

WHEN RECORDED RETURN TO:
 SERENITY AT JORDAN LANDING, L.C.
 758 South 400 East
 Orem, Utah 84097
 (801) 362-6228

8949805
 01/14/2004 10:51 AM 190.00
 Book - 8933 Pg - 8204-8221
 GARY W. DIT
 RECORDER, SALT LAKE COUNTY, UTAH
 SERENITY AT JORDAN LANDING LC
 758 S 400 E
 OREM UT 84097
 BY: ZJM, DEPUTY - WI 18 f.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
 FOR SERENITY AT JORDAN LANDING CONDOMINIUM,
 An expandable Utah condominium**

This First Amendment to the Declaration of Condominium for Serenity at Jordan Landing Condominium, a Utah condominium, is made and executed by SERENITY AT JORDAN LANDING, LC, a Utah limited liability company, of 758 South 400 East, #203, Orem, UT 84097 (the "Declarant").

RECITALS

A. The Declaration of Condominium for Serenity At Jordan Landing Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on 9/12/03 as Entry No. 8814384 in Book 8880 at Pages 1482 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. Under Article III, Section 32 (a) of the Declaration, the Declarant reserved the right to unilaterally amend the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this First Amendment to Declaration of Condominium for Serenity at Jordan Landing Condominium for and on behalf of all of the Unit Owners in order to correct certain clerical errors in the original document by adding provisions inadvertently omitted from the Declaration.

1. Article I, Section 35 of the Declaration entitled "Period of Declarant's Control" is deleted in its entirety and the following language is substituted in lieu thereof:

35. Period of Declarant's Control shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) five (5) years from the effective date of this Declaration, (b) not less than 120 days after all of the Additional Land has been added and Units to 75% of the Units have been

conveyed, or (c) the Declarant executes and records a written Waiver of his right to control.

2. Article III, Section 31 of the Declaration entitled "Mortgagee Protection" is deleted in its entirety and the following language is substituted in lieu thereof:

31. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. In addition:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease

which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(1) Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

f) Approval of Proposed Action or Transaction. Any Mortgagee who receives, by certified or registered mail, a written request, with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within thirty (30) days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner's association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States

Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

3. Article III, Section 32 of the Declaration entitled "Amendment" is deleted in its entirety and the following language is substituted in lieu thereof.

32. Amendment. This Declaration may be amended as follows:

a) Amendments by Declarant. Until after the termination of the Declarant's Period of Control, this document and the Condominium Plat may be unilaterally amended by the execution by Declarant of an instrument amending the same without any additional approval required, and no other amendment shall be valid or enforceable without the Declarant's prior written consent. Declarant expressly reserves the right to change in the first and/or all future phases the definition of Common Area and/or Unit, and their designation on the Plat, in order to expand the definition of a Unit to include the roof, exterior walls, footings and foundations, etc., provided the maintenance, repair and replacement of such items remain part of the Area of Common Responsibility and the Project is developed in accordance with the approved development plan of the City's planning commission.

b) Consent of the Owners. After the termination of the Declarant's Period of Control, the affirmative vote of at least sixty seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Condominium Plat. Provided, however, the modification of any provision expressly and specifically affecting the Commercial Units shall require the unanimous consent of all Commercial Unit Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

c) Protection of Declarant Rights. An amendment shall not terminate or decrease any unexpired development right, or Period of Declarant Control unless the Declarant approves or consents in writing.

d) Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder of Salt Lake County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved and the

Declarant if the Declarant's consent is also required, and when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

e) Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

f) Consent of Eligible Mortgagees to Add or Amend Any Material Provision. The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Condominium Plat which establishes, provides for, governs, or regulates any of the following:

- o Voting rights;
- o Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- o Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
- o Responsibility for maintenance and repairs;
- o Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- o Redefinition of any Unit boundaries;
- o Convertibility of Units into Common Area or Elements, or vice versa;
- o Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
- o Hazard or fidelity insurance requirements;
- o Imposition of any restrictions on the leasing of Units;
- o Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- o A decision by the Association (if the Project consists of more than 50 Units) to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;
- o Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and
- o Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of

the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

4. Article III, Subsections 46(a) and (b) of the Declaration entitled "Expansion of the Project" are deleted in their entirety and the following language is substituted in lieu thereof.

