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RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
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SLC UT 84109
BY: ZJM, DEPUTY - WI 26 P.

**AMENDED AND RESTATED
DECLARATION FOR ROADWAYS AND UTILITIES,
AND
RESERVATION OF EASEMENTS**

This Amended and Restated Declaration of Roadways and Utilities Covenants, Conditions and Restrictions, and Reservation of Easements (the "**Declaration**") is executed by the Polo Club Homeowners Association, Inc. ("Polo Club") and the Esprit Homeowners Association, Inc. ("Esprit Condominium") for and in behalf of the Association of Homeowners for Millcreek Condominium, and the Esprit Homes Owners Association, Inc. ("Esprit Homes").

RECITALS:

A. The original Declaration of Roadways and Utilities Covenants, Conditions and Restrictions, and Reservation of Easements was recorded in the Office of the County Recorder of Salt Lake County, Utah on August 19, 1991 as Entry No.5314413 in Book 6504 at Page 181 of the official records (the "**Original Declaration**").

B. The Original Declaration governed the maintenance, repair and replacement of the roadways, utilities and easements common to Polo Club, Esprit Condominium, and Esprit Homes.

C. The Millcreek Declaration and the Millcreek Map were recorded in the Office of the County Recorder of Salt Lake County, Utah, submitting the land described in Exhibit "A" attached hereto and incorporated herein by reference to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated §57-8-1 through §57-8-36 (1963), thereby creating the Millcreek Project, which consists of two independent neighborhoods, Polo Club and Esprit Condominium, that are operated by separate and independent Management Committees, although they may use the same Manager or Property Management Company from time to time.

D. Esprit Homes is a planned residential development, neighboring Polo Club and Esprit Condominium, located on land described in Exhibit "B" attached hereto and incorporated herein by reference. The Esprit Homes Declaration of Covenants, Conditions and Restrictions, and the Esprit Homes Map are recorded in the Office of the County Recorder of Salt Lake County, Utah.

BK8794 PG2276

E. The necessary votes and approvals were obtained from the Millcreek and Esprit Homes Projects owners to record the Original Declaration.

F. The undersigned, who were the parties to the Original Declaration, desire to amend and restate the Original Declaration pursuant to Section 8.5 thereof.

AGREEMENT:

For the reasons recited above, and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, the parties hereto, and each of them, hereby agree:

DEFINITIONS

As used in this Declaration each of the following terms shall have the indicated meaning:

1.1 The term **Common Roadways** shall mean and refer to the asphalt, road surface and base of Solitaire Drive, Vineyard Court, Revelle Way, Foxboro Drive, and Europa Drive, which are roadways common to Polo Club, Esprit Condominium, and Esprit Homes as more particularly described in Exhibit "C" attached hereto and incorporated herein by the reference.

1.2 The term **Common Utility Facilities** shall mean and refer to all storm drainage facilities, sanitary sewer systems and the water system to the extent such facilities provide common service to the Polo Club, Esprit Condominium, and the Esprit Homes Projects, including by way of illustration but not limitation the master water meter, the main water and sewer distribution lines, the common system lateral lines leading to the individual meters and hook-ups; the common storm drainage lines and retention pipes; and all related improvements that provide common service to the Polo Club, Esprit Condominium, and Esprit Homes Projects. The Common Utility Facilities shall specifically not include the water and sewer line laterals leading from the meters and hook-ups to each individual residence; nor any other water, sewer and storm drainage lines that do not provide common service to the Polo Club, Esprit Condominium, and Esprit Homes Projects.

1.3 The term **Common Utility Area** shall mean and refer to (a) all of the Common Area for Polo Club and Esprit Condominium (as defined in the Millcreek Declaration and identified on the Millcreek Map) and (b) all of that certain real property located within the Esprit Homes Project that is made subject to and burdened by and easement for the laying, installation, operation, servicing, and maintenance of the Common Utility Facilities, as said easements are described on the Esprit Homes Plat. The Common Utility Area shall specifically include but is not limited to the following real property located within the Millcreek Project, which is made subject to an easement for the laying, installation, operation, servicing and maintenance of the Common Utility Facilities:

Lot 40--East Easement.

Beginning at a point that is South 1765.612 feet and West 1872.346 feet from the

North Quarter Corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 57.04 feet; thence East 17.69 feet; thence North 57.04 feet; thence West 17.69 feet to the point of beginning.

1.4 The term **Delegate** shall mean and refer to the voting representative of a Neighborhood.

1.5 The term **Esprit Condominium** shall collectively and severally refer to the following items as the context requires:

1.5.1 **Esprit Condominium Association** shall mean and refer to the Esprit Homeowners Association, Inc., a Utah nonprofit corporation, which shall consist of all of the unit owners in the Esprit portion of the Millcreek Project acting as a group.

1.5.2 **Esprit Condominium Declaration** shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements For Esprit, a neighborhood of the Millcreek Project recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.5.3 **Esprit Condominium Owners** shall mean and refer to each of the owners of one or more of the Units in the Esprit neighborhood of the Millcreek Project.

1.5.4 **Esprit Condominium Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each owner of a Unit in the Esprit neighborhood of the Millcreek Project.

1.5.5 **Esprit Condominium Plat** shall mean and refer to that certain subdivision plat of the Esprit Protect recorded in the Office of the County Recorder of Salt Lake County, Utah. The Esprit Homes Plat affects a portion of the Roadways.

1.5.6 **Esprit Condominium Project** shall mean and refer to each of the Units and the Common Area comprising the Esprit neighborhood of Millcreek Project, which is a condominium project, and as more particularly defined in the Millcreek Declaration and identified in the Millcreek Map.

1.6 The term **Esprit Homes** shall collectively and severally refer to the following items as the context requires:

1.6.1 **Esprit Homes Association** shall mean and refer to the Esprit Homes Association, Inc., a Utah nonprofit corporation, which shall consist of all of the lot owners in the Esprit Homes Project acting as a group.

1.6.2 The term **Esprit Homes Declaration** shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements For Esprit Homes of Millcreek recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.6.3 The term **Esprit Homes Owners** shall mean and refer to each of the owners of one or more of the Lots in the Esprit Homes Project.

1.6.4 The term **Esprit Homes Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each owner of a Lot in the Esprit Homes Project.

1.6.5 The term **Esprit Homes Plat** shall mean and refer to that certain subdivision plat of the Esprit Homes Project recorded in the Office of the County Recorder of Salt Lake County, Utah. The Esprit Homes Plat affects a portion of the Roadways.

1.6.6 The term **Esprit Homes Project** shall mean and refer to each of the Lots and the Common Area comprising the Esprit Homes of Millcreek, which is a planned residential development, and as more particularly defined in the Esprit Homes Declaration and identified in the Esprit Homes Plat.

1.7 The term **Maintenance Assessments** shall mean and refer to the assessments made hereunder against each Neighborhood for its respective portion of the total costs incurred by the MMHOA to maintain, improve, repair, replace, manage and operate the Common Roadways and Utility Facilities, and shall include an adequate reserve fund for resurfacing of the Common Roadways and replacing the Common Utility Facilities as may be required from time to time in accordance with Section 7.6 below.

