

**WHEN RECORDED RETURN TO:**

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

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Book - 10517 Pg - 977-988  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 12 P.

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

This First Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes, a part of the Planned Solameer Properties Development (the "First Amendment"), is executed by Solameer Development Inc., a Utah corporation, of 273 N. East Capitol Street, Salt Lake City, UT 84103 (the "Declarant").

**RECITALS:**

A. The Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements and Bylaws for Solameer Townhomes, (a part of the planned Solameer Properties Development) was recorded in the office of the Salt Lake County Recorder's office on February 28, 2014 as Entry No. 11811782 in Book 10214 at Pages 5477-5558 of the official records, as amended by this First Amendment (collectively the "Townhomes Declaration").

B. The related Final Plat for the Townhomes phases of the Planned Solameer Properties Development have also been recorded in the Office of the County Recorder of Salt Lake County, Utah, to wit: Herriman Townes, Phase 2, Phase 3 and Phase 4 Plats (collectively "Townhomes Final Plat" or "Phases 2, 3 and 4" or "the Phases 2, 3 and 4 Properties") (individually, "Phase 2", "Phase 3" or "Phase 4").

C. Under Article III, Section 46 of the Townhomes Declaration, Declarant reserved the unilateral right to amend the Townhomes Declaration.

D. This First Amendment affects that certain real property located in Salt Lake County, Utah, known as the Phase 2, Phase 3 and Phase 4 Properties of the Planned Solameer Properties Development, described in the Townhomes Final Plat and with particularity on Exhibits A-2, A-3 and A-4, attached hereto and incorporated herein by this reference (collectively "Townhomes Property").

NOW, THEREFORE, for the reasons recited above, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby supplements and amends the Townhomes Declaration as follows:

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

1.1. **Apartments Association or Solameer Apartments Association** shall mean the Solameer Apartments Owners Association, Utah Division of Corporations file No. 8885889-0140, a Utah Non Profit Corporation, with members comprised of the owners of all 134 Lots intended for residential use, and Lot B, all as designated on the Phase 1 Final Plat, as that term is defined herein.

1.2. **Apartments Property** shall mean that certain real property located in Salt Lake County, Utah described with particularity on Exhibit A-1 attached hereto and incorporated herein by this reference.

1.3. **Board of Directors for the Apartments Association** shall mean the governing board of the Apartments Association.

1.4. **First Amendment to Townhomes Declaration** shall mean this First Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes, a part of the Planned Solameer Properties Development.

1.5. **Owner of Apartment Property** shall mean the owner of record of said property in the Office of the County Recorder of Salt Lake County, Utah.

1.6. **Owner of Recreational Amenities** shall mean the owner of record of said property in the Office of the County Recorder of Salt Lake County, Utah.

1.7. **Recreational Amenities** shall mean the pool, clubhouse, spa, play area and related facilities constructed on Lot B and which were part of the Declarant's original design scheme and as presently constituted.

1.8. **Recreational Amenities Assessment** shall mean the assessment charged by the owner of the Recreational Amenities or its designee to the Apartments Association and the Townhomes Association to pay for the cost of operating, maintaining, repairing, replacing and updating the Recreational Amenities for the mutual benefit of the Apartment Owners and the Townhome Owners.

1.9. **Solameer Townhomes or Townhomes** shall mean Townhomes and Townhomes Lots created by the subdividing of the Townhomes Property and the recording of the Townhomes Declaration.

1.10. **Townhomes Declaration** shall mean the Solameer Townhomes Declaration of Covenants, Conditions and Restrictions, and Reservation of

Easements, and Bylaws for Solameer Townhomes recorded in the office of the Salt Lake County Recorder on February 28, 28, 2014 as Entry No. 11811782 in Book 10214 at Pages 5477-5558 of the official records.

1.11 **Townhomes Final Plat** shall refer to the final plat maps for the Townhomes Property, to wit: Herriman Townes Phases 2, 3 and 4 recorded in the office of the Salt Lake County Recorder, and as described on Exhibits A-2, A-3 and A-4 hereof.

