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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 14 P.

WHEN RECORDED RETURN TO:
Washington Trust Bank
Craig Anderson
191 South 500 East
American Fork, Utah 84003

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BELMONT DOWNTOWN CONDOMINIUMS

This Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Belmont Downtown Condominiums is made and executed by Washington Trust Bank, of 191 South 500 East, American Fork, Utah 84003 (the "Successor Declarant") and the Belmont Downtown Condominium Association, Inc., of 191 South 500 East, American Fork, Utah 84003 (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of The Belmont Downtown Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on December 27, 2007 as Entry No. 10310047 in Book 9552 at Pages 8330-8370 of the official records (the "Original Declaration").

B. The Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Belmont Downtown Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on April 1, 2008 as Entry No. 10388849 in Book 9589 at Pages 6239-6301 of the official records (the "Declaration").

C. The First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Belmont Downtown Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on June 4, 2008 as Entry No. 10444654 in Book 9613 at Pages 8218-8220 of the official records (the "First Amendment").

D. The original Declarant was Belmont Downtown Condominiums, LLC.

E. The Successor Declarant is Washington Trust Bank, a Washington corporation, of 191 South 500 East, American Fork, Utah 84003.

F. 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").

G. The Property is subject to the Declaration.

- H. The Project consists or when it is completed will consist of three (3) Buildings.
- I. Two (2) of the three (3) Buildings have been constructed.
- J. Each of the completed Buildings contains twelve (12) Units and the other Building to be constructed may contain up to twenty-four (24) Units.
- K. The third Building when it is constructed will contain twenty-four (24) additional Units.
- L. It is intended that the completed Project will consist of a total of forty-eight (48) Units.
- M. Pursuant to the Declaration, the Association is the managing agent of the Property and the owners of the Units at The Belmont Downtown Condominiums.
- N. The undersigned Successor Declarant and Association desire to amend the Declaration in the manner set forth below.
- O. Washington Trust Bank currently owns thirty-four (34) Units.
- P. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the undersigned hereby executes this Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Belmont Downtown Condominiums.

1. Article I, Section 1.6 entitled "Common Areas" is hereby amended to add the following language in italics:

1.6 "Common Areas" mean that part of the Project which is not specifically included within the Units, as may be designated in the Plat and supplements thereto, and all portions of the Project not specifically included within the individual Units and all Common Areas as defined in the Act, whether or not enumerated herein, as further described in Section 2.3 below, *subject to the right of the municipality, Successor Declarant and 75% of the Unit Owners to convert Unit No. 2 in Building No. B, The Belmont Downtown Condominiums, according to the official plat thereof on file in the office of the Salt Lake County Recorder (hereinafter referred to as "Unit No. 2"), from Common Area to private and separate ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., '57-8-1 et seq. (1963), as amended and supplement, anything to the contrary notwithstanding.*

2. Article II, Section 2.1 of the Declaration entitled "Description of the Condominium Buildings" is deleted in its entirety and the following language is substituted in lieu thereof:

2.1 Description of the Condominium Buildings. The Project consists or when it is completed will consist of three (3) Buildings and forty-eight (48) Units. Two (2) of the three (3) Buildings have been constructed. Building No. A-1 consists of three (3) stories and contains twelve (12) Units and Building No. A-2 consists of three (3) stories and contains twelve (12) Units. Building No. B when it is constructed will consist of three (3) stories and will contain twenty-four (24) additional Units. The Buildings also contain Common Areas as shown on the Plat, subject to the right of the Successor Declarant pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., '57-8-1 et seq. (1963), as amended and supplement to convert Unit No. 2 from Common Area to separate and private ownership. Therefore, when the project is complete, it is contemplated that there will be a total of forty-eight (48) units in three (3) buildings. The Buildings will be constructed principally of concrete foundations with exterior walls of stone, masonry and stucco veneer, rubberized roofing, interior walls of wood studs, plywood and dry wall plaster. The construction materials are subject to change. Each Building will be supplied with power, gas, water and sewer service. All Buildings and improvements, including reconstruction and additions, shall conform to the architectural drawings and plans approved by the City of Salt Lake for the construction of the Project. The Buildings and other improvements are depicted on the Plat.