1.8 The term **Millcreek Master Roadways and Utilities Association, Inc.** (the "MMHOA") shall mean and refer to Polo Club, Esprit Condominium, and Esprit Homes acting as a group for and in behalf of the Unit and Lot owners in each Neighborhood in accordance with this Declaration.

1.9 The term **Millcreek Declaration** shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions for Millcreek Condominium recorded in the office of the

County Recorder of Salt Lake County, Utah on May 24, 1985, es Entry No. 4090275, in Book 5657, at Page 804, et.seq.

1.10 The term **Millcreek Map** shall mean and refer to that certain Condominium Plat (the Millcreek Map). recorded in the office of the County Recorder of Salt Lake County, Utah as Entry No. 4090276, in Book 85-5 of Plats.

1.11 The term **Neighborhood** shall mean and refer to Polo Club, Esprit Condominium, or Esprit Homes, respectively, or where the context requires the association of owners acting as a group in accordance with the declaration of covenants, conditions and restrictions governing the project, and its members.

1.12 The term **Operating Expenses** shall mean and refer to all of the following: (a) All costs and expenses which are incurred by the MMHOA for and on behalf of Polo Club, Esprit Condominium, and Esprit Homes during the period in question or which are reasonably allocable to said period in connection with the operation, maintenance, repair or replacement of the Common Roadways and Utility Facilities, including, without limitation, charges for the costs of repairing or replacing the Common Utility Facilities, cleaning, sweeping, and servicing the Roadways, the cost of removing ice and snow from the Roadways, the cost of resurfacing and re-striping the Roadways, the cost of replacing damaged or worn-out Common Roadways and Utility Facilities, the cost of traffic regulation and control along the Roadways, the cost of the personnel (other than managerial personnel) necessary to perform any of the foregoing, and depreciation allowance on any machinery and equipment used in connection with the aforesaid matters; and (b) common water charges as measured by the master water meter that services Polo Club, Esprit Condominium, and Esprit Homes. All of the aforesaid costs, expenses, and sums and the allocation thereof to the period in question shall be determined in accordance with such reasonable and usual accounting procedures and business practices as are agreed to by the MMHOA and as provided herein.

1.13 The term **Polo Club** shall collectively and severally refer to the following items as the context requires:

1.13.1 **Polo Club Association** shall mean and refer to the Polo Club Homeowners Association, Inc., a Utah nonprofit corporation, which shall consist of all of the unit owners in the Polo Club portion of the Millcreek Project acting as a group.

1.13.2 **Polo Club Declaration** shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements For Polo Club, a neighborhood of the Millcreek Project recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.13.3 **Polo Club Owners** shall mean and refer to each of the owners of one or more of the Units in the Polo Club neighborhood of the

Millcreek Project.

1.13.4 **Polo Club Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each owner of a Unit in the Polo Club neighborhood of the Millcreek Project.

1.13.5 The term **Polo Club Project** shall mean and refer to each of the Units and the Common Area comprising the Polo Club neighborhood of Millcreek Project, which is a condominium project, and as more particularly defined in the Millcreek Declaration and identified in the Millcreek Map.

MEMBERSHIP

2.1 **Membership.** The Members of the MMHOA shall be (1) Polo Club, (2) Esprit Condominium, and (3) Esprit Homes, each of whom shall elect, appoint or designate a Delegate (who must be an Owner) to act as its representative in the manner set forth below.

2.2 **Assignment or Transfer.** Membership in the MMHOA may not be assigned, transferred, pledged, or alienated in any way from its Neighborhood, and any attempt to do so shall be voidable by MMHOA.

VOTING

3.1 **Delegate Voting System.** The MMHOA shall be operated under a representative delegate voting system.

3.2 **Delegates and Neighborhoods.** Each Delegate, who must be an Owner, shall represent the interests of his or her Neighborhood. Polo Club, Esprit Condominium, and Esprit Homes shall each constitute a Delegate Neighborhood for the purpose of exercising voting rights as a Member in the MMHOA. Polo Club, Esprit Condominium, and Esprit Homes shall each designate a representative to act as the Delegate to exercise the voting power of its Unit or Lot owners, and an alternate Delegate to exercise the voting power in the absence of the Delegate. Polo Club, Esprit Condominium, and Esprit Homes each shall submit the name of its proposed Delegate and alternate Delegate at least thirty (30) days prior to the annual meeting of the MMHOA and at such other time as the Delegates may be changed.

3.3 **Delegate Voting.** Each Delegate shall be entitled to cast one (1) vote on each issue or matter. At each meeting of Delegates, each Delegate shall cast his or her vote in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting on behalf of his Neighborhood; provided, however, that a Neighborhood shall have the authority to call special meetings of the Owners in the Neighborhood for the purpose of obtaining direction as to the manner in which its Delegate is to vote on any particular issue under consideration. The vote of a majority

of a the Owners present, in person or by proxy, at such meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of MMHOA business that any Delegate casting a vote on behalf of his Neighborhood will have acted with the authority and consent of all of the owners in the Neighborhood. All agreements and determinations lawfully made by the MMHOA in accordance with the voting procedures established herein shall be deemed to be binding on all Members and their successors and assigns.

EASEMENTS FOR UTILITIES AND ROADWAYS.

4.1 **Ratification of Easement.** Polo Club, Esprit Condominium, and Esprit Homes hereby ratify and reconfirm the nonexclusive, perpetual right-of-way and cross easement heretofore created, together with the right to construct, operate, repair, replace and maintain the Common Roadways and Utility Facilities, upon, under, across and through the Common Roadways and the Utility Area for the benefit of Polo Club, Esprit Condominium, and Esprit Homes.

4.2 **Common Use of Easement.** Said easement is to be used in common by Polo Club, Esprit Condominium, and Esprit Homes, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth.

4.3 **Private Roadways.** It is specifically understood and agreed between the parties that the cross-easement and right-of-way heretofore created and hereby ratified and confirmed is intended to be used as a private roadway and utility easement for the exclusive use and benefit of Polo Club, Esprit Condominium, and Esprit Homes.

4.4 **Benefitted Expense of Roadways.** Each Neighborhood -- Polo Club, Esprit Condominium and Esprit Homes -- is hereby empowered to and may elect, at its sole expense and for its benefit, to maintain, repair, or replace any Common Roadway running through its Neighborhood or any part thereof, including by way of illustration but not limitation any paving, resurfacing, speed bumps, speed humps or controls (the "Benefitted Expense"), although such Benefitted Expense shall not be considered part of the Operating Expenses.

INSURANCE

5. **Liability Insurance Covering Common Roadways and Utility Area.** Polo Club, Esprit Condominium, and Esprit Homes shall each at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason of activities within, the portion of the Common Roadways and Utility Area located within their respective projects.

5.1 **Insurance Company.** Such insurance shall be carried with a responsible company or companies licensed in the State of Utah.