46. Expansion of the Project.

a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Units in the Project. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire five (5) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on any or all portions of the Additional Property.

b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than five (5) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with supplemental Map or Maps containing the same information with respect to the new Units as was required on the Map with respect to the Phase I Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

5. Article III, Section 34 of the Declaration entitled "Declarant's Sales Program" is hereby amended to add the following new Subsection.

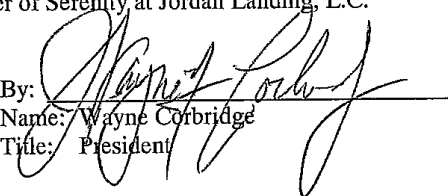
(e) Restrictions in Favor of the Declarant. The recreational amenities or facilities at the Project may not be subject to any restriction or reservation in favor of the Declarant or any of its affiliates.

6. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of December, 2003.


SERENITY AT JORDAN LANDING, L.C.,
a Utah limited liability company

By: TROPHY HOMES, L.C.
a Utah limited liability company
Manager of Serenity at Jordan Landing, L.C.

By: 
Name: Wayne Corbridge
Title: President

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

On the 22nd day of December, 2003, personally appeared before me Wayne Corbridge, who by me being duly sworn, did say that he is the President of TROPHY HOMES, L.C., a Utah limited liability company, the Manager of SERENITY AT JORDAN LANDING, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Wayne Corbridge duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC
Residing At: Pleasant Grove, UT
Commission Expires: 5-15-2006

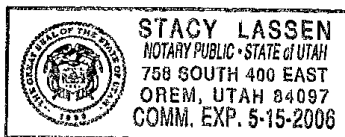


EXHIBIT "A"
LEGAL DESCRIPTION

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

LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-1"

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

PHASE 1 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 1414.36 feet North 7°23'03" East along the Section Line and 171.44 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence Northwesterly along the arc of an 845.00 foot radius curve to the Left a distance of 79.54 feet (Central Angle equals 5°23'37" and Long Chord bears North 16°54'33" West 79.52 feet) along said Easterly Line of Center Park Drive to a point of reverse curvature; thence Northerly and Northeasterly along the arc of a 25.00 foot radius curve to the Right a distance of 37.60 feet (Central Angle equals 86°10'39" and Long Chord bears North 23°28'58" East 34.16 feet) to a point of tangency on the Southeasterly Line of Watkins Drive as it exists at 33.00 foot half-width; thence North 66°34'17" East 146.11 feet along said Southeasterly Line; thence South 16°54'21" East 113.33 feet; thence South 64°58'53" West 16.12 feet; thence South 68°14'58" West 48.00 feet; thence South 63°17'19" West 24.47 feet; thence South 73°20'53" West 47.93 feet; thence South 75°47'15" West 31.50 feet to the point of beginning.

Contains 18,432 sq. ft.
Or 0.423 acre

LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-2"

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

PHASE 2 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Southeasterly Line of Watkins Drive as it exists at 33.00 foot half-width being 1594.49 feet North 7°23'03" East along the Section Line and 273.69 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence North 66°34'17" East 160.00 feet along said Southeasterly Line of Watkins Drive to a point of curvature; thence Easterly and Southeasterly along the arc of a 20.00 foot radius curve to the Right a distance of 32.88 feet (Central Angle equals 94°11'55" and Long Chord bears South 66°19'45" East 29.30 feet) to a point of compound curvature on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width; thence Southeasterly along the arc of a 1580.02 foot radius curve to the Right a distance of 108.61 feet (Central Angle equals 3°56'18" and Long Chord bears South 17°15'40" East 108.59 feet) along said Westerly Line of Campus View Drive; thence South 74°42'30" West 42.17 feet; thence South 72°59'34" West 47.91 feet; thence South 67°46'22" West 24.49 feet; thence South 73°12'17" West 47.92 feet; thence South 64°58'53" West 19.72 feet; thence North 16°54'21" West 113.33 feet to the point of beginning.