3. The first sentence of Article II, Section 2.3 of the Declaration entitled "Description of Common Areas" is hereby modified to read as follows:

2.3 Description of Common Areas. The Common Areas shall include parking areas, landscaping, roadways, walkways, utility systems and entries . . . and all repairs and replacements of any of the foregoing.

4. Article II, Section 2.3 of the Declaration entitled "Description of Common Areas" is hereby amended to add the following language in italics:

2.3 Description of Common Areas. The Common Areas shall include parking areas, landscaping, roadways, walkways, utility systems and entries . . . and all repairs and replacements of any of the foregoing. *Anything to the contrary notwithstanding, the Common Area is subject to the reservation of the Successor Declarant and Association, subject to the approval of the City of Salt Lake and 75% of the Unit Owners to convert Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code*

Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., '57-8-1 et seq. (1963), as amended and supplement.

5. Article II, Section 2.5 of the Declaration entitled "Percentages of Undivided Interest in Common Area" is hereby amended to add the following language in italics:

2.5 Percentages of Undivided Interest in Common Areas and Right of Declarant to Adjust Ownership Interests in Association. The percentage of undivided interest in the Common Areas appurtenant to each Unit and its Owner for all purposes, including voting, is set forth in Exhibit "B". Each Unit shall have an equal undivided interest in the Common Areas regardless of the size or value of the Unit. Each deed of a Unit shall be deemed to irrevocably reserve to the Successor Declarant the power to appoint to Unit Owners, from time to time, a corresponding ownership interest in the Common Areas. The ownership interest of each Unit Owner in the Common Areas after the conversion of Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., '57-8-1 et seq. (1963), as amended and supplement and/or any expansion of the Project shall be an ownership interest in the Common Areas as the Project has been changed or expanded. A power coupled with an interest is hereby granted to the Successor Declarant, its successors and assigns, as attorney in fact to shift ownership interests in the Common Areas in accordance with any amendments or supplemental declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Successor Declarant. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the ownership interest in the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the ownership interest in the Common Areas can be accomplished.

Accordingly, upon the recordation of an Amendment to the Declaration or a Supplemental Declaration, including any modification to the Plat incident to the conversion of Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., '57-8-1 et seq. (1963), as amended and supplement or any expansion of the Project, the revised schedule of ownership interests in the Common Area shall automatically become effective for all purposes and shall fully supersede any previous schedule.

6. Article III, Section 3.2 of the Declaration entitled "Board of Directors" is deleted in its entirety and the following language is substituted in lieu thereof:

3.2 Board of Directors. Until such time as the responsibility for electing the Board of Directors of the Association is turned over to the Owners, the Successor Declarant shall have the exclusive right to appoint and remove all Directors of the Board of Directors. This exclusive right of the Successor Declarant to appoint and remove the Directors shall terminate after the first to occur of the following:

(A) Five (5) years from the date on which the first Unit in Building No. B in the Project is conveyed; or

(B) One hundred and twenty (120) days after seventy-five percent (75%) of the Units in Building No. B have been conveyed by Successor Declarant; or

(C) The Successor Declarant waives the right in an instrument duly recorded in the office of the Salt Lake County Recorder.

