpose of Recreational Amenities Expenses.** The Recreational Amenities Assessments provided for herein shall be used for the general purpose of operating, maintaining, repairing, replacing and updating the Recreational Amenities for the mutual benefit of the Apartments Owners and the Townhomes Lot Owners.

4.2.2 **Creation of Recreational Assessments.** Since the Recreational Amenities Assessments shall pay for the common expenses of operating, maintaining, repairing, replacing and updating the Recreational Amenities, as shall be determined by the owner of the Recreational Amenities or its designee in its sole discretion from time to time, each Townhomes Lot Owner, and each Apartment Owner, by acceptance of a deed to a Unit or Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay their Recreational Amenities Assessment.

4.2.3 **Basis.** The Recreational Amenities Assessment shall be based upon advance estimates of cash requirements by the owner of the Recreational Amenities or its designee to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair, replacement and upgrade of the Recreational Amenities, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the owner of the

Recreational Amenities or its designee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Recreational Amenities, reserves for maintenance, major repairs and replacement of those elements thereof that must be replaced on a periodic basis, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, and other expenses and liabilities which may be incurred for the benefit of the Project and the Townhomes Lot Owners and the Apartment Owners under and by reason of the governing documents.

**4.2.3 Apportionment.** The total Recreational Assessment shall be apportioned among all of the Unit and Lot Owners equally and uniformly (the apportionment is NOT based on size or par value), which means each Lot/Unit Owner, whether located in the Apartments or the Townhomes, shall pay 1/232 of the total cost (i.e. 98 Townhomes Lots/Units + 134 Apartments Lots/Units = 232).

**4.2.4 Personal Obligation of Owners.** Owners are personally liable to pay their Recreational Amenities Assessments. For purposes of this section, the term "Owner" shall mean and refer to the Unit or Lot owner of record in the office of the Salt Lake County Recorder, State of Utah.

**4.2.5 Payment of Assessments.** The owner of the Recreational Amenities or its designee shall charge and collect a Recreational Amenities Assessment from both the Apartments Association and the Townhomes Association. The Apartments Association and the Townhomes Association shall have the duty to pay their share of the Recreational Amenities Assessment directly to the owner of the Recreational Amenities or its designee.

**4.2.6 Equitable Changes.** If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the owner of the Recreational Amenities or its designee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

**4.2.7 Reassessment.** The owner of the Recreational Amenities or its designee may re-assess among all Lot and Unit Owners any and all Recreational Amenities Assessments not paid by an individual Lot or Unit Owner during any fiscal year.

**4.2.8 Recreational Amenities Assessment Cap.** Except as provided in 4.2.6 and 4.2.7 hereof, anything else to the contrary notwithstanding, without the express prior written consent of at least 67% of the ownership interest in the Apartments Association and the Townhomes Association, the annual assessment for the Recreational Amenities shall not increase by more than four percent (4%) each year or more than twelve percent (12%) in any 3 year period. The 2016 base line Recreational Amenities Assessment is \$28.75 per Lot or Unit per month.

4.2.9 **Late Fees.** A late fee in a sum to be determined by the owner of the Recreational Amenities or its designee may be charged on payments received ten (10) days or more after their due date.

4.2.10 **Default Interest.** Default interest at the rate determined by the owner of the Recreational Amenities or its designee shall accrue on all accounts thirty (30) days or more delinquent.

4.2.11 **Lien.** If the Townhomes Association or the Apartments Association fail or refuse to make any payment of any Recreational Amenities Assessment, in whole or in part, that amount shall constitute a lien on the Townhomes Lot Owners' Lot or Unit in the Townhomes Property or the Apartment Owners Lot or Unit in the Apartments Property, respectively, and upon the recording of notice of lien by the owner of the Recreational Amenities or its designee, it shall be considered a lien upon such Townhomes Lot Owners' property, or the Apartments Owners' Lot, and the individual Owner's Lot or Unit prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Townhomes Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Owner's property recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances; provided, however, that collection efforts shall first be made by the applicable association before a Notice of Lien shall be filed. If that effort fails to collect the debt, then the Owner of the Recreational Amenities is hereby appointed as attorney in fact for the Townhomes Association or the Apartment Association, respectively for the sole purpose of recording/foreclosing the lien against said Townhomes Lot Owner's Lot or Unit, or Apartments Owners' Lot or Unit, and/or obtaining a personal judgment against said Owner in default until such time as their Recreational Amenities' account is current. To release a blanket lien from a particular Lot or Unit, a prorata payment shall be allowed, and partial release of lien granted, so that the particular Lot or Unit may be sold or refinanced.