Contains 21,731 sq. ft.
or 0.499 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-3"**

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

PHASE 3 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 1452.74 feet North 7°23'03" East along the Section Line and 527.98 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence South 75°57'35" West 108.37 feet to a point of curvature; thence Southwesterly along the arc of a 500.00 foot radius curve to the Left a distance of 65.30 feet (Central Angle equals 7°28'57" and Long Chord bears South 72°13'07" West 65.25 feet); thence North 16°54'21" West 116.06 feet; thence North 64°58'53" East 19.72 feet; thence North 73°12'17" East 47.92 feet; thence North 67°46'22" East 24.49 feet; thence North 72°59'34" East 47.91 feet; thence North 74°42'30" East 42.17 feet to the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width; thence Southeasterly along the arc of a 1580.02 foot radius curve to the Right a distance of 124.66 feet (Central Angle equals 4°31'14" and Long Chord bears South 13°01'53" East 124.63 feet) along said Westerly Line of Campus View Drive to the point of beginning.

Contains 21,512 sq. ft.
or 0.494 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-4"**

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

PHASE 4 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 1414.36 feet North 7°23'03" East along the Section Line; and 171.44 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence North 75°24'47" East 31.50 feet; thence North 73°20'53" East 47.93 feet; thence North 63°17'19" East 24.47 feet; thence North 68°14'58" East 48.00 feet; thence North 64°58'53" East 16.12 feet; thence South 16°54'21" East 116.06 feet; thence South 68°28'39" West 79.02 feet to a point of curvature; thence Southwesterly along the arc of a 400.00 foot radius curve to the Right a distance of 101.16 feet (Central Angle equals 14°29'24" and Long Chord bears South 75°43'21" West 100.89 feet) to a point on the Easterly Line of said Center Park Drive; thence Northwesterly along the arc of an 845.00 foot radius curve to the Left a distance of 109.76 feet (Central Angle equals 7°26'32" and Long Chord bears North 10°29'29" West 109.68 feet) along said Easterly Line of Center Park Drive to the point of beginning.

Contains 19,581 sq. ft.
or 0.450 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-5"**

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

PHASE 5 OF SERENTIY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 1204.77 feet North 7°23'03" East along the Section Line and 224.66 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence Northwesterly along the arc of an 845.00 foot radius curve to the Left a distance of 107.08 feet (Central Angle equals 7°15'37" and Long Chord bears North 3°08'24" West 107.00 feet) along said Easterly Line of Center Park Drive; thence Northeasterly along the arc of a 400.00 foot radius curve to the Left a distance of 101.16 feet (Central Angle equals 14°29'24" and Long Chord bears North 75°43'21" East 100.89 feet) to a point of tangency; thence North 68°28'39" East 79.02 feet; thence South 1°16'33" East 124.58 feet; thence South 53°21'47" West 18.47 feet; thence South 83°17'05" West 47.73 feet; thence South 54°27'07" West 28.39 feet; thence South 85°57'14" West 47.60 feet; thence North 89°30'36" West 35.39 feet to the point of beginning.

Contains 20,200 sq. ft.
or 0.464 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-6"**

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

PHASE 6 OF SERENTIY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 1452.74 feet North 7°23'03" East along the Section Line; and 527.98 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence Southeasterly along the arc of a 1580.02 foot radius curve to the Right a distance of 127.20 feet (Central Angle equals 4°36'46" and Long Chord bears South 8°27'53" East 127.17 feet) along said Westerly Line of Campus View Drive; thence South 83°50'30" West 40.98 feet; thence South 83°41'28" West 47.85 feet; thence South 73°00'12" West 29.83 feet; thence South 75°43'54" West 47.99 feet; thence South 53°21'47" West 24.76 feet; thence North 1°16'33" West 124.58 feet; thence Northeasterly along the arc of a 500.00 foot radius curve to the Right a distance of 65.30 feet (Central Angle equals 7°28'57" and Long Chord bears North 72°13'07" East 65.25 feet) to a point of tangency; thence North 75°57'35" East 108.37 feet to the point of beginning.

