WHEN RECORDED, PLEASE RETURN TO:

Susan B. Peterson Jones, Waldo, Holbrook & McDonough, P.C. 170 South Main Street, Suite 1500 Salt Lake City, Utah 84101 11095231

12/13/2010 10:18 AM \$214.00

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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

BRIARWOOD SPRINGS HOA

7731 BRIARSPRINGS DR

MIDUALE UT 84047

BY: TMW, DEPUTY - WI 17 P.

SECOND AMENDMENT TO
RESTATED AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BRIARWOOD SPRINGS CONDOMINIUM PROJECT

AND

FIRST AMENDMENT TO RESTATED AND AMENDED BYLAWS OF BRIARWOOD SPRINGS HOMEOWNERS' ASSOCIATION

THIS SECOND AMENDMENT TO RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRIARWOOD SPRINGS CONDOMINIUM PROJECT AND FIRST AMENDMENT TO RESTATED AND AMENDED BYLAWS OF BRIARWOOD SPRINGS HOMEOWNERS' ASSOCIATION (this "Amendment") is entered into as of ______, 2010, by BRIARWOOD SPRINGS CONDOMINUM, INC., a Utah nonprofit corporation (the "Association").

RECITALS

- A. That certain real property located in the Salt Lake County, Utah, and more particularly described in Exhibit A attached hereto is subject to that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions of Briarwood Springs Condominium Project, recorded on December 9, 1986 as Entry No. 4365955 in Book 5851 at Page 3090, in the Official Records of Salt Lake County, Utah (the "Declaration"). The Declaration was previously amended by an amendment recorded as Entry No. 6417938 in Book 7455 at Page 97.
- B. Pursuant to the Declaration, Briarwood Springs Condominiums, Inc., a Utah nonprofit corporation, dba Briarwood Springs Homeowners Association (the "Association") adopted those certain Restated and Amended Bylaws recorded in the Official Records of Salt Lake County, Utah on December 12, 1986, in Book 5851 at Page 3137 (the "Bylaws.")
- C. The Association, acting pursuant to its Bylaws and the Declaration, desires to further amend the Declaration and to amend the Bylaws, all as set forth in this Amendment.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration and the Bylaws are hereby amended as follows:

1. CAPITALIZED TERMS. All initially capitalized terms, unless specifically defined herein, shall have the meanings ascribed thereto in the Declaration.

2. AMENDMENTS TO DECLARATION.

2.1 Section 6.01 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

<u>Residential Uses Only; Restrictions on Leasing</u>. Each Unit in the Project is intended to be used for single family residential housing, and is restricted to such use. No Unit may be leased or rented except as provided in this Section and subject to the following restrictions:

- (a) At any given time, no more than ten percent of all the Units (172 Units \div 10 = 17) may be rented or leased.
- (b) No Owner may rent or lease a Unit without the prior approval of the Management Committee, which approval shall not be unreasonably withheld; provided, however, that it shall be reasonable for the Management Committee to withhold approval of any lease that would violate or cause the violation of any restriction in this Section or any other provision of the Declaration. For purposes of this Section, a Unit shall be considered to be leased or rented if the Owner is not living in the Unit and someone other than the Owner is living in the Unit.
- (c) Any lease permitted under this Section shall be in writing, and each lease shall expressly require the tenant to comply with all the provisions of the Declaration, the Bylaws, and the rules of the Association and shall provide that failure to so comply will constitute a default under the lease. Notwithstanding anything in the lease, the Owner shall remain responsible for payment of all Assessments, and no Owner may delegate voting rights in the Association to a tenant.
- (d) No Owner shall (a) rent or lease a Unit for a period of less than 30 days, or (b) rent or lease less than an entire Unit.
- (e) Notwithstanding anything to the contrary herein, in accordance with Section 57-8-10(9) of the Condominium Act, the following rentals shall not be prohibited by this Section and shall not be counted for purposes of determining whether the ten percent rental limit has been reached:

- (i) a rental by an Owner in the military for the period of the Owner's deployment;
- (ii) a rental by an Owner to the Owner's parent, child, or sibling;
- (iii) a rental by an Owner whose employer has relocated the Owner for no less than two years; or
- (iv) a rental of a Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - (A) a current resident of the Unit; or
 - (B) the parent, child, or sibling of the current resident of the Unit.
- Notwithstanding anything to the contrary herein, in accordance with Section 57-8-10(9) of the Condominium Act, an Owner whose Unit is rented on the date on which this Amendment is recorded in the Official Records of Salt Lake County will be grandfathered in and may continue renting until the Owner either transfers ownership of the Unit or again occupies the Unit. If the Unit is owned by a business entity or a trust, rather than by an individual or individuals, then, for purposes of this Section, the Owner shall be deemed to have transferred ownership of the Unit if more than 75% of the ownership interest in such entity is transferred within a 12-month period, and the Owner shall be deemed to have occupied the Unit if an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of the entity or trust occupies the Unit.