5.2 **Amount of Insurance Coverage.** The limits of each such liability insurance policy shall be a combined single limit of not less than \$2,000,000.00 per occurrence and \$1,000,000.00

per person for bodily injury, death, and property damage.

5.3 **Name Association as "Loss Payee" or "Additional Insured"**. Each such liability insurance policy shall name the MMHOA as an additional insured and/or loss payee.

5.4 **Certificate of Insurance**. Each Neighborhood shall provide the MMHOA with a Certificate of Insurance or equivalent written evidence that the liability insurance required by this paragraph is in force.

5.5 **Notice of Material Change or Cancellation**. Each such policy of liability insurance shall give the MMHOA not less than thirty (30) days prior written notice of any material change or cancellation of such insurance policies.

5.6 **Waiver**. Polo Club, Esprit Condominium, and Esprit Homes hereby each waive any and all right of recovery against the other waiving parties or against the officers, employees, agents and representatives of the other waiving parties, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any policy of insurance which any of the waiving parties may have in force at the time of such loss or damage.

5.7 **Default Remedies**. If Polo Club, Esprit Condominium, or Esprit Homes, or any one of them, fail to obtain the policies of insurance required to be obtained by this Section, then the MMHOA shall have the right to (a) obtain a policy of insurance satisfying the requirements of this Section, and (b) charge the defaulting Association(s) the cost thereof, which expense shall be considered part of its Maintenance Assessment.

MAINTENANCE

6. **Operation and Maintenance**. The MMHOA, for and in behalf of Polo Club, Esprit Condominium, and Esprit Homes, shall have the power, authority, right, and duty to operate, maintain, keep, and replace as necessary the Common Roadways and Utility Facilities in a state of good repair and condition, including, without limitation, the management, maintenance, and replacement of the capital assets and improvements, such as the storm drainage system located within the Common Utility Area, and the snow removal, cleaning, striping, and periodic resurfacing of the Roadways. The MMHOA shall repair any damage it may cause to the property of Polo Club, Esprit Condominium, and Esprit Homes, and restore the property to its original condition, reasonable wear and tear excepted.

6.1 **Grant of Authority**. Polo Club, Esprit Condominium, and Esprit Homes hereby authorize the MMHOA to act for and in behalf of them, and each of them, and as their agent, to:

- a. Incur Operating Expenses;
- b. Charge Maintenance Assessments;

- c. Enter into contracts relating to the management, operation, maintenance, repair and replacement of the Common Roadways and Utility Facilities; and
- d. Take such further actions as may be reasonably necessary to perform its duties hereunder.

6.2 **Payment for Goods and Services.** All goods and services procured by the MMHOA in performing its duties hereunder shall be paid for with funds received from the Maintenance Assessments, including by way of illustration but not limitation all costs incurred for management, operation, maintenance, repair, and replacement of the Common Roadways and Utility Facilities.

ASSESSMENTS

7. **Maintenance Assessments.** In order to provide for payment of the Operating Expenses, Polo Club, Esprit Condominium, and Esprit Homes the undersigned covenant and agree to pay all Operating Expenses incurred and Maintenance Assessments made by the MMHOA

7.1 **Computation of Maintenance Assessments.** The MMHOA shall base annual Maintenance Assessments upon budgeted estimates of the Operating Expenses expected to be incurred during the coming calendar year and amounts required to establish an adequate reserve for periodic resurfacing and replacement of the Roadways and for periodic replacement of the Common Utility Facilities.

7.2 **Apportionment of Maintenance Assessments.** All of the Operating Expenses shall be charged to each Unit or Lot equally and apportioned among Polo Club, Esprit Condominium, and Esprit Homes based upon the number of Units or Lots in each Neighborhood.

7.3 **Apportionment of Common Water Expenses.** All of the Common Water Expenses shall be charged to each Unit or Lot equally and apportioned among Polo Club, Esprit Condominium, and Esprit Homes based upon the number of Units or Lots in each Neighborhood.

7.4 **Budget.** The MMHOA shall prepare and furnish to Polo Club, Esprit Condominium, and Esprit Homes an operating budget for the coming calendar year at least thirty (30) days prior to the beginning of each year.

7.5 **Payment of Annual Maintenance and Common Water Assessments.** The Annual Maintenance Assessment and Common Water Assessment shall be payable by Polo Club, Esprit Condominium, and Esprit Homes in twelve (12) equal monthly installments. Monthly invoices for each Neighborhood will be prepared by the MMHOA. Payment of the Assessments must be made to the MMHOA within thirty (30) days from the date the Invoice is received by the Neighborhood, its Delegate or their designee. A late fee of \$25.00 will be assessed on all late payments. Default interest at the rate of 1.5% per month will be charged on the outstanding balance on all delinquent accounts.

7.6 **Reserves.** The MMHOA shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs of capital assets, and capital improvements. In the event the reserve account(s) fall below an amount considered acceptable by the Delegates, then, in its sole discretion and without any additional approval required, the MMHOA may restore or replenish the account(s) by an equitable increase in the monthly Maintenance Assessment, a Special Assessment, or any combination. The Board of Delegates shall prepare and update at least annually a Reserve Account Analysis, and make the report available to all Unit and Lot Owners.

MISCELLANEOUS

8.1 **Covenants to Run with Land.** This Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Declaration and any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a lot in Esprit Homes or a condominium unit at Polo Club or Esprit Condominium, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon Polo Club, Esprit Condominium, and Esprit Homes, and all interests in each such project shall be subject to this Declaration and all of such covenants, provisions, and requirements. Each owner or resident, by virtue of accepting a deed or other document of conveyance to, or possession of the property consents and agrees to be subject to and bound by this Declaration and all of the covenants, provisions and requirements hereof.

8.2 **Amendment.** This document may be modified by filing for record in the office of the Salt Lake County Recorder a written instrument amending the Declaration signed by each of the parties hereto, and acknowledged.

8.3 **Dedication of Roadways.** In the event the Roadways are dedicated for public use to the appropriate governmental entity, the right-of-way and cross-easements in the Projects, and the maintenance and other obligations created by this Declaration shall, upon such dedication, automatically terminate with respect to the Roadways; provided, however, that any monetary obligation that has then accrued shall survive such dedication until such obligation is fully satisfied.

8.4 **Partial Invalidity.** The invalidity or unenforceability of any portion of the Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to any party to this Declaration, or circumstances should to any extent be invalid, the remainder of this Declaration or the application of such provision to any party to this Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.5 **Effective Dates and Duration.** This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Declaration is terminated and extinguished by a written Termination of Declaration filed with the Salt Lake County Recorder, and executed by all of the parties hereto.

8.6 **Dispute Resolution.** Any controversy or claim between or among the parties to this Declaration, including but not limited to those arising out of or relating to this Declaration or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of MMHOA or Polo Club, Esprit Condominium, or Esprit Homes be formally mediated and if such mediation fails to resolve the dispute, then with the unanimous consent of all of the parties hereto the dispute may be submitted to binding arbitration or the matter may be resolved judicially. If the parties decide to arbitrate or mediate and are unable to agree upon a Mediator or Arbiter, then one shall be designated by a representative of the Utah State Bar Association.