1.12 **Townhomes Association** shall refer to the association of Townhome Lot Owners at the Townhomes Property known as Solameer Townhomes Homeowners Association, a Utah nonprofit corporation.

1.13 **Townhomes Lots** shall mean those lots designated in the Townhomes Declaration and Townhomes Final Plat.

1.14 **Townhomes Property** shall mean that real property or interests in real property established or created by the Townhomes Declaration, including but not limited to any Townhomes Lots.

1.15 **Townhomes Lot Owners** shall mean the owner or owners of a Lot or Lots at Solameer Townhomes, as further described in the Townhomes Declaration.

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

## 2. **Grant of Cross or Reciprocal Use Easement.**

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

## 2.2 **Recreational Amenities Assessment.**

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

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

2.2.3 **Basis.** The Recreational Amenities Assessment shall be based upon advance estimates of cash requirements by the owner of the Recreational Amenities or its designee to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair, replacement and upgrade of the Recreational Amenities, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, premiums for all insurance which the owner of the Recreational Amenities or its designee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Recreational Amenities, reserves for maintenance, major repairs and replacement of those elements thereof that must be replaced on a periodic basis, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, and other expenses and liabilities which may be incurred for the benefit of the Project and the Townhome Owners and the Apartment Owners under and by reason of the governing documents.

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

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

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

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

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

2.2.9 **Recreational Amenities Assessment Cap.** Except as provided in 2.2.7 and 2.2.8 hereof, anything else to the contrary notwithstanding, without the express prior written consent of at least 67% of the ownership interest in the Apartments Association and the Townhomes Association, the annual assessment for the Recreational Amenities shall not increase by more than four percent (4%) each year or more than twelve percent (12%) in any 3 year period. The 2016 base line Recreational Amenities Assessment is \$28.75 per Lot or Unit per month.

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

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

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

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

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

3. **Easement.** Article III, Section 8(a) of the Townhomes Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(a) **Property Subject to the Easement.** Declarant hereby declares that the Townhomes Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to the easements and rights of way set forth below. Further, in the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such easements and said easements shall remain effective against and for the Property for the term hereof. This includes the right of the City and emergency and service vehicles to access said properties.

(b) **Recreational Amenities Property - Grant of Easement.** Declarant hereby reserves to itself and hereby grants to the Townhomes Association and the Townhomes Owners, their successors and assigns, a non-exclusive, perpetual, right-of-way and easement to use the established roads and walkways (excluding any residential Lot or Dwelling Unit) to access the Recreational Amenities. This grant is subject to the obligation of the Townhomes Association to pay the Recreational Amenities Assessment and related charges and the obligation of the Townhomes Owners to pay the Townhomes Association the respective share of the Recreational Amenities Assessment and abide by the governing documents.

4. **Recreation Amenities Association.** Article III, Section 12(l) of the Townhomes Declaration is hereby deleted in its entirety.

6. **Amenities Reciprocal Use Agreement/Assessments.** Because the Recreational Amenities Property and the Apartments Property are subject to the Apartments Declaration, as amended and supplemented, and as contemplated in Article III, Section 23 of the Townhomes

Declaration, the Townhomes Declaration, as amended by this First Amendment, the right to access and use the Recreational Amenities by the Townhomes Lot Owners is considered a Cross Easement or Reciprocal Use Agreement. The Assessments contemplated in Article III, Sections 34 and 35 of the Townhomes Declaration, as amended by this First Amendment, are deemed to include, without limitation, the Recreational Amenities Assessment.

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

8. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Townhomes Declaration, as supplemented and amended hereby, and this First Amendment, the latter shall in all respects govern and control.

9. **Amendment.** This First Amendment may not be amended, modified, changed or repealed without the prior express written consent of the owner of the Recreational Amenities and at least sixty-seven percent of the Apartment Owners and Townhome Owners.

10. **Effective Date.** The effective date of this First Amendment shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

SIGNATURES CONTAINED ON FOLLOWING PAGE.

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IN WITNESS WHEREOF, Declarant has executed this instrument the 20<sup>th</sup> day of December, 2016.

