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Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 55 P.

WHEN RECORDED RETURN TO:

A.J. Green
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**AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
ARCADIA GREEN TOWNHOMES**

On April 4, 1995, the Condominium Declaration for Arcadia Green Townhomes (the "Original Declaration") was recorded with the Salt Lake County Recorder as Entry No. 6054325 in Book No. 7127 at Pages 2940 through 3008. On May 20, 1995, an Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 6088956 in Book 7158 at Pages 0260 through 0263 ("First Amendment"). On March 7, 1996, a Second Amendment to the Declaration was recorded with the Salt Lake County Recorder as Entry No. 6297924 in Book 7346 at pages 1828 through 1856 ("Second Amendment"). The Second Amendment amended and restated the Original Declaration in its entirety, and thereby superseded, the Original Declaration. On May 12, 1999, a Third Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 7352434 in Book 8276 at pages 7412 through 7415 ("Third Amendment"). On February 18, 2009, a Fourth Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 10626038 in Book 9687 at pages 6669 through 6671 ("Superseded Fourth Amendment"). On April 19, 2013, a Replacement Fourth Amendment to Condominium Declaration was recorded with the Salt Lake County Recorder as Entry No. 11621822 in Book 10129 at pages 1445 through 1451 ("Replacement Fourth Amendment"). This Amended and Restated Condominium Declaration (the "Declaration") is intended to and does hereby amend, restate and replace the Original Declaration, as amended, in its entirety.

The Arcadia Green Townhomes Owners Association, Inc., a Utah nonprofit corporation (the "Association" also referred to herein as the "Declarant"), desires to exercise its right pursuant to Section 16.02 of the Original Declaration, as amended, and in accordance with Utah Code Ann. § 57-8-13.2, to amend the Original Declaration, as amended, and to restate it in its entirety.

NOW, THEREFORE, the Association declares and certifies as follows:

RECITALS

A. The Arcadia Green Townhomes project (the “Project”), which was subject to the aforementioned Original Declaration, as amended, and is now subject to this Declaration, comprises the real property (including individual units, common areas and limited common areas) located in Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Project includes multifamily residential condominiums that are hereby subjected to the Utah condominium Ownership Act, Utah Code Annotated sections 57-8-1 through 57-8-57.

C. The Association deems it necessary and desirable to subject the Project to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

DECLARATION

NOW THEREFORE, in consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I

DECLARATION

Declarant hereby submits the Property (as such term is defined below) to the provisions of the Act (as such term is defined below), and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, assessments, charges and liens, which shall run with the Property and bind all parties having any right, title or interest in the Property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

ARTICLE II

DEFINITIONS

2.01 Basic Definitions. For purposes of this Declaration, the following terms shall have the meanings indicated:

(a) “Act” means the Utah Condominium Ownership Act, Utah Code Annotated sections 57-8-1 through 57-8-57, as it may be amended from time to time.

(b) “Articles” means the Articles of Incorporation of the Association, as the same may be amended from time to time.

(c) “Assessment” means a General Assessment, a Special Assessment or a Default Assessment levied pursuant to Article VII below.

(d) "Assessment Lien" means the statutory lien of the Association on a Unit described in Section 7.09 below.

(e) "Association" means Arcadia Green Townhomes Owners Association, Inc., a Utah nonprofit corporation, and its successors and assigns.

(f) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as they may be amended from time to time.

(g) "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.

(h) "Common Areas" means all of the Property, together with all improvements located thereon; provided, the Common Areas shall not include any Unit.

(i) "Common Expenses" means (i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, maintaining, repairing, altering and improving the Common Areas; (B) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (C) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto (D) regulating and managing the Project; and (E) operating the Association; and (ii) reserves for any such costs, expenses, liabilities and replacement of improvements to Common Areas and Limited Common Areas.

(j) "Declarant" means Arcadia Green Townhomes L.C., a Utah limited liability company, and its successors and assigns.

(k) [Reserved].

(l) "Declaration" means this Condominium Declaration for Arcadia Green Townhomes, as it may be amended from time to time.

(m) "Default Assessment" has the meaning given to such term in Section 7.07 below.

(n) "Director" means a duly elected or appointed member of the Management Committee.

(o) "Eligible Holder" means a Person who holds, insures or guarantees a First Mortgage and has delivered a written notice to the Association, containing such Person's name and address and the legal description and address of the Unit encumbered by the First Mortgage held, insured or guaranteed by such Person.

(p) "First Mortgage" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(q) "First Mortgagee" means any Person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

(r) "General Assessment" means an assessment levied against a Unit pursuant to Section 7.05 below.