8.7 **Captions.** The captions or headings which precede the paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

8.8 **Construction.** Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

8.9 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

8.10 **Attorneys Fees.** If this agreement is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

TERMINATION

9. **Transfer of Title to MMHOA Property upon Dissolution of the MMHOA.** In the event of the dissolution of the MMHOA, the MMHOA Property shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the MMHOA property and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the MMHOA Property shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners as tenants in common.

Dated this ___ day of April, 2003.

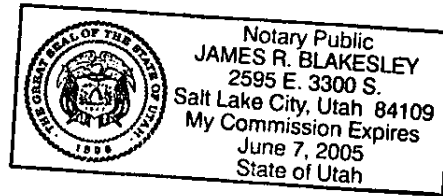
ESPRIT HOMES OWNERS ASSOCIATION, INC.

By: Penny Williams
Name: Penny Williams
Title: President

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of April, 2003, by Penny Williams, the President of the ESPRIT HOMES OWNERS ASSOCIATION.

NOTARY PUBLIC



Declaration and
By-Laws for the Millcreek - Esprit Homeowners Association, Inc.
Signature Page Continued

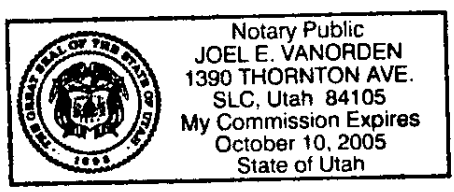
ESPRIT HOMEOWNERS ASSOCIATION, INC.

By: Jason Wood
Name: Jason Wood
Title: Delegate

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of April 2003, by JASON WOOD, the Delegate of the ESPRIT HOMEOWNERS ASSOCIATION.

Joel E. Vanorden
NOTARY PUBLIC



BK 8794 PG 2288

**AMENDED AND RESTATED
BYLAWS OF THE
MILLCREEK - ESPRIT HOMEOWNERS ASSOCIATION, INC.
A Utah Nonprofit Corporation**

**ARTICLE I
NAME AND LOCATION**

Section 1 .01 Name and Location. The name of the incorporated association is Millcreek - Esprit Homeowners Association, Inc. (the "MMHOA"). The principal office of the corporation shall be located at 1355 Europa Drive, Salt Lake City, Utah 84106, but meetings of Delegates may be held at such places within the State of Utah, as may be designated by the Board of Delegates.

**ARTICLE II
DEFINITIONS**

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION**

Section 3.01 Annual Meeting. The Board of Delegates shall meet as often as it deems reasonably necessary but not less than semi-annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Delegates of the MMHOA may be called at any time by the President or by any Delegate.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Delegates shall be given to each Delegate by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Delegate addressed to the Delegate's address last appearing on the books of the MMHOA, or supplied by such Delegate to the MMHOA for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. A majority of the Delegates present shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws.

**ARTICLE IV
BOARD OF DELEGATES AND TERM OF OFFICE**

Section 4.01 Number. The affairs of the MMHOA shall be managed by a Board of Delegates, consisting of three (3) representatives, one from Polo Club; one from Esprit Condominium; and one

from Esprit Homes. Each Delegate must be a Lot or Unit Owner duly qualified, appointed or elected by his or her Neighborhood.

Section 4.02 Appointment. Each Neighborhood must have one Delegate on the Board of Delegates.

Section 4.03 Replacement. If a Delegate of a particular Neighborhood serving as a representative on the Board of Delegates resigns or is otherwise unable or unwilling to serve, then the Neighborhood shall appoint a replacement to complete his term of office, and if it fails to do so, then the President of the Neighborhood Association shall be considered the Delegate.

Section 4.04 Term of Office. Each Delegate on the Board of Delegates shall serve a term of at least one one (1) year.

Section 4.05 Compensation. No Delegate shall receive compensation for any service he may render to the MMHOA as a member of the Board of Delegates, he may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.06 Action Taken Without a Meeting. The Board of Delegates shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Delegates. Any action so approved shall have the same effect as though taken at a meeting of the Board of Delegates.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DELEGATES

Section 5.03 Powers. The MMHOA shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The MMHOA shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the MMHOA. Without in any way limiting the generality of the foregoing, the MMHOA may act through its Board and shall specifically have the powers and duties set out in this Article V, including

Section 5.03.1 Assessments. The power and duty to levy assessments on the Owners of Lots and/or Units, and to enforce payment of such assessments in accordance with the provisions of Article VI hereof.

Section 5.03.2 MMHOA Property. The right to own and/or lease the MMHOA Property and the duty to maintain and manage the MMHOA Property and all facilities and improvements thereon, all other property acquired by the MMHOA, and the landscaping within public areas, including rights-of-way, within the Project. In particular the MMHOA shall:

- a. Maintain and repair in a safe, functional and attractive condition all MMHOA

Property and all improvements thereon and all public areas within the Project, including rights-of-way, and pay for gardening and other necessary services therefor.

b. Pay all taxes and assessments levied upon the MMHOA Property and all taxes and assessments payable by the MMHOA.

c. Obtain any water, sewer, gas and electric services needed for the MMHOA Property and any utility facilities or other improvements located on the MMHOA Property.

d. Convey to a municipality or government agency all or part of the MMHOA Property and/or the duty to maintain public areas, including rights-of-way, within the Project if such conveyance or reassignment is determined by the Board to be in the best interests of the Owners and the MMHOA.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the MMHOA shall be a president and secretary, plus such other officers as the Board of Delegates may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Delegates.

Section 6.02 Election of Officers. The Board of Delegates shall elect or appoint officers at the first meeting of the Board of Delegates during each calendar year.

Section 6.03 Term. The officers of the MMHOA shall be elected annually by the Board of Delegates and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Board of Delegates may elect such other officers as the affairs of the MMHOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Delegates may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Delegates. Any officer may resign at any time by giving written notice to the Board of Delegates, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Delegates. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. In the event a Delegate is not appointed by a Neighborhood, then the Delegate shall be considered to be the President of the Neighborhood Association until such time as another person is appointed.

Section 6.07 President. The president shall preside at all meetings of the Board of Delegates; shall see that orders and resolutions of the Board of Delegates are carried out. Either the President or the Secretary shall sign all written contracts and checks.

Section 6.08 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Delegates and of the Members; shall serve notice of meetings of the Board of Delegates and of the Members; shall keep appropriate current records showing the Members of the MMHOA together with their addresses; and shall perform such other duties as may be required by the Board of Delegates.

ARTICLE VII COMMITTEES

Section 7.01 Committees. The Board of Delegates may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

Section 8.01 Books and Records. The books, records and papers of the MMHOA shall at all times be kept in accordance with generally accepted accounting practices, and shall be subject to inspection by any Member, Unit or Lot owner during reasonable business hours. Copies may be purchased by any Neighborhood or Unit or Lot Owner at a reasonable cost. Each year the Board of Delegates or bookkeeper shall prepare a list providing for each Delegate the following information:

Name
Mailing address
Work Phone Number
Home Phone Number
Cellphone Number
Facsimile transmission number
E-mail address

Section 8.02 Signatures. All checks, drafts, contracts, and legally binding agreements must be signed by at least two (2) persons, one of whom must be the President or Secretary, and the other the accountant or bookkeeper.