Contains 21,388 sq. ft.
or 0.491 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-7"**

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

PHASE 7 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 1211.06 feet North 7°23'03" East along the Section Line and 586.64 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence South 88°15'24" West 60.24 feet to a point of curvature; Southwesterly along the arc of a 200.00 foot radius curve to the Left a distance of 90.37 feet (Central Angle equals 25°53'16" and Long Chord bears South 75°18'46" West 89.60 feet) to a point of tangency; thence South 62°22'08" West 47.37 feet; thence North 1°16'33" West 123.01 feet; thence North 53°21'47" East 24.76 feet; thence North 75°43'54" East 47.99 feet; thence North 73°00'12" East 29.83 feet; thence North 83°41'28" East 47.85 feet; thence North 83°50'30" East 40.98 feet to the Westerly Line of said Campus View Drive; thence Southeasterly along the arc of a 1580.02 foot radius curve to the Right a distance of 121.75 feet (Central Angle equals 4°24'54" and Long Chord bears South 3°57'03" East 121.72 feet) along said Westerly Line of Campus View Drive to the point of beginning.

Contains 22,496 sq. ft.
or 0.516 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-8"**

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

PHASE 8 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 1091.44 feet North 7°23'03" East along the Section Line and 230.68 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence Northeasterly along the arc of an 845.00 foot radius curve to the Left a distance of 113.58 feet (Central Angle equals 7°42'05" and Long Chord bears North 4°20'27" East 113.49 feet) along said Easterly Line of Center Park Drive; thence South 89°30'36" East 35.39 feet; thence North 85°57'14" East 47.60 feet; thence North 54°27'07" East 28.39 feet; thence North 83°17'05" East 47.73 feet; thence North 53°21'47" East 18.47 feet; thence South 1°16'33" East 123.01 feet; thence South 62°22'08" West 15.00 feet to a point of curvature; thence Southwesterly along the arc of a 200.00 foot radius curve to the Right a distance of 106.38 feet (Central Angle equals 30°28'33" and Long Chord bears South 77°36'24" West 105.13 feet) to a point of tangency; thence North 87°09'19" West 63.63 feet to the point of beginning.

Contains 20,909 sq. ft.
or 0.480 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-9"**

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

PHASE 9 OF SERENTTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 1091.44 feet North 7°23'03" East along the Section Line and 230.68 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence South 87°09'19" East 63.63 feet to a point of curvature; thence Northeasterly along the arc of a 200.00 foot radius curve to the Left a distance of 106.38 feet (Central Angle equals 30°28'33" and Long Chord bears North 77°36'24" East 105.13 feet) to a point of tangency; thence North 62°22'08" East 15.00 feet; thence South 3°01'57" East 135.30 feet; thence South 5°07'05" West 119.02 feet; thence South 79°40'09" West 251.62 feet to the Easterly Line of said Center Park Drive; thence along said Easterly Line the following two courses: North 16°30'43" East 159.22 feet to a point of curvature; and Northeasterly along the arc of an 845.00 foot radius curve to the Left a distance of 122.71 feet (Central Angle equals 8°19'14" and Long Chord bears North 12°21'06" East 122.60 feet) to the point of beginning.

Contains 53,257 sq. ft.
or 1.223 acres

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-10"**

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

PHASE 10 OF SERENTTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 1211.06 feet North 7°23'03" East along the Section Line and 586.64 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence Southerly along the arc of a 1580.02 foot radius curve to the Right a distance of 198.62 feet (Central Angle equals 7°12'08" and Long Chord bears South 1°51'28" West 198.48 feet); thence North 84°32'28" West 176.06 feet; thence North 3°01'57" West 135.30 feet; thence North 62°22'08" East 47.37 feet to a point of curvature; thence Northeasterly along the arc of a 200.00 foot radius curve to the Right a distance of 90.37 feet (Central Angle equals 25°53'16" and Long Chord bears North 75°18'46" East 89.60 feet) to a point of tangency; thence North 88°15'24" East 60.24 feet to the point of beginning. ..

Contains 32,783 sq. ft.
or 0.753 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-11"**

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

PHASE 11 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 879.98 feet North 7°23'03" East along the Section Line and 604.59 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence North 79°41'52" West 170.32 feet; thence North 5°07'05" East 119.02 feet; thence South 84°32'28" East 176.06 feet to the Westerly Line of said Campus View Drive; thence Southwesterly along the arc of a 1580.02 foot radius curve to the Right a distance of 133.56 feet (Central Angle equals 4°50'36" and Long Chord bears South 7°52'50" West 133.52 feet) along said Westerly Line of Campus View Drive to the point of beginning.