The Association, by rule or resolution, shall create procedures to determine and track the number of leased Units at any given time and to ensure consistent administration and enforcement of the rental restrictions contained in this Section.

2.2 Section 6.10 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

Animals. Except as approved by the Management Committee, no animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any Unit or elsewhere within the Project except that two small domestic dogs OR two cats OR one small domestic dog and one cat. For purposes of this section, a small domestic dog is a dog of a breed not reasonably anticipated to exceed 25 pounds. Fish in aquariums and birds kept inside birdcages may be kept as household pets within any Unit, if they are not kept, bred, or raised for commercial purposes, and if their maintenance is approved by the Management Committee. ALL PETS MUST BE APPROVED BY AND REGISTERED WITH THE MANAGEMENT COMMITTEE. Each person bringing a pet into the Project shall be liable pursuant to the all applicable laws and ordinances to other Owners, their family

members, guests, and invitees for any damage to persons or property caused by any such pet. Any pet causing or creating a nuisance or disturbance shall be permanently removed from the Project upon ten days prior written notice from the Association.

Notwithstanding anything to the contrary herein, the Management Committee shall have the authority to approve exceptions to this Section as may be required by the Americans with Disabilities Act or by any other applicable law.

3. AMENDMENTS TO BYLAWS.

- 3.1 Collection of Rent for Past Due Assessments. The following provision is hereby added to the Bylaws as Section 11.2 thereof:
- 11.2 Collection of Rent for Past Due Assessments.
- 11.2.1 If a Unit is leased or rented, and the Owner of such Unit fails to pay any assessment levied pursuant to the Declaration ("Assessments") for a period of more than sixty (60) days after such assessment is due and payable, the Management Committee, upon compliance with this Section 11.2, may demand that the tenant of such Unit pay to the Association all future lease payments due to the Owner, commencing with the next monthly payment, until the amount due to the Association is paid in full.
- 11.2.2 The manager or Management Committee must give the Owner written notice, in accordance with the Declaration, Bylaws, or rules and regulations of the Association ("Rules and Regulations"), of the Association's intent to demand full payment from the tenant. The notice shall:
 - (a) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly Assessment payment unless the full amount owed is received within a time period specified in the notice, which period shall not be less than 15 days;
 - (b) state the amount of the Assessment due, including any interest or late fees;
 - (c) state that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due; and
 - (d) provide the requirements and rights described in Sections (b) through (f) of this Section 11.2.2 and in Subsections (6)(b) through (6) (f) of Utah Code Ann. §57-8-20.
- 11.2.3 If the Owner fails to pay the amount of the Assessment due by the date specified in the notice, the manager or Management Committee may deliver written notice to the tenant, in accordance with the Declaration, Bylaws, or Rules and Regulations, demanding that future payments due from the tenant to the Owner be paid to the Association. A copy of the notice must be mailed to the Owner. The notice provided to the tenant must state:

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- (a) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Management Committee's intent to collect all lease payments to satisfy Assessments due to the Association;
- (b) that until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
- (c) that payment by the tenant to the Association in compliance with this Section 3 will not constitute a default under the terms of the lease agreement.
- 11.2.4 All funds paid to the Association by a tenant pursuant to this Section 11.2 shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration, which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the Association.
- 11.2.5 Within five business days of payment in full of the Assessment, including any interest or late payment fee, the manager or Management Committee must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

3.2 Termination of Utility Services for Past Due Assessments.

The following is hereby added to the Bylaws as Section 11.3 thereof:

- 11.3 <u>Termination of Utility Services for Past Due Assessments.</u>
- 11.3.1 If an Owner fails or refuses to pay any Assessment when due, the Management Committee may, after giving notice and an opportunity to be heard in accordance with Section 11.3.2 below:
 - (a) terminate such Owner's right to receive any utility services the costs of which are paid as a Common Expense; and
 - (b) terminate such Owner's (or, if the Unit is leased, the Owner's and the tenant's) right of access to and use of recreational facilities.
- 11.3.2 Before terminating utility services and right of access to and use of recreational facilities under this Section 11.3, the manager or Management Committee shall give written notice to the Owner in the manner provided in the Declaration, these Bylaws, or Association rules. The notice shall state:

- (a) that utility services or right of access to and use of recreational facilities will be terminated if payment of the Assessment is not received within fifteen (15) days after the date of the notice;
- (b) the amount of the Assessment due, including any interest or late payment fee; and
- (c) the right of the Owner to request a hearing under Section 11.3.3 below.
- 11.3.3 An Owner who is given notice under Section 11.3.2 above may request an informal hearing to dispute the Assessment by submitting a written request to the Management Committee within fourteen (14) days from the date on which the notice is received. If a hearing is requested within the time period provided herein:
 - (a) the hearing shall be conducted in accordance with standards provided in the Association's rules; and
 - (b) utility services or right of access to and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.
- 11.3.4 Upon payment of the Assessment due, including any interest or late payment fee, the manager or Management Committee shall immediately take action to reinstate the terminated utility services to the Unit and restore the right of access to and use of the recreational facilities.

3. MISCELLANEOUS PROVISIONS.

- 3.1 **Confirmation of Declaration and Bylaws**. The Association hereby affirms and agrees to be bound by all of the terms of the Declaration and Bylaws, as amended hereby.
- 3.2 Non-Impairment. Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Declaration or Bylaws or affect or impair any rights, powers, or remedies of the Association thereunder, it being the intent of the Association that, except as amended hereby, all of the terms, covenants and conditions of the Declaration and Bylaws shall remain in full force and effect.
- 3.3 **Entire Agreement**. This Amendment constitutes the entire agreement with respect to the subject matter hereof.
- 3.4 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

[Signature Page to Follow]

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

> BRIARWOOD SPRINGS CONDOMINIUM, INC. a Utah nonprofit corporation

Name: Dennis Farnsworth President

STATE OF (tak):ss.

The foregoing instrument was acknowledged before me this 2th day of Condominium, 2010, by Conno Famsurth, President of Briarwood Springs Condominium, Inc., a Utah nonprofit corporation.

Notary Public

My Commission Expires:

april 2, 2012

NOTARY PUBLIC Residing at: (020)

CERTIFICATION

The undersigned, on behalf of the Management Committee of Briarwood Springs Condominium, Inc., a Utah nonprofit corporation, hereby certify that each of (a) the foregoing Second Amendment to the Restated and Amended Declaration Covenants, Conditions and Restrictions of Briarwood Springs Condominium Project, and (b) the foregoing First Amendment to the Restated and Amended Bylaws of Briarwood Springs Homcowners Association, Inc. was duly proposed, voted on and passed at a duly called and noticed meeting of the Association.

DATED: December **/2**, 2010.

Name:	Timot		110	
Secretar	у	,		

A. 70. 500. H

STATE OF UTAH

SS.

COUNTY OF SALT LAKE

The foregoing certification was acknowledged before me this 2th day of Springs Condominium. Inc., a Utah nonprofit corporation. Limethy Ellioth

Notary Public

BUBBIE M. PHILIPS

820 East Driseppings Circle
Missing, Utah 84047

My Commission Expires

April 2, 2012

My Commission Expires:

My Commissi

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EXHIBIT A Legal Description

PHASE 1 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 1 Amended, a Condominium Project, Sandy. Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 1, Units 1 through 6; Building 2, Units 1 through 6; Building 3, Units 1 through 6; Building 4, Units 1 through 6.

Tax Parcel ID Numbers:		
22-30-479-001	22-30-479-011	22-30-479-021
22-30-479-002	22-30-479-012	22-30-479-022
22-30-479-003	22-30-479-013	22-30-479-023
22-30-479-004	22-30-479-014	22-30-479-024
22-30-479-005	22-30-479-015	22-30-479-025
22-30-479-006	22-30-479-016	22-30-479-026
22-30-479-007	22-30-479-017	22-30-479-027
22-30-479-008	22-30-479-018	22-30-479-028
22-30-479-009	22-30-479-019	22-30-479-029
22-30-479-010	22-30-479-020	22-30-479-030

PHASE 2A AMENDED

All the Units of Briarwood Springs Condominiums, Phase 2A Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 5, Units 1 through 6; Building 6, Units 1 through 6.

Tax Parcel ID Numbers:	
22-30-480-002	22-30-480-008
22-30-480-003	22-30-480-009
22-30-480-004	22-30-480-010
22-30-480-005	22-30-480-011
22-30-480-006	22-30-480-012
22-30-480-007	22-30-480-013

Exhibit A – Page 1

PHASE 2B AMENDED

All the Units of Briarwood Springs Condominiums, Phase 2B Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 25, Units 1 through 6; Building 26, Units 1 through 6; Building 27, Units 1 through 6.