4.2.12 **Suspension of Right to Use Recreational Amenities.** If the Townhomes Association or the Apartments Association or an individual Lot or Unit owner is sixty (60) days or more past due on the payment of its Recreational Amenities Assessment, respectively, then, after providing that notice required by statute, the owner of the Recreational Amenities or its designee may deny the individual Townhomes Lot Owners or the individual Apartments Owners, respectively, the right to access or use the Recreational Amenities until such time as the Recreational Amenities Assessment, or the Association's account is current, as applicable.

This Section may not be repealed, amended or modified without the express prior written consent of at least 67% of the total ownership interest for the Apartments Association and the Townhome Association.

5. **Owner's Sales Program.** Anything to the contrary notwithstanding, the following rights with respect to the use of the Recreational Amenities shall apply to the owner (herein the "Owner") of the Recreational Amenities, it being understood that such rights shall not be construed as to relieve the Owner of any obligations to pay its portion of the Recreational Amenities Assessment or other assessments, except as herein otherwise provided. Neither the Declarant, the

Association nor the Board of Directors shall interfere with the use of the Recreational Amenities by Owner as more particularly described below:

5.1 **Sales Office and Model Lots.** Owner shall have the right to maintain one (1) or more sales offices and one (1) or more model Units Lots or Units at any one time. Such office and/or models may be located within the Recreational Amenities or one more of the other Lots or Units owned by the Owner, one or more separate structures or facilities placed on the Apartments Property for the purpose of aiding such owner's marketing efforts, or any combination of the foregoing;

5.2 **Promotional.** Owner shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property and the Recreational Amenities in accordance with city ordinances.

5.3 **Common Area Use.** Owner shall have the right to use the Common Areas and Recreational Amenities of the Project including but not limited to the right to use the Recreational Amenities, including the Clubhouse, as a leasing and/or sales office and in any other way necessary to facilitate leasing and sales.

5.4 **Relocation and Removal.** Owner shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Owner shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Owner's leasing and/or sales efforts.

6. **Right to Convert Ownership Status/Structure.** Article II, Subsection 2(d) of the Apartments Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

(d) All Lots and Apartment Units are subject to the absolute and unilateral right of the Declarant, or its successor or assigns, and without any other approval required, to convert the status of the Apartments Property to condominium ownership or some other form of common ownership, which right is hereby expressly granted and reserved.

7. **Ownership of Common Area.** Article III, Section 2 of the Apartments Declaration is hereby amended to add the following new subsection:

(e) The Common Area and the Recreational Amenities shall be owned by the owner of the Apartments Property.

8. Article III, Section 14 of the Apartments Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

14. **Easements.**



(a) **Recreational Amenities Easement.** Declarant hereby reserves to itself and hereby grants to the Apartments Association, Apartments Owners, Townhomes Association and the Townhomes Owners, their successors and assigns, a nonexclusive easement and right of way to access and use the Recreational Amenities using the established walkways and driving lanes, subject to their obligation to pay the Recreational Amenities Assessment and abide by the governing documents including the rules and regulations governing said Recreational Amenities.

(b) **Emergency and Service Vehicles.** Declarant hereby grants to the City the right to have its emergency and service vehicles access the Apartments Property.