Section 8.03 Independent Bookkeeping. The accounting and financial statements for MMHOA must be kept and prepared by an independent bookkeeper or accountant, who may not be a member of the Board of Delegates or an officer of the MMHOA. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Delegate, or his designee. The accountant or bookkeeper shall prepare and file all tax returns for the MMHOA.

Section 8.04 Audit. Either a (a) majority vote of the Delegates or (b) majority vote of all of the Lot and Unit Owners is sufficient to require a formal Audit of the financial statements, books and records of the MMHOA, which shall be an Operating Expense.

**ARTICLE IX
AMENDMENTS**

Section 9.01 Amendment to Bylaws. These Bylaws may be amended by the unanimous vote of all of the Delegates.

Section 9.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict, inconsistency or incongruity between the Declaration, Bylaws and Articles of Incorporation, the Declaration shall in all respects govern and control.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Miscellaneous. The fiscal year of the MMHOA shall begin on the first day of January and end on the 31st day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

ESPRIT HOMES OF MILLCREEK PUD
 16-33-158-026-0000 ESPRIT HOMES OF MILLCREEK PUD L 1
 16-33-158-025-0000 ESPRIT HOMES OF MILLCREEK PUD L 2
 16-33-158-024-0000 ESPRIT HOMES OF MILLCREEK PUD L 3
 16-33-158-023-0000 ESPRIT HOMES OF MILLCREEK PUD L 4
 16-33-158-022-0000 ESPRIT HOMES OF MILLCREEK PUD L 5
 16-33-158-021-0000 ESPRIT HOMES OF MILLCREEK PUD L 6
 16-33-158-020-0000 ESPRIT HOMES OF MILLCREEK PUD L 7
 16-33-158-019-0000 ESPRIT HOMES OF MILLCREEK PUD L 8
 16-33-158-018-0000 ESPRIT HOMES OF MILLCREEK PUD L 9
 16-33-158-017-0000 ESPRIT HOMES OF MILLCREEK PUD L 10
 16-33-158-016-0000 ESPRIT HOMES OF MILLCREEK PUD L 11
 16-33-158-015-0000 ESPRIT HOMES OF MILLCREEK PUD L 12
 16-33-158-014-0000 ESPRIT HOMES OF MILLCREEK PUD L 13
 16-33-158-013-0000 ESPRIT HOMES OF MILLCREEK PUD L 14
 16-33-158-012-0000 ESPRIT HOMES OF MILLCREEK PUD L 15
 16-33-158-011-0000 ESPRIT HOMES OF MILLCREEK PUD L 16
 16-33-158-010-0000 ESPRIT HOMES OF MILLCREEK PUD L 17
 16-33-158-002-0000 ESPRIT HOMES OF MILLCREEK PUD L 18
 16-33-158-003-0000 ESPRIT HOMES OF MILLCREEK PUD L 19
 16-33-158-004-0000 ESPRIT HOMES OF MILLCREEK PUD L 20
 16-33-158-005-0000 ESPRIT HOMES OF MILLCREEK PUD L 21
 16-33-158-006-0000 ESPRIT HOMES OF MILLCREEK PUD L 22
 16-33-158-007-0000 ESPRIT HOMES OF MILLCREEK PUD L 23
 16-33-158-008-0000 ESPRIT HOMES OF MILLCREEK PUD L 24
 16-33-158-009-0000 ESPRIT HOMES OF MILLCREEK PUD L 25
 16-33-157-004-0000 ESPRIT HOMES OF MILLCREEK PUD L 26
 16-33-157-003-0000 ESPRIT HOMES OF MILLCREEK PUD L 27
 16-33-157-002-0000 ESPRIT HOMES OF MILLCREEK PUD L 28
 16-33-157-001-0000 ESPRIT HOMES OF MILLCREEK PUD L 29
 16-33-153-043-0000 ESPRIT HOMES OF MILLCREEK PUD L 30
 16-33-153-044-0000 ESPRIT HOMES OF MILLCREEK PUD L 31
 16-33-153-045-0000 ESPRIT HOMES OF MILLCREEK PUD L 32
 16-33-153-046-0000 ESPRIT HOMES OF MILLCREEK PUD L 33
 16-33-153-047-0000 ESPRIT HOMES OF MILLCREEK PUD L 34
 16-33-153-048-0000 ESPRIT HOMES OF MILLCREEK PUD L 35
 16-33-153-049-0000 ESPRIT HOMES OF MILLCREEK PUD L 36
 16-33-153-050-0000 ESPRIT HOMES OF MILLCREEK PUD L 37
 16-33-153-051-0000 ESPRIT HOMES OF MILLCREEK PUD L 38
 16-33-153-052-0000 ESPRIT HOMES OF MILLCREEK PUD L 39
 16-33-153-053-0000 ESPRIT HOMES OF MILLCREEK PUD L 40
 16-33-153-054-0000 ESPRIT HOMES OF MILLCREEK PUD L 41
 16-33-153-055-0000 ESPRIT HOMES OF MILLCREEK PUD L 42
 16-33-153-056-0000 ESPRIT HOMES OF MILLCREEK PUD L 43
 16-33-153-057-0000 ESPRIT HOMES OF MILLCREEK PUD L 44
 16-33-153-058-0000 ESPRIT HOMES OF MILLCREEK PUD L 45
 16-33-153-059-0000 ESPRIT HOMES OF MILLCREEK PUD L 46
 16-33-153-060-0000 ESPRIT HOMES OF MILLCREEK PUD L 47
 16-33-153-061-0000 ESPRIT HOMES OF MILLCREEK PUD L 48
 16-33-153-062-0000 ESPRIT HOMES OF MILLCREEK PUD L 49
 16-33-153-063-0000 ESPRIT HOMES OF MILLCREEK PUD L 50
 16-33-158-001-0000 ESPRIT HOMES OF MILLCREEK PUD U AREA

16-33-155-001-0000 MILLCREEK PH 1 CONDO Build 1 U 1489E1
 16-33-155-002-0000 MILLCREEK PH 1 CONDO Build 1 U 1489E2
 16-33-155-003-0000 MILLCREEK PH 1 CONDO Build 1 U 1489E3
 16-33-155-004-0000 MILLCREEK PH 1 CONDO Build 1 U 1491E1
 16-33-155-005-0000 MILLCREEK PH 1 CONDO Build 1 U 1491E2
 16-33-155-006-0000 MILLCREEK PH 1 CONDO Build 1 U 1491E3
 16-33-155-007-0000 MILLCREEK PH 1 CONDO Build 1 U 1493E1