7. Article III, Section 3.5 of the Declaration entitled "Maintenance of Condominium Building Exteriors" is hereby amended to add the following language in italics:

3.5 Maintenance of Common Area and Building Exteriors. The Association shall maintain *the Common Area* and all Condominium Building Exteriors as follows: paint, repair, replacement, and care of roofs, gutters, down spouts, foundations, window wells, sump pumps, fences, exterior building surfaces, exterior door and other exterior improvements, as well as all trees, shrubs, grass, walks, and steps located on or around a Unit. Such exterior maintenance shall not include glass surfaces and window screens or patios included on any Unit. The Association shall have the right of entry to any Condominium or any Limited Common Area at any time to perform emergency repairs and at other reasonable times to do other work necessary for maintenance of the Condominium Building Exteriors and the Project. If the need for maintenance or repair of the *Common Area and Facilities or Building Exteriors* with respect to a Unit is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, guests, tenants, or invitees of the Owner(s) of the Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

8. Article V, Section 5.1 of the Declaration entitled "Agreement to Pay Assessments" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

5.1 Agreement to Pay Assessments. Each Owner of any Unit by the acceptance of instruments of conveyance and transfer therefore, whether or not it is so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Anything to the contrary notwithstanding, the Successor Declarant is not obligated to pay assessments on Units it owns unless a certificate of permanent occupancy has been issued by the City of Salt Lake for the Unit and the Unit has been rented; provided, however, the Successor Declarant is not obligated to pay assessments on its model Unit or Units. The assessments shall be fixed, established and collected from time to time as provided in this Article V.

9. Article V, Section 5.4 of the Declaration entitled "Uniform Rate of Assessment" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

5.4 Uniform Rate of Assessment. The amount of any annual or special assessment against each Unit shall be fixed at a uniform rate based on the Assessment Percentages allocated to each Unit, as set forth on Exhibit "B." Annual assessments may be collected on a monthly basis and special assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the special assessment.

10. Article V, Section 5.9 of the Declaration entitled "Reserves and Working Capital" is hereby amended to add the following new subsection:

(C) Successor Declarant. Successor Declarant is not responsible for any acts or omissions of the Declarant or the Association prior to the date hereof, including by way of illustration but not limitation any design or construction defects, budget shortfalls, collections, the lack of reserve funds and/or the failure to collect or transfer to the Association working capital funds, and Successor Declarant has no duty to audit or investigate the accounts or administration of Declarant or the Association (collectively, "Claims"). The Association hereby waives any and all such Claims against Successor Declarant and agrees to save, indemnify and hold it harmless therefrom. Successor Declarant hereby agrees to otherwise comply with the requirements of Section 5.9 of the Declaration and to establish and maintain for the Project a working capital fund equal to at least two (2) monthly installments of the annual assessment for each Unit in Building No. B: The contribution for each said Unit will be collected by Successor Declarant from the purchaser at the closing on the sale of the Unit in accordance with the terms and provisions set forth in Subsection (B) above.

11. Article X, Section 10.4 of the Declaration entitled "Exception for Declarant" is deleted in its entirety and the following language is substituted in lieu thereof:

10.4 Successor Declarant's Sales Program. Anything to the contrary notwithstanding, until Successor Declarant has sold all of the Units owned by it, or the expiration of five (5) years following the date on which the first Unit in Building B is sold by Successor Declarant, whichever first occurs, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Successor Declarant from any obligations of an Owner to pay assessments, except as herein otherwise provided.

(A) Neither the Association nor Owners shall interfere or attempt to interfere with the completion of improvements and sale and/or rental of Successor Declarant's Units.

(B) Successor Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale and/or rental of all Units owned by Successor Declarant:

(1) Sales Office and Model Units. Successor Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Units at any one time. Such office and/or models may be one or more of the Units owned by the Successor Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales and/or rental efforts, or any combination of the foregoing;

(2) Promotional. Successor Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property in accordance with city ordinances.

(3) Use of Common Area. Successor Declarant shall have the right to use the Common Areas of the Project in any way necessary or appropriate to facilitate sales and/or rentals.

(4) Relocation and Removal. Successor Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices. Within a reasonable period of time after the sale of Successor Declarant's last Unit, Successor Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales and/or rental efforts.