(c) **Easements for Utilities, Drainage and Irrigation.** Declarant hereby reserves for itself and its affiliates and assignees easements for utilities, the common secondary water system and any weir, filter and pump station, drainage systems and facilities, irrigation and sprinkler systems are reserved hereby and on the recorded Final Plat over, to, from, under, across and through the Apartments Property. No Person may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such utilities, facilities, systems, and patterns, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the established channels in the easements and rights of way. If any such improvements, facilities, systems or patterns are altered, the Declarant expressly reserve the right to enter onto the property in order to restore the area without being guilty of a trespass. The Person responsible for the damage and the work shall be liable for the costs of repair and restoration.

(d) **Encroachment.** If any part of a Lot, Building or Common Area improvement, including but not limited to the Recreational Amenity, encroaches or shall hereafter encroach upon another Lot, Building or Common Area improvement, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building or improvement, by error in the Final Plat, by settling, rising, or shifting of the earth, or by changes in position caused by

repair or reconstruction of the Building or Common Area improvement, or any part thereof.

(e) **Joint or Common Utility Easements with Neighboring Subdivisions, Projects or Developments.** Declarant hereby reserves for itself and/or its successors in interest the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or grant easements to adjoining subdivisions, projects or developments any and all reasonable and necessary access, utility or related easements or rights of way for ingress, egress, gas, water, power, sewer, storm drain systems or the like over, to, from, under, across and through the Common Areas of the Apartments Property.

(f) **Entry and Entry Monument Easements.** The Declarant hereby reserves for itself and grants to the Apartments Association an easement for the Entry to the Project and Entry Monument.

(g) **Construction.** Conveyances of a Unit, if any, hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Declaration, even though no specific reference to such easements appears in any such conveyance.

(h) **Private Easements.** The easements and rights of way created hereby and the land benefitted or burdened thereby are intended to be used as a private non-exclusive easement for the use and benefit of the Declarant, Apartments Association, Apartments Owners, Townhomes Association and Townhomes Owners, their successors and assigns, and not for the general public.

(i) **Right to Deny Access and/or Suspend Right to Use Recreational Amenities.** The Declarant or its designee may deny access to and use of the Recreational Amenities to anyone who has not paid his Recreational Amenities Assessment or fails to comply with the governing documents, including the rules and regulations governing the Recreational Amenities.

**9. Integrity of Original Design Scheme, Management, Maintenance and Material Changes to Recreational Amenities.**

9.1 **Management.** The Owner of the Recreational Amenities expressly reserves and is hereby granted the exclusive right to manage, operate and maintain the Recreational Amenities.

9.2 **Maintenance.** The Owner of the Recreational Amenities expressly reserves and is hereby granted the exclusive right to maintain the Recreational Amenities, which includes but is not limited to the right and responsibility to maintain, repair, replace and update obsolete or worn out elements of said amenities as is reasonably necessary.

9.3 **Status Quo.** The original design scheme is to have a permanent character. Material Changes to the Recreational Amenities may not be made without the express prior written consent of at least 67% of the total ownership interest for the Apartments Association and the Townhomes Association. The term "Material Changes" shall mean demolishing or permanently eliminating or removing the Recreational Amenities, substantially or in their entirety, or materially increasing the Recreational Amenities beyond the original design scheme or current scope. Material changes shall not be deemed to include regular maintenance, ordinary repairs, replacements, upgrades, updates or improvements. This paragraph may not be repealed, amended or modified without the express prior written consent of at least 67% of the total ownership interest for the Apartments Association and the Townhome Association.

This section may not be repealed, amended or modified without the express prior written consent of at least 67% of the total ownership interest for the Apartments Association and the Townhome Association.

10. **Repealed.** Article III, Section 13(a) of the Apartments Declaration (which requires that an owner provide copies of all leases to the Apartments Association) is hereby repealed. In addition, any and all references to the Recreational Amenities Association are hereby withdrawn, removed and repealed.

10. **Incorporation of Original Declaration as Supplemented and Amended.** It is expressly agreed by the parties that this document is supplemental to and an amendment of the Apartments Declaration which is by reference made a part hereof, and all of the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to the Recreational Amenities Property and are made a part of this document as though they were expressly rewritten, incorporated and included herein.

11. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Apartments Declaration, and this First Supplemented and Amended Apartments Declaration, the latter shall in all respects govern and control.