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16-33-155-008-0000	MILLCREEK PH 1 CONDO	Build 1	U 1493E2
16-33-155-009-0000	MILLCREEK PH 1 CONDO	Build 1	U 1493E3
16-33-155-010-0000	MILLCREEK PH 1 CONDO	Build 1	U 1495E1
16-33-155-011-0000	MILLCREEK PH 1 CONDO	Build 1	U 1495E2
16-33-155-012-0000	MILLCREEK PH 1 CONDO	Build 1	U 1495E3
16-33-155-013-0000	MILLCREEK PH 1 CONDO	Build 2	U 1488E1
16-33-155-014-0000	MILLCREEK PH 1 CONDO	Build 2	U 1488E2
16-33-155-015-0000	MILLCREEK PH 1 CONDO	Build 2	U 1490E1
16-33-155-016-0000	MILLCREEK PH 1 CONDO	Build 2	U 1490E2
16-33-155-017-0000	MILLCREEK PH 1 CONDO	Build 2	U 1492E1
16-33-155-018-0000	MILLCREEK PH 1 CONDO	Build 2	U 1492E2
16-33-155-019-0000	MILLCREEK PH 1 CONDO	Build 2	U 1494E1
16-33-155-020-0000	MILLCREEK PH 1 CONDO	Build 2	U 1494E2
16-33-155-021-0000	MILLCREEK PH 1 CONDO	Build 2	U 1496E1
16-33-155-022-0000	MILLCREEK PH 1 CONDO	Build 2	U 1496E2
16-33-155-023-0000	MILLCREEK PH 1 CONDO	Build 2	U 1498E1
16-33-155-024-0000	MILLCREEK PH 1 CONDO	Build 2	U 1498E2
16-33-155-025-0000	MILLCREEK PH 1 CONDO	Build 3	U 1472E1
16-33-155-026-0000	MILLCREEK PH 1 CONDO	Build 3	U 1472E2
16-33-155-027-0000	MILLCREEK PH 1 CONDO	Build 3	U 1474E1
16-33-155-028-0000	MILLCREEK PH 1 CONDO	Build 3	U 1474E2
16-33-155-029-0000	MILLCREEK PH 1 CONDO	Build 3	U 1476E1
16-33-155-030-0000	MILLCREEK PH 1 CONDO	Build 3	U 1476E2
16-33-155-031-0000	MILLCREEK PH 1 CONDO	Build 3	U 1478E1
16-33-155-032-0000	MILLCREEK PH 1 CONDO	Build 3	U 1478E2
16-33-155-033-0000	MILLCREEK PH 1 CONDO	Build 3	U 1480E1
16-33-155-034-0000	MILLCREEK PH 1 CONDO	Build 3	U 1480E2
16-33-155-035-0000	MILLCREEK PH 1 CONDO	Build 3	U 1482E1
16-33-155-036-0000	MILLCREEK PH 1 CONDO	Build 3	U 1482E2
16-33-155-037-0000	MILLCREEK PH 1 CONDO	Build 3	U 1484E1
16-33-155-038-0000	MILLCREEK PH 1 CONDO	Build 3	U 1484E2
16-33-155-039-0000	MILLCREEK PH 1 CONDO	Build 3	U 1486E1
16-33-155-040-0000	MILLCREEK PH 1 CONDO	Build 3	U 1486E2
16-33-155-041-0000	MILLCREEK PH 1 CONDO	Build 4	U 1460E1
16-33-155-042-0000	MILLCREEK PH 1 CONDO	Build 4	U 1460E2
16-33-155-043-0000	MILLCREEK PH 1 CONDO	Build 4	U 1462E1
16-33-155-044-0000	MILLCREEK PH 1 CONDO	Build 4	U 1462E2
16-33-155-045-0000	MILLCREEK PH 1 CONDO	Build 4	U 1464E1
16-33-155-046-0000	MILLCREEK PH 1 CONDO	Build 4	U 1464E2
16-33-155-047-0000	MILLCREEK PH 1 CONDO	Build 4	U 1466E1
16-33-155-048-0000	MILLCREEK PH 1 CONDO	Build 4	U 1466E2
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16-33-155-050-0000	MILLCREEK PH 1 CONDO	Build 4	U 1468E2
16-33-155-051-0000	MILLCREEK PH 1 CONDO	Build 4	U 1470E1
16-33-155-052-0000	MILLCREEK PH 1 CONDO	Build 4	U 1470E2
16-33-155-053-0000	MILLCREEK PH 1 CONDO	Build 5	U 1448E1
16-33-155-054-0000	MILLCREEK PH 1 CONDO	Build 5	U 1448E2
16-33-155-055-0000	MILLCREEK PH 1 CONDO	Build 5	U 1450E1
16-33-155-056-0000	MILLCREEK PH 1 CONDO	Build 5	U 1450E2
16-33-155-057-0000	MILLCREEK PH 1 CONDO	Build 5	U 1450E2
16-33-155-058-0000	MILLCREEK PH 1 CONDO	Build 5	U 1452E2
16-33-155-059-0000	MILLCREEK PH 1 CONDO	Build 5	U 1454E1
16-33-155-060-0000	MILLCREEK PH 1 CONDO	Build 5	U 1454E2
16-33-155-061-0000	MILLCREEK PH 1 CONDO	Build 5	U 1456E1
16-33-155-062-0000	MILLCREEK PH 1 CONDO	Build 5	U 1456E2
16-33-155-063-0000	MILLCREEK PH 1 CONDO	Build 5	U 1458E1
16-33-155-064-0000	MILLCREEK PH 1 CONDO	Build 5	U 1458E2
16-33-156-044-0000	MILLCREEK PH 2 CONDO	U AREA	
16-33-156-001-0000	MILLCREEK PH 2 CONDO	Build A	U 101
16-33-156-002-0000	MILLCREEK PH 2 CONDO	Build A	U 102
16-33-156-003-0000	MILLCREEK PH 2 CONDO	Build A	U 103
16-33-156-004-0000	MILLCREEK PH 2 CONDO	Build A	U 104
16-33-156-005-0000	MILLCREEK PH 2 CONDO	Build A	U 105
16-33-156-006-0000	MILLCREEK PH 2 CONDO	Build A	U 106