Tax Parcel ID Nun	ibers:
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22-30-481-002	22-30-481-008	22-30-481-014
22-30-481-003	22-30-481-009	22-30-481-015
22-30-481-004	22-30-481-010	22-30-481-016
22-30-481-005	22-30-481-011	22-30-481-017
22-30-481-006	22-30-481-012	22-30-481-018
22-30-481-007	22-30-481-013	22-30-481-019

PHASE 3A AMENDED

All the Units of Briarwood Springs Condominiums, Phase 3A Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 29, Units 1 through 6.

Tax Parcel ID Numbers:

22-30-482-001	22-30-482-004
22-30-482-002	22-30-482-005
22-30-482-003	22-30-482-006

PHASE 4 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 4 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 30, Units 1 through 3.

Tax Parcel ID Numbers:

22-30-483-001

22-30-483-002

22-30-483-003

Exhibit A - Page 2

PHASE 5 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 5 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 31, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-484-001

22-30-484-003

22-30-484-002

22-30-484-004

PHASE 6 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 6 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 34, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-485-001

22-30-485-005

22-30-485-002

22-30-485-006

22-30-485-003

22-30-485-007

22-30-485-004

PHASE 7 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 7 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 32, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-486-001

22-30-486-005

22-30-486-002

22-30-486-006

22-30-486-003

22-30-486-007

22-30-486-004

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PHASE 8 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 8 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 36, Units 1 through 7.

Tax Parcel ID Numbers:	
22-30-487-001	

22-30-487-002

22-30-487-005

22-30-487-003

22-30-487-006

22-30-487-007

22-30-487-004

PHASE 9 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 9 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 37, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-488-001	
22-30-488-002	
22-30-488-003	

22-30-488-004

22-30-488-005

22-30-488-006

22-30-488-007

PHASE 10 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 10 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 38, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-489-001	
22-30-489-002	
22-30-489-003	
22-30-489-004	

22-30-489-005

22-30-489-006 22-30-489-007

Exhibit A - Page 4

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PHASE 11 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 11 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 39, Units 1 through 7.

Tax Parcel ID Numbers:	
22-30-490-001	22-30-490-005
22-30-490-002	22-30-490-006
22-30-490-003	22-30-490-007
22-30-490-004	

PHASE 12 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 12 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 35, Units 1 through 7.

	Tax Parcel ID Numbers:	
_	22-30-491-001	22-30-491-005
7	22-30-491-002	22-30-491-006
	22-30-491-003	22-30-491-007
	22-30-491-004	

PHASE 13 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 13 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 40, Units 1 through 4.

Tax Parcel ID Numbers:	
22-30-492-001	22-30-492-003
22-30-492-002	22-30-492-004

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PHASE 14 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 14 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 41, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-493-001

22-30-493-003

22-30-493-002

22-30-493-004

PHASE 15 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 15 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 42, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-494-001 22-30-494-002 22-30-494-003

22-30-494-004

PHASE 16 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 16 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 43, Units 1 through 4.

Y Tax Parcel ID Numbers:

22-30-495-001

22-30-495-003

22-30-495-002

22-30-495-004

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PHASE 17 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 17 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 44, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-496-001 22-30-496-002

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22-30-496-003

22-30-496-004

PHASE 18 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 18 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 45, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-497-001

22-30-497-003

22-30-497-002

22-30-497-004

PHASE 19 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 19 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto:

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 46, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-498-001

22-30-498-003

22-30-498-002

22-30-498-004

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PHASE 20 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 20 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 50, Units 1 through 4.

Tax Parcel ID Numbers:

22-30-499-001 22-30-499-002

V

22-30-499-003

22-30-499-004

PHASE 21 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 21 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 49, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-499-006

22-30-499-010

22-30-499-007

22-30-499-011

22-30-499-008 22-30-499-009 22-30-499-012

PHASE 22 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 22 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 48, Units 1 through 7.

Tax Parcel ID Numbers:

22-30-498-006

22-30-498-010

22-30-498-007

22-30-498-011

22-30-498-008

22-30-498-012

22-30-498-009

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PHASE 23 AMENDED

All the Units of Briarwood Springs Condominiums, Phase 23 Amended, a Condominium Project, Sandy, Salt Lake County, Utah, according to the record of survey map filed with the Salt Lake County Recorder and as described in the declaration filed with said Salt Lake County Recorder and any amendments thereto;

Together with an undivided ownership interest in the common areas and facilities appurtenant to said Units as disclosed in the Declaration of said development, which Units are more particularly identified as follows:

Building 47, Units 1 through 4.

Tax Parcel ID Numbers: 22-30-489-009

22-30-489-010

22-30-489-011

22-30-489-012

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