12. **Effective Date.** The effective date of this First Supplemented and Amended Apartments Declaration shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

SIGNATURES CONTAINED ON NEXT PAGE.  
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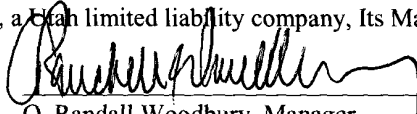
**SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company**

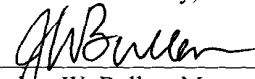
By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

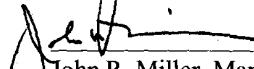
By: WOODBURY STRATEGIC PARTNERS FUND, L.P.,  
a Delaware limited partnership,

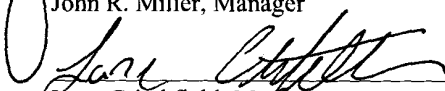
By: WSP TRUFFLES L.L.C., a Delaware limited liability company,  
Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT  
L.L.C., a Utah limited liability company, Its Manager

By:   
O. Randall Woodbury, Manager

By:   
Jonathan W. Bullen, Manager

By:   
John R. Miller, Manager

By:   
Lane Critchfield, Manager

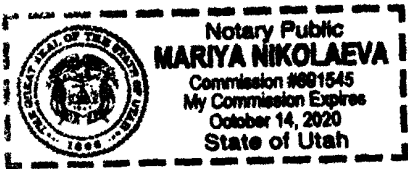
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ACKNOWLEDGMENT

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

On the 28 day of December, 2016, before me personally appeared O. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

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

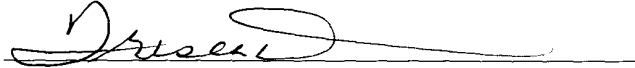
On the 29<sup>th</sup> day of December, 2016, before me personally appeared Jonathan Bullen, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

[Signature]  
Notary Public

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

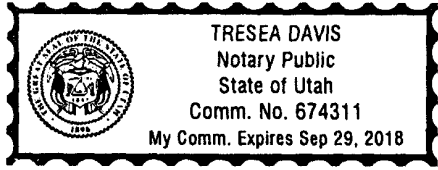


On the 29<sup>th</sup> day of December, 2016, before me personally appeared John R. Miller, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Notary Public

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

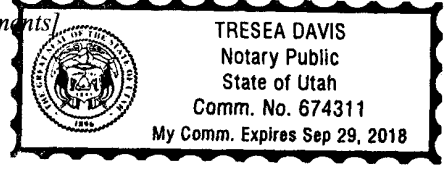


On the 29<sup>th</sup> day of December, 2016, before me personally appeared Lane Critchfield, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Notary Public

[End of Acknowledgements]





**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF RECREATIONAL AMENITIES PROPERTY (LOT B)**

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

All of Lot B, contained within HERRIMAN TOWNES PHASE 1, as the same is identified in the Plat recorded in Salt Lake County, Utah as Entry No. 11859698 in Book 2014P of Plats at Page 122 of the official records of the County Recorder of Salt Lake County, Utah.

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION OF APARTMENTS PROPERTY**

Certain real estate located in Salt Lake County, Utah and more particularly described as follows:

Lots 1001 thru 1134 inclusive, Lot B, all Common Area (including Private Streets) and Limited Common Area, as established, referenced, and contained within HERRIMAN TOWNES PHASE 1, as the same is identified in the Plat recorded in Salt Lake County, Utah as Entry No. 11859698 in Book 2014P of Plats at Page 122 of the official records of the County Recorder of Salt Lake County, Utah and in the Solameer Recreational Amenities Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811681 in Book 10214 at Page 4752, and in the Declaration of Covenants, Conditions and Restrictions for Solameer Townhomes (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811782 in Book 10214 at Page 5477, and in the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements, and Bylaws for Solameer Apartments (a part of the planned Solameer Properties Development) recorded with the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811812 in Book 10214 at Page 5815; excluding, however, any portion of Lot A within the aforementioned Plat and Declarations.