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16-33-156-007-0000	MILLCREEK	PH 2	CONDO	Build A	U 107
16-33-156-008-0000	MILLCREEK	PH 2	CONDO	Build B	U 108
16-33-156-009-0000	MILLCREEK	PH 2	CONDO	Build B	U 109
16-33-156-010-0000	MILLCREEK	PH 2	CONDO	Build B	U 110
16-33-156-011-0000	MILLCREEK	PH 2	CONDO	Build B	U 111
16-33-156-012-0000	MILLCREEK	PH 2	CONDO	Build B	U 112
16-33-156-013-0000	MILLCREEK	PH 2	CONDO	Build B	U 113
16-33-156-014-0000	MILLCREEK	PH 2	CONDO	Build B	U 114
16-33-156-015-0000	MILLCREEK	PH 2	CONDO	Build C	U 115
16-33-156-016-0000	MILLCREEK	PH 2	CONDO	Build C	U 116
16-33-156-017-0000	MILLCREEK	PH 2	CONDO	Build C	U 117
16-33-156-018-0000	MILLCREEK	PH 2	CONDO	Build C	U 118
16-33-156-019-0000	MILLCREEK	PH 2	CONDO	Build C	U 119
16-33-156-020-0000	MILLCREEK	PH 2	CONDO	Build C	U 120
16-33-156-021-0000	MILLCREEK	PH 2	CONDO	Build C	U 121
16-33-156-022-0000	MILLCREEK	PH 2	CONDO	Build D	U 122
16-33-156-023-0000	MILLCREEK	PH 2	CONDO	Build D	U 123
16-33-156-024-0000	MILLCREEK	PH 2	CONDO	Build D	U 124
16-33-156-025-0000	MILLCREEK	PH 2	CONDO	Build D	U 125
16-33-156-026-0000	MILLCREEK	PH 2	CONDO	Build D	U 126
16-33-156-027-0000	MILLCREEK	PH 2	CONDO	Build D	U 127
16-33-156-028-0000	MILLCREEK	PH 2	CONDO	Build D	U 128
16-33-156-029-0000	MILLCREEK	PH 2	CONDO	Build E	U 129
16-33-156-030-0000	MILLCREEK	PH 2	CONDO	Build E	U 130
16-33-156-031-0000	MILLCREEK	PH 2	CONDO	Build E	U 131
16-33-156-032-0000	MILLCREEK	PH 2	CONDO	Build E	U 132
16-33-156-033-0000	MILLCREEK	PH 2	CONDO	Build E	U 133
16-33-156-034-0000	MILLCREEK	PH 2	CONDO	Build E	U 134
16-33-156-035-0000	MILLCREEK	PH 2	CONDO	Build E	U 135
16-33-156-036-0000	MILLCREEK	PH 2	CONDO	Build F	U 136
16-33-156-037-0000	MILLCREEK	PH 2	CONDO	Build F	U 137
16-33-156-038-0000	MILLCREEK	PH 2	CONDO	Build F	U 138
16-33-156-039-0000	MILLCREEK	PH 2	CONDO	Build F	U 139
16-33-156-040-0000	MILLCREEK	PH 2	CONDO	Build F	U 140
16-33-156-041-0000	MILLCREEK	PH 2	CONDO	Build F	U 141
16-33-156-042-0000	MILLCREEK	PH 2	CONDO	Build F	U 142

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EXHIBIT "A"

DESCRIPTION OF PROPERTY IN MILLCREEK PROJECT

Parcel 1:

A parcel of land located in the Northwest one-quarter (1/4) of Section 33, Township 1 South Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point South 2363.71 feet; West 1670.20 feet and North 30°00'00" East 313.38 feet from the North one-quarter (1/4) corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 60°00'00" West 83.55 feet; thence South 30°00'00" West 6.00 feet; thence North 60°00'00" West 12.00 feet; thence North 30°00'00" East 6.00 feet; thence North 60°00'00" West 33.72 feet; thence West 114.55 feet; thence South 88.00 feet; thence West 111.50 feet; thence North 263.30 feet; thence North 89°50'00" West 83.11 feet thence South 181.96 feet; thence West 124.00 feet; thence North 244.36 feet; thence South 89°50'00" East 867.32 feet to the Westery right of way line of Highland Drive; thence along said Westery right of way line South 24°47'27" East 115.55 feet; thence leaving said Westery right of way line West 257.99 feet; thence South 30°00'00" West 225.34 feet to the point of beginning in Salt Lake County, Utah.

Containing 4.05 acres more or less.

Parcel 2:

BEGINNING at a point that is 2231.96 feet South and 2417.51 feet West from the North quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence West 476.25 feet; to the East right-of-way line of 1300 East, said right-of-way line being 40.00 feet east of and parallel to the centerline of 1300 East street; thence North 00°18'43" East 247.98 feet along said right-of-way line to the Southwest corner of Mill Creek Village Condominiums as recorded in the office of the Salt Lake County Recorder; thence North 89°48'00" East 317.90 feet along the South line of said Mill Creek Village Condominiums to the Southeast corner of said condominium, and to the centerline of the Big Cottonwood Lower Canal; thence North 36°12'30" West 30.38 feet, along the centerline of said canal and the easterly boundary line of said Mill Creek Village Condominium; thence North 72°28'00" East 142.85 feet; thence South 17°32'00" East 22.00 feet; to a point on a 15.00 foot radius curve (bearing to the center of curve bears South 17°32'00" East) thence 23.42 feet along the arc of said curve (chord bearing bears South 27°43'58" West); thence South 17°00'00" East 44.48 feet; to a point on a 15.00 foot radius curve (bearing to the center of curve bears North 73°00'00" East) thence 17.80 feet along the arc of said curve (chord bearing bears South 51°00'00" East); thence North 05°00'00" East 18.00 feet; thence South 85°00'00" East 27.00 feet; thence South 05°00'00" West 18.00 feet; thence South 85°00'00" East 78.52 feet; thence East 13.52 feet; thence South 99.35 feet; thence North 85°00'00" West 101.40 feet; thence South 30°00'00" West 66.75 feet; thence South 60°00'00" East 60.57 feet; thence South 30°00'00" West 41.64 feet to the point of beginning. Contains area of 133593.336 sq. ft. or 3.06688 acres. Basis of bearing is the centerline of 1300 East from the 3900 South monument to the 3300 South monument, which is North 00°18'43" East.

POOR COPY
CALIFORNIA RECORDER

BK 8794 PG 2298

EXHIBIT 8

DESCRIPTION OF PROPERTY IN ESPRIT HOMES PROJECT

BEGINNING at a point that is South 2334.94 feet and West 1665.85 feet from the North quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 30°00'00" East 254.380 feet; thence North 60°00'00" West 75.00 feet to a point of a 15.00 foot radius curve to the right (bearing to the center of curve bears South 30°00'00" West), thence southwesterly 23.562 feet along the arc of said curve; thence North 71°43'56" West 30.64 feet; thence West 81.95 feet; thence South 71°14'33" West 40.427 feet; thence West 99.32 feet; thence North 8.955 feet; thence West 51.738 feet; thence North 00°26'04" West 112.57 feet; thence North 89°58'58" East 70.59 feet; thence North 141.78 feet; thence North 89°50'00" West 17.686 feet; thence North 62.04 feet; thence North 89°50'00" West 264.073 feet; thence South 84°57'00" West 110.875 feet; thence South 72°28'00" West 400.800 feet; thence South 35°46'00" East 79.903 feet to the North line of the Millcreek Condominiums, Phase 2, a recorded condominium project, Entry No. 4638446, Book 88-6, Page 56, as found in the office of the Salt Lake County Recorders Office; thence along the North and East line of said Millcreek Condominium, Phase 2, the following three courses and distances; thence North 72°28'00" East 132.24 feet; thence South 17°32'00" East 22.00 feet; thence North 75°18'33" East 2.00 feet; thence South 17°00'00" East 54.76 feet; thence South 85°00'00" East 117.357 feet; thence South 118.243 feet along said Millcreek Condominiums, Phase 2; thence along said line the following 6 courses and distances; thence North 85°00'00" West 101.40 feet; thence South 30°00'00" West 66.745 feet; thence South 60°00'00" East 60.57 feet; thence South 30°00'00" West 41.635 feet; thence South 89°02'01" East 34.51 feet; thence South 35°46'00" East 132.68 feet; thence East 153.625 feet; thence North 00°18'19" East 5.26 feet; thence East 485.85 feet along the North line of the Highland Cove Condominiums, a recorded condominium project; Entry No. 3651595, Book 82-3, Page 25, as found in the Salt Lake County Recorder's Office, to the point of beginning.