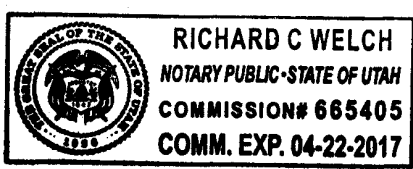
DECLARANT:

Solameer Development Inc., a Utah corporation

By: *Bryson D. Garbett*  
Bryson D. Garbett, President.

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

On the 20<sup>th</sup> day of December, 2016, before me personally appeared Bryson D. Garbett to me personally known, who by me being duly sworn, did say that they are the President of Solameer Development Inc., a Utah corporation, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



*Richard C. Welch*  
NOTARY PUBLIC



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

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

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

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF APARTMENTS PROPERTY**

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

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

Said property is also described by survey as follows:

Commencing at a point which lies North 00°20'50" East along the quarter section line, a distance of 53.00 feet and North 89°35'47" West, a distance of 13.21 feet and from the South quarter corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point lies on the Northerly right of way line of 13400 South Street; and traversing thence North 89°35'47" West, a distance of 537.91 feet along said Northerly right of way line; thence North 00°11'38" East, a distance of 228.86 feet; thence North 55°39'37" East, a distance of 102.86 feet; thence along an arc 26.90 feet to the right, having a radius of 62.50 feet, the chord of which is North 67°59'33" East, for a distance of 26.70 feet to a point of reverse curvature; thence along an arc 14.78 feet to the left, having a radius of 10.00 feet, the chord of which is North 37°58'37" East, for a distance of 13.47 feet to a point of compound curvature; thence along an arc 29.62 feet to the left, having a radius of 85.00 feet, the chord of which is North 14°21'18" West, for a distance of 29.48 feet; thence North 24°20'23" West, a distance of 2.20 feet; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 52°27'55" West, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 7.64 feet to the right, having a radius of 35.00 feet, the chord of which is North 74°20'23" West, for a distance of 7.62 feet to a point of reverse curvature; thence along an arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is South 83°47'09" West, for a distance of 9.43 feet; thence North 34°20'23" West, a distance of 30.00 feet; thence along a non-tangent arc 9.82 feet to the left, having a radius of 10.00 feet, the chord of which is North 27°32'05" East, for a distance of 9.43 feet to a point of reverse curvature; thence along an arc 11.35 feet to the right, having a radius of 35.00 feet, the chord of which is North 08°42'00" East, for a distance of 11.30 feet to a point of reverse curvature; thence along an arc 9.13 feet to the left, having a radius of 10.00 feet, the chord of which is North 08°10'29" West, for a distance of 8.82 feet; thence North 34°20'23" West, a distance of 76.01 feet; thence along an arc 11.19 feet to the left, having a radius of 382.50 feet, the chord of which is North 35°10'40" West, for a distance of 11.19 feet; thence along a non-tangent arc

15.89 feet to the left, having a radius of 25.00 feet, the chord of which is North 54°13'34" West for a distance of 15.63 feet; thence along an arc 196.95 feet to the left, having a radius of 795.00 feet, the chord of which is North 46°37'08" East, for a distance of 196.45 feet; thence North 39°31'18" East, a distance of 13.60 feet to a point which lies on the Southerly right of way line of Herriman Rose Boulevard; thence along said Southerly right of way line the following four (4) courses: (1) along a 15.00 foot radius curve to the right, a distance of 21.79 feet, the chord of which is North 81°07'49" East, for a distance of 19.92 feet to a point of reverse curvature, (2) along a 366.00 foot curve to the left, a distance of 207.89 feet, the chord of which is South 73°32'01" East, for a distance of 205.11 feet, (3) South 89°48'22" East, a distance of 159.86 feet, (4) along a 20.00 foot radius curve to the right, a distance of 31.42 feet, the chord of which is South 44°48'22" East, for a distance of 28.28 feet to a point which lies on the Westerly right of way line of 5195 West Street; thence along said Westerly right of way line the remaining courses: (1) South 00°11'38" West, a distance of 532.52 feet, (2) along a 20.00 foot radius curve to the right, a distance of 31.49 feet, the chord of which is South 45°17'56" West, for a distance of 28.34 feet to the point of beginning.

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

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

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

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

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

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

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

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

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

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