(5) Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) Building No. B has been completed and the Successor Declarant has sold and/or rented all of its Units, or (b) five (5) years after the date of the closing of the sale of the first Unit in Building No. B or (c) such time as Declarant chooses, neither the Association nor any Owner shall, without the express prior written consent of Successor Declarant, make any improvement to or alteration in any of the Common Areas, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant and/or Successor Declarant.

12. Article V, Section 10.5 of the Declaration entitled "Leases" is hereby amended as follows:

(a) The following sentence is hereby deleted from Section 10.5 of the Declaration in its entirety: "An Owner shall be responsible and liable for any damage to the Project caused by its tenant."

(b) Subsection 10.5(A) of the Declaration is hereby deleted in its entirety.

(c) The second sentence of Subsection 10.5(b) of the Declaration, as amended, which reads as follows is hereby deleted in its entirety because the provision is too vague, subjective and overly broad: "The Board of Directors shall not approve of a lease that would result in a violation of the provisions of any provision of this lease agreement."

(d) The first sentence of Subsection 10.5C of the Declaration, as amended, which reads as follows is hereby deleted in its entirety: "The Board of Directors or Manager may regulate rentals of the Units, to the extent provided in this Declaration and the Bylaws of the Association" and the following language is substituted in lieu thereof: "The Board of Directors may adopt reasonable Rental Rules and Regulations."

(e) Subsection 10.5G of the Declaration is hereby deleted in its entirety.

(f) Section 10.5 of the Declaration may not be amended without the express prior written consent of Successor Declarant.

13. Article XIII, Section 13.3 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

13.3. Amendment of this Declaration.

(A) General. Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the legal representative of the Owners. In such instrument the legal representative shall certify that the vote required by this section for amendment has occurred.

(B) Successor Declarant Right to Amend. The Successor Declarant, its successors and assigns, may unilaterally amend this Declaration to the extent the modification affects the Units in Building No. A-1, A-2 & B so long as it owns any of the Units in Building No. B.

(C) Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Successor Declarant, its successors and assigns, if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

(D) Successor Declarant's Right to Amend Unilaterally Prior to Termination of Successor Declarant's Right to Control. Prior to the expiration of the Period of Successor Declarant's Control of the Board of Directors, Successor Declarant, its successors or assigns, may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

(E) To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Successor Declarant, its successors and assigns, reserves the right and is hereby granted the right and power to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar

agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Successor Declarant, its successors or assigns, of a written Amendment duly signed by the Successor Declarant, its successors or assigns, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Successor Declarant for itself or its successors or assigns to retain control of the Project and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Successor Declarant, Successor Declarant, its successors or assigns, shall have the unilateral right to amend this Declaration to restore such control.

(F) Successor Declarant's Rights. No provision of this Declaration reserving or granting to Successor Declarant, its successors or assigns, the Developmental Rights shall be amended without the prior express written consent of Successor Declarant, its successors or assigns, which consent may be withheld, conditioned or delayed for any reason or for no reason at the sole and exclusive discretion of Successor Declarant, its successors or assigns.

14. Article XIII of the Declaration is hereby amended to add the following new Section:

13.11 Right of Successor Declarant and Association to Convert Unit No. 2 to Separate and Private Ownership. Anything to the contrary notwithstanding, the Successor Declarant and Association hereby reserve to themselves, their successors and assigns, and together with their successors and assigns are hereby granted the right, subject to the approval of the City of Salt Lake and 75% of the Unit Owners to convert Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., ' 10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., ' ' 57-8-1 et seq. (1963), as amended and supplement

15. Article XIII of the Declaration is hereby amended to add the following new Section.

The Successor Declarant hereby reserves to itself, its successors and assigns, and the Association hereby grants to Successor Declarant, its successors and assigns, the right, power and authority to obtain from the existing Unit Owners or their successors or assigns, from time to time, a written consent to convert Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., ' '57-8-1 et seq. (1963), as amended and supplement. A power coupled with an interest is hereby granted to the Successor Declarant, its successors and assigns, as attorney in fact, to obtain said consents in accordance herewith and each deed of a Unit in the Project shall be deemed a grant of such power to the Successor Declarant. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish the foregoing. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid consent may be obtained and the conversion of Unit No. 2 from Common Area to separate and private ownership can be accomplished.