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EXHIBIT "C"

DESCRIPTION OF ROADWAYS EASEMENTS IN ESPRIT HOMES PROJECT

Europa Drive:

The following is street center line description and is inclusive of 17.00 feet each side for the first call and inclusive of 11.00 feet each side of the following description:

Beginning at a point on the East right-of-way line of Highland Drive, said point begin South 2026.545 feet and West 2892.652 feet from the North quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South $89^{\circ}41'17''$ East 98.855 feet (inclusive of 17.0 feet each side); thence South $30^{\circ}00'00''$ East 33.456 feet (inclusive of 11.00 feet each side to end of description) to a point on a 95.205 foot radius curve to the left (bearing to the center of curve bears North $60^{\circ}00'00''$ East thru a central angle of $60^{\circ}01'48''$), thence southeasterly 99.749 feet along the arc of said curve; thence North $89^{\circ}58'12''$ East 41.00 feet to a point of a 279.812 foot radius curve to the right (bearing to the center of curve bears South $00^{\circ}01'48''$ East--thru a central angle of $30^{\circ}01'48''$), thence Southeasterly 146.550 feet along the arc of said curve; thence South $60^{\circ}00'00''$ East 128.659 feet to the terminus point and the West line of the New Esprit Homes of Millcreek Subdivision.

Solitaire Drive:

The following is street center line description and is inclusive of 11.00 feet each side of the following description:

Beginning at a point on the center line of Europa Drive, said point begin South 2106.36 feet and West 2614.510 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North $08^{\circ}00'00''$ East 50.427 feet to a point of a 41.00 foot radius curve to the right (bearing to the center of curve bears South $82^{\circ}00'00''$ East--thru a central angle of $42^{\circ}00'00''$), thence Northeastly 30.054 feet along the arc of said curve; thence North $50^{\circ}00'00''$ East 151.106 feet; thence North $72^{\circ}28'00''$ East 25.759 feet; thence South $72^{\circ}28'00''$ West 129.25 feet to the terminus point.

Foxboro Drive and Vineyard Ct.:

The following is street center line description and is inclusive of 17.00 feet each side of the following description:

Beginning at a point on the west line of Highland Drive, said point begin South 1820.511 feet and West 1159.708 feet from the North quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence West 243.788 feet; thence South $30^{\circ}00'00''$ West 292.29 feet; thence North $60^{\circ}00'00''$ West 75.00 feet; thence South $30^{\circ}00'00''$ West 37.02 feet to the terminus point and the North line of the New Esprit Homes of Millcreek Subdivision.

Esprit Homes at Millcreek - Street Description:

Beginning at a point on the East line of Vineyard Court, said point begin South 1624.112 feet and West 2082.631 feet from the North quarter corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South $30^{\circ}00'00''$ West 97.362 feet to a point on a 129.982 foot radius curve to the right (bearing to the center of curve bears North $60^{\circ}00'00''$ West--thru a central angle of $60^{\circ}00'00''$), thence Southwesterly 136.117 feet along the arc of said curve; thence West 232.845 feet to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears South--thru a central angle of $43^{\circ}20'59''$), thence Southwesterly 11.349 feet along the arc of said curve to a point of a 40.00 foot radius curve (bearing to the center of curve bears North $43^{\circ}20'59''$ West--thru a central angle of $207^{\circ}31'23''$), thence Northwesterly 144.88 feet to a point a 15.00 foot radius curve to the left (bearing to the center of curve bears North $15^{\circ}49'36''$ West--thru a central angle of $74^{\circ}10'24''$), thence Northeastly 19.419 feet along the arc of said curve; thence North 269.994 feet to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears West--thru a central angle of $89^{\circ}50'00''$), thence Northwesterly 23.518 feet along the arc of said curve; thence North $89^{\circ}50'00''$ West 101.921 feet to a point of a 145.563 foot radius curve to the left (bearing to the center of curve bears South $00^{\circ}10'00''$ West--thru a central angle of $17^{\circ}42'00''$), thence Southwesterly 44.968 feet along the arc of said curve; thence South $72^{\circ}28'00''$ West 54.917 feet to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears South $17^{\circ}32'00''$ East--thru a central angle of $72^{\circ}28'00''$), thence Southwesterly 18.972 feet along the arc of said curve; thence South 315.01 feet to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears East--thru a central angle of $58^{\circ}58'40''$), thence Southeastly 14.908 feet along the arc of said curve to a point of a 40.00 foot radius curve to the

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right (bearing to the center of curve bears South 33°03'20" West—thru a central angle of 238°44'00"), thence Southwesterly 166.669 feet along the arc of said curve to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears North 88°12'41" West—thru a central angle of 61°47'20"), thence Northwesterly 16.176 feet along the arc of said curve; thence North 60°00'00" West 75.589 feet; thence North 30°00'00" East 22.00 feet; thence South 60°00'00" East 16.014 feet; thence South 64°04'45" East 56.223 feet to a point of a 15.00 foot radius non-tangent curve to the left (bearing to the center of curve bears North 30°00'00" East—thru a central angle of 120°00'00"), thence Northeasterly 31.416 feet along the arc of said curve; thence North 296.387 feet along the arc of said curve to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears West—thru a central angle of 104°41'27"), thence Northwesterly 27.408 feet along the arc of said curve; thence South 75°18'33" West 125.138 feet; thence North 17°32'00" West 22.00 feet; thence North 75°18'33" East 82.853 feet; thence North 72°28'00" East 157.463 feet to a point of a 175.563 foot radius curve to the right (bearing to the center of curve bears South 17°32'00" East—thru a central angle of 17°42'00"), thence Northeasterly 54.236 feet along the arc of said curve; thence South 89°50'00" East 131.834 feet to a point of a 40.00 foot radius curve to the right (bearing to the center of curve bears South 00°03'45" West—thru a central angle of 146°52'55"), thence Southeasterly 102.543 feet along the arc of said curve to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears South 33°03'20" East—thru a central angle of 56°56'40"), thence Southwesterly 14.908 feet along the arc of said curve; thence South 261.719 feet to a point of a 15.00 foot radius curve to the left (bearing to the center of curve bears East—thru a central angle of 90°00'00"), thence Southeasterly 23.562 feet along the arc of said curve; thence East 225.400 feet to a point of a 99.982 foot radius curve to the left (bearing to the center of curve bears North—thru a central angle of 50°00'00"), thence Northeasterly 104.701 feet; thence North 30°00'00" East 91.132 feet; thence South 71°43'56" East 30.64 feet to the point of beginning.

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