Said property is also described by survey as follows:

Commencing at a point which lies North 00°20'50" East along the quarter section line, a distance of 53.00 feet and North 89°35'47" West, a distance of 13.21 feet and from the South quarter corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point lies on the Northerly right of way line of 13400 South Street; and traversing thence North 89°35'47" West, a distance of 537.91 feet along said Northerly right of way line; thence North 00°11'38" East, a distance of 228.86 feet; thence North 55°39'37" East, a distance of 102.86 feet; thence along an arc 26.90 feet to the right, having a radius of 62.50 feet, the chord of which is North 67°59'33" East, for a distance of 26.70 feet to a point of reverse curvature; thence along an arc 14.78 feet to the left, having a radius of 10.00 feet, the chord of which is North 37°58'37" East, for a distance of 13.47 feet to a point of compound curvature; thence along an arc 29.62 feet to the left, having a radius of 85.00 feet, the chord of which is North 14°21'18" West, for a distance of 29.48 feet; thence North 24°20'23" West, a distance of 2.20 feet; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 52°27'55" West, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 7.64 feet to the right, having a radius of 35.00 feet, the chord of which is North 74°20'23" West, for a distance of 7.62 feet to a point of reverse curvature; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is South 83°47'09" West, for a distance of 9.43 feet; thence North 34°20'23" West, a distance of 30.00 feet; thence along a non-tangent arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 27°32'05" East, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 11.35 feet to the right, having a radius of 35.00 feet, the chord of which is North 08°42'00" East, for a distance of 11.30 feet to a point of reverse curvature; thence along an arc 9.13 feet to the left, having a radius of 10.00 feet, the chord of which is North 08°10'29" West, for a distance of 8.82 feet; thence North 34°20'23" West, a distance of 76.01 feet; thence along an arc 11.19 feet to the left, having a radius of 382.50 feet, the chord of which is North 35°10'40" West, for a distance of 11.19 feet; thence along a non-tangent arc 15.89 feet to the left, having a radius of 25.00 feet, the chord of which is North 54°13'34" West for a distance of 15.63 feet; thence along an arc 196.95 feet to the left, having a radius of 795.00 feet, the chord of which is North 46°37'08" East, for a distance of 196.45 feet; thence North 39°31'18" East, a distance of 13.60 feet to a point which lies on the Southerly right of way line of Herriman Rose Boulevard; thence along said Southerly right of way line the following four (4) courses: (1) along a 15.00 foot radius curve to the right, a distance of 21.79 feet, the chord of which is North 81°07'49" East, for a distance of 19.92 feet to a point of reverse curvature, (2) along a 366.00 foot curve to the left, a distance of 207.89 feet, the chord of which is South 73°32'01" East, for a distance of 205.11 feet, (3) South 89°48'22" East, a distance of 159.86 feet, (4) along a 20.00 foot radius curve to the right, a distance of 31.42 feet, the chord of which is South 44°48'22" East, for a distance of 28.28 feet to a point which lies on



the Westerly right of way line of 5195 West Street; thence along said Westerly right of way line the remaining courses: (1) South 00°11'38" West, a distance of 532.52 feet, (2) along a 20.00 foot radius curve to the right, a distance of 31.49 feet, the chord of which is South 45°17'56" West, for a distance of 28.34 feet to the point of beginning.