Contains 21,963 sq. ft.
or 0.504 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-12"**

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

PHASE 12 OF SERENTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 879.98 feet North 7°23'03" East along the Section Line and 604.59 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence along said Westerly Line of Campus View Drive the following two courses: Southwesterly along the arc of a 1580.02 foot radius curve to the Right a distance of 31.11 feet (Central Angle equals 1°07'41" and Long Chord bears South 10°51'58" West 31.11 feet) to a point of tangency; and South 11°25'49" West 106.00 feet; thence North 78°34'11" West 80.00 feet; thence North 12°40'15" West 19.72 feet; thence North 78°34'11" West 95.95 feet; thence North 18°02'15" East 116.53 feet; thence South 79°41'52" East 170.32 feet to the point of beginning.

Contains 22,319 sq. ft.
or 0.512 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-13"**

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

PHASE 13 OF SERENTTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width being 743.19 feet North 7°23'03" East along the Section Line and 595.23 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence South 11°25'49" West 152.23 feet along said Westerly Line of Campus View Drive; thence North 78°34'11" West 242.63 feet; thence North 27°28'28" East 168.03 feet; thence North 65°47'23" East 15.00 feet; thence South 78°34'11" East 95.95 feet; thence South 12°40'15" East 19.72; thence South 78°34'11" East 80.00 feet to the point of beginning.

Contains 35,581 sq. ft.
or 0.817 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-14"**

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

PHASE 14 OF SERENTTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point 812.09 feet North 7°23'03" East along the Section Line; 194.81 feet South 82°36'57" East to the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width; and 50.43 feet North 79°40'09" East from the Southwest Corner of said Section 20; and running thence North 79°40'09" East 201.19 feet; thence South 18°02'15" West 116.53 feet; thence South 65°47'23" West 15.00 feet; thence South 27°28'28" West 126.41 feet; thence North 24°57'32" West 212.91 feet to the point of beginning.

Contains 21,990 sq. ft.
or 0.505 acre

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-15"**

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

PHASE 15 OF SERENTTY AT JORDAN LANDING

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 812.09 feet North 7°23'03" East along the Section Line and 194.81 feet South 82°36'57" East from the Southwest Corner of said Section 20; and running thence North 79°40'09" East 50.43 feet; thence South 24°57'32" East 212.91 feet; thence South 27°28'28" West 41.62 feet; thence North 78°34'11" West 178.79 feet to the Easterly Line of said Center Park Drive; thence North 16°30'43" East 193.46 feet along said Easterly Line of Center Park Drive to the point of beginning.

Contains 26,763 sq. ft.
or 0.614 acre

**LEGAL DESCRIPTION OF ADDITIONAL LAND
EXHIBIT "B"**

The Additional Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

A part of the Southwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Jordan City, Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Center Park Drive as it exists at 45.00 foot half-width being 632.69 feet North 7°23'03" East along the Section Line; and 164.53 feet South 78°34'11" East from the Southwest Corner of said Section 20; and running thence along said Easterly Line the following two courses: North 16°30'43" East 352.68 feet to a point of curvature; and Northerly along the arc of an 845.00 foot radius curve to the Left a distance of 532.67 feet (Central Angle equals 36°07'05" and Long Chord bears North 1°32'49" West 523.89 feet to a point of reverse curvature; thence Northerly along the arc of a 25.00 foot radius curve to the Right a distance of 37.60 feet (Central Angle equals 86°10'39" and Long Chord bears North 23°28'57" East 34.16 feet) to the Southeasterly Line of Watkins Way as it exists at 33.00 foot half-width; thence North 66°34'17" East 306.11 feet along said Southeasterly Line to a point of curvature; thence Northeasterly, Easterly, and Southeasterly along the arc of a 20.00 foot radius curve to the Right a distance of 32.88 feet (Central Angle equals 94°11'55" and Long Chord bears South 66°19'45" East 29.30 feet) to a point of tangency on the Westerly Line of Campus View Drive as it exists at 33.00 foot half-width; thence along said Westerly Line the following two courses: Southeasterly along the arc of a 1580.02 foot radius curve to the Right a distance of 845.51 feet (Central Angle equals 30°39'37" and Long Chord bears South 3°54'00" East 835.46 feet) to a point of tangency; and South 11°25'49" West 258.23 feet; thence North 78°34'11" West 421.42 feet to the point of beginning.