Accordingly, upon the recordation of an Amendment to the Declaration or a Supplemental Declaration, including any modification to the Plat incident to the conversion of Unit No. 2 from Common Area to separate and private ownership pursuant to this Declaration, as amended and supplemented, Utah Code Ann., '10-9a-606 (2009), and Utah law, including the Utah Condominium Ownership Act, Utah Code Ann., ' '57-8-1 et seq. (1963), as amended and supplement or any expansion of the Project, the changed status of Unit No. 2 shall automatically become effective for all purposes and shall fully supersede any recitation.

17. Article XIII of the Declaration is hereby amended to add the following new Section.

13.12 Registered Agent. The Registered Agent of the Association is Washington Trust Bank and the office of the Registered Agent is 191 South 500 East, American Fork, Utah 84003.

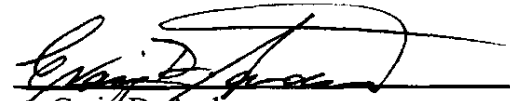
18. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

19. 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 hereunto set its hand this 30th day of November, 2010.

BELMONT DOWNTOWN CONDOMINIUM ASSOCIATION, INC.,
A Utah corporation

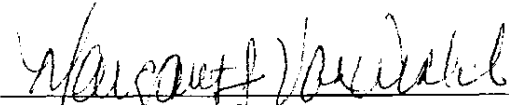
By: Washington Trust Bank

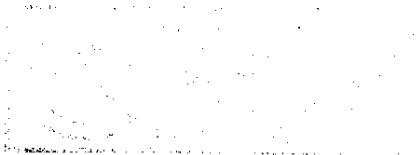
By: 
Name: Craig D. Anderson
Title: Vice President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF Utah ,


The foregoing instrument was acknowledged before me this 30th day November, 2010 by Washington Trust Bank, as President of BELMONT DOWNTOWN CONDOMINIUM ASSOCIATION, INC., by Craig D. Anderson, as the Vice President on behalf of said corporation.


NOTARY PUBLIC
My Commission Expires - 4-28-2012



IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 30th day of November, 2010.

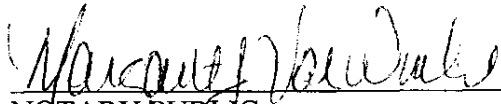
SUCCESSOR DECLARANT:
WASHINGTON TRUST BANK

By: 
Name: Craig D. Anderson
Title: Vice President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF Utah :

The foregoing instrument was acknowledged before me this 30th day November, 2010 by Craig D. Anderson, as Vice President of WASHINGTON TRUST BANK, and said Craig D. Anderson duly acknowledged to me that said WASHINGTON TRUST BANK executed the same.


NOTARY PUBLIC
my Commission Expires 4-28-2012

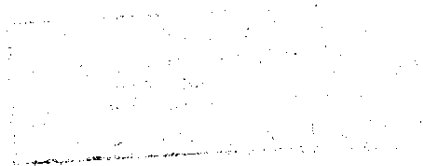


EXHIBIT "A"
LEGAL DESCRIPTION

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

Unit No. A1-1 through A1-12, A2-1 through A2-12 and B-1 through B-24, contained within the BELMONT DOWNTOWN CONDOMINIUMS, L..L.C. , as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 10310046, in Book 2007P, at Page 484, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the BELMONT DOWNTOWN CONDOMINIUMS, LLC, recorded in Salt Lake County, Utah, on December 27, 2007, as Entry No. 10310047, in Book 9552, at Page 8330, of the official records, and all amendments thereto.

TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The nonexclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

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