Parcel Numbers: 26-36-376-014, 26-36-376-013, 26-36-376-012, 26-36-376-011, 26-36-376-010, 26-36-376-019, 26-36-376-018, 26-36-376-017, 26-36-376-016, 26-36-376-015, 26-36-376-020, 26-36-376-021, 26-36-376-022, 26-36-376-023, 26-36-376-024, 26-36-376-025, 26-36-376-026, 26-36-376-027, 26-36-376-028, 26-36-376-029, 26-36-376-030, 26-36-376-031, 26-36-376-032, 26-36-376-033, 26-36-376-034, 26-36-376-035, 26-36-376-036, 26-36-376-037, 26-36-376-038, 26-36-376-039, 26-36-376-040, 26-36-376-041, 26-36-376-042, 26-36-376-043, 26-36-376-044, 26-36-376-045, 26-36-376-046, 26-36-376-047, 26-36-376-048, 26-36-376-049, 26-36-376-050, 26-36-376-051, 26-36-376-053, 26-36-376-054, 26-36-376-055, 26-36-376-056, 26-36-376-057, 26-36-376-058, 26-36-376-059, 26-36-376-060, 26-36-376-061, 26-36-376-062, 26-36-376-063, 26-36-376-064, 26-36-376-065, 26-36-376-066, 26-36-376-067, 26-36-376-068, 26-36-376-069, 26-36-376-070, 26-36-376-071, 26-36-376-072, 26-36-376-073, 26-36-376-074, 26-36-376-084, 26-36-376-085, 26-36-376-086, 26-36-376-087, 26-36-376-088, 26-36-376-089, 26-36-376-090, 26-36-376-091, 26-36-376-092, 26-36-376-093, 26-36-376-075, 26-36-376-076, 26-36-376-077, 26-36-376-078, 26-36-376-079, 26-36-376-080, 26-36-376-081, 26-36-376-082, 26-36-376-083, 26-36-376-094, 26-36-376-095, 26-36-376-096, 26-36-376-097, 26-36-376-098, 26-36-376-099, 26-36-376-100, 26-36-376-101, 26-36-376-102, 26-36-376-103, 26-36-376-104, 26-36-376-105, 26-36-376-106, 26-36-376-107, 26-36-376-108, 26-36-376-109, 26-36-376-118, 26-36-376-119, 26-36-376-120, 26-36-376-121, 26-36-376-122, 26-36-376-123, 26-36-376-124, 26-36-376-125, 26-36-376-126, 26-36-376-127, 26-36-376-128, 26-36-376-129, 26-36-376-130, 26-36-376-131, 26-36-376-132, 26-36-376-133, 26-36-376-134, 26-36-376-135, 26-36-376-136, 26-36-376-110, 26-36-376-111, 26-36-376-112, 26-36-376-113, 26-36-376-114, 26-36-376-115, 26-36-376-116, 26-36-376-117, 26-36-376-137, 26-36-376-138, 26-36-376-139, 26-36-376-140, 26-36-376-141, 26-36-376-142, 26-36-376-143, 26-36-376-144, 26-36-376-052 and 26-36-376-145.



**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION OF TOWNHOMES PROPERTY PHASE 2**

Certain real estate located in Salt Lake County, Utah and more particularly described as follows:

Lots 2001 thru 2040 inclusive, contained within HERRIMAN TOWNES PHASE 2, Amending Lot A of Herriman Townes Phase I, as the same is identified in the Plat recorded on July 8, 2014, in Salt Lake County, Utah as Entry No. 11877960 in Book 2014P of Plats at Page 168 of the official records of the County Recorder of Salt Lake County, Utah.

**EXHIBIT "A-3"**  
**LEGAL DESCRIPTION OF TOWNHOMES PROPERTY PHASE 3**

Certain real estate located in Salt Lake County, Utah and more particularly described as follows:

Lots 3001 thru 3025 inclusive, contained within HERRIMAN TOWNES PHASE 3, Amending Lot A of Herriman Townes Phase 2, as the same is identified in the Plat recorded on June 9, 2016, in Salt Lake County, Utah as Entry No. 12296486 in Book 2016P of Plats at Page 126 of the official records of the County Recorder of Salt Lake County, Utah.

**EXHIBIT "A-4"**  
**LEGAL DESCRIPTION OF TOWNHOMES PROPERTY PHASE 4**

Certain real estate located in Salt Lake County, Utah and more particularly described as follows:

Lots 4001 thru 4033 inclusive, contained within HERRIMAN TOWNES PHASE 4, Amending Lot A of Herriman Townes Phase 3, as the same is identified in the Plat recorded on June 9, 2016, in Salt Lake County, Utah as Entry No. 12296487 in Book 2016P of Plats at Page 127 of the official records of the County Recorder of Salt Lake County, Utah.