EXHIBIT "C"
 PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

Phase	Building No.	Unit No.	Percentage of Ownership Interest
1	W	1	.7575%
1	W	2	.7575%
1	W	3	.7575%
1	V	1	.7575%
1	V	2	.7575%
1	V	3	.7575%
2	U	1	.7575%
2	U	2	.7575%
2	U	3	.7575%
2	T	1	.7575%
2	T	2	.7575%
2	T	3	.7575%
3	R	1	.7575%
3	R	2	.7575%
3	R	3	.7575%
3	S	1	.7575%
3	S	2	.7575%
3	S	3	.7575%
4	P	1	.7575%
4	P	2	.7575%
4	P	3	.7575%
4	Q	1	.7575%
4	Q	2	.7575%
4	Q	3	.7575%
5	O	1	.7575%
5	O	2	.7575%
5	O	3	.7575%
5	N	1	.7575%
5	N	2	.7575%
5	N	3	.7575%
6	M	1	.7575%
6	M	2	.7575%
6	M	3	.7575%
6	L	1	.7575%
6	L	2	.7575%
6	L	3	.7575%
7	J	1	.7575%
7	J	2	.7575%
7	J	3	.7575%
7	K	1	.7575%
7	K	2	.7575%
7	K	3	.7575%

8	H	1	.7575%
8	H	2	.7575%
8	H	3	.7575%
8	I	1	.7575%
8	I	2	.7575%
8	I	3	.7575%
9	G	1	.7575%
9	G	2	.7575%
9	G	3	.7575%
9	G	4	.7575%
9	G	5	.7575%
9	G	6	.7575%
9	G	7	.7575%
9	G	8	.7575%
9	G	9	.7575%
9	G	10	.7575%
9	G	11	.7575%
9	G	12	.7575%
10	A	1	.7575%
10	A	2	.7575%
10	A	3	.7575%
10	A	4	.7575%
10	A	5	.7575%
10	A	6	.7575%
10	A	7	.7575%
10	A	8	.7575%
10	A	9	.7575%
10	A	10	.7575%
10	A	11	.7575%
10	A	12	.7575%
11	B	1	.7575%
11	B	2	.7575%
11	B	3	.7575%
11	B	4	.7575%
11	B	5	.7575%
11	B	6	.7575%
11	B	7	.7575%
11	B	8	.7575%
11	B	9	.7575%
11	B	10	.7575%
11	B	11	.7575%
11	B	12	.7575%
12	C	1	.7575%
12	C	2	.7575%
12	C	3	.7575%
12	C	4	.7575%
12	C	5	.7575%
12	C	6	.7575%
12	C	7	.7575%
12	C	8	.7575%
12	C	9	.7575%
12	C	10	.7575%
12	C	11	.7575%
12	C	12	.7575%

13	D	1	.7575%
13	D	2	.7575%
13	D	3	.7575%
13	D	4	.7575%
13	D	5	.7575%
13	D	6	.7575%
13	D	7	.7575%
13	D	8	.7575%
13	D	9	.7575%
13	D	10	.7575%
13	D	11	.7575%
13	D	12	.7575%
14	F	1	.7575%
14	F	2	.7575%
14	F	3	.7575%
14	F	4	.7575%
14	F	5	.7575%
14	F	6	.7575%
14	F	7	.7575%
14	F	8	.7575%
14	F	9	.7575%
14	F	10	.7575%
14	F	11	.7575%
14	F	12	.7575%
15	E	1	.7575%
15	E	2	.7575%
15	E	3	.7575%
15	E	4	.7575%
15	E	5	.7575%
15	E	6	.7575%
15	E	7	.7575%
15	E	8	.7575%
15	E	9	.7575%
15	E	10	.7575%
15	E	11	.7575%
15	E	12	.7575%
TOTAL:			100.0%