(s) "Limited Common Areas" means the areas of the Property which are reserved for use exclusively in connection with a designated Unit or Units, as depicted on the Map. The designation on the Map of certain of the parking spaces as "Common Areas" within the Project, including one (1) parking space adjacent to each of Units 6, 7, 13, 19, and 31, is hereby amended such that the designation of such parking spaces hereafter shall be, to the extent permitted by applicable law, as "Limited Common Areas." As Limited Common Areas, such parking spaces are hereby reserved, to the extent permitted by applicable law, for use exclusively in connection with the applicable Unit referred to in the previous sentence.

(t) "Management Committee" means the Board of Directors of the Association which is also known as the Board of Trustees and/or the Executive Board.

(u) "Map" means the Record of Survey Map of Arcadia Green Townhomes attached as Exhibit B hereto and made a part hereof, as the same may be amended from time to time.

(v) "Membership" means a membership in the Association and the rights granted to Owners pursuant to this Declaration, the Articles and the Bylaws to participate in the Association.

(w) "Modification Review Board" means the committee established by the Management Committee to regulate the modification of improvements to the Units.

(x) "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

(y) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

(z) "Owner" means the record holder of legal title to the fee simple interest in any Unit or portion thereof. If there is more than one record holder of legal title to a Unit, each record holder shall be an Owner.

(aa) "Person" means any natural person, corporation, partnership, limited liability company, association, trustee or any other entity recognized as being capable of owning real property under the laws of the State of Utah.

(bb) "Project" means the condominium project created on the Property by this Declaration, consisting of the Units, the Common Areas and Limited Common Areas.

(cc) "Property" means (i) the real property located in the County of Salt Lake, State of Utah, that is described on Exhibit A attached hereto and made a part hereof, and (ii) any additional property that is later made subject to this Declaration in accordance with the terms and conditions hereof.

(dd) "Purchaser" means a Person, other than Declarant or a Successor Declarant, who by means of a transfer, acquires legal title to the fee simple interest in any Unit or portion thereof.

(ee) "Reinvestment Fee" shall mean the charge which may be levied and assessed by the Association in the event of a transfer of a Unit pursuant to Section 7.011, hereof. The Reinvestment Fee assessed, shall be in compliance with Utah Code Ann. § 57-1-46, as may be amended or replaced.

(ff) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Project, as the same may be amended from time to time.

(gg) "Shares of Common Expenses" means the share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 7.02 below.

(hh) "Special Assessment" has the meaning given to such term in Section 7.06 below.

(ii) "Special Declarant Rights" means the rights reserved by Declarant for itself, its successors and assigns in this Declaration.

(jj) "Successor Declarant" means any Person who succeeds to any rights of Declarant hereunder.

(kk) "Unit" means an individual residential dwelling within the Project designated as a Unit on the Map and shall include, with respect to each such dwelling: (i) all footings, pilings, foundations and other support structures; (ii) all floors and floor joists; (iii) all exterior walls, including, without limitation all exterior doors, exterior windows and exterior wall coverings; (iv) where applicable, the portion of all interior demising walls on the Unit side of a vertical plane through the center of each such demising wall; (v) all roof components below the trusses and including the trusses (the waferboard, roofing materials and shingles positioned above the trusses and all rain gutters and fascia materials are Common Area and shall be maintained by the Association), (vi) all porches, exterior fixtures, chimneys, decks and other similar items attached to the exterior of the dwelling which are intended for the exclusive benefit of the dwelling; (vii) all improvements and fixtures within the space bounded by the outside surfaces of the dwelling; and (viii) all heating, ventilation and air conditioning equipment and all other utility equipment which exclusively serves the dwelling (except underground pipelines, ducts and wires to the extent not located under the dwelling).

2.02 Gender and Number.

Wherever the context of this Declaration so requires, (a) words used in the masculine gender shall include the feminine and neuter genders; (b) words used in the neuter gender shall include the masculine and feminine genders; (c) words used in the singular shall include the plural; and (d) words used in the plural shall include the singular.

ARTICLE III

UNITS AND COMMON AREAS

3.01 Units.

(a) Declarant hereby designates 48 Units which are constructed within the Project, the boundaries and identifying numbers of which are shown on the Map.

(b) [Reserved.]

(c) All Units shall be capable of being independently owned, encumbered and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Association Documents.

3.02 [Reserved.]

3.03 Description of Units. The Project consists of 48 Units identified as Units 1 through 48 of the Arcadia Green Townhomes Condominiums. Each Unit has substantially an identical floor plan consisting of 1158 square feet of living space exclusive of the single car garage. Each Unit consists of two stories. The main level is comprised of an entry area, bathroom, kitchen, living room, dining area, utility room and accompanying closet, pantry and storage areas as indicated in the "Unit Floor Plan" which is attached hereto as Exhibit C. The upper level is comprised of a master bedroom, master bathroom, two additional bedrooms, a second bathroom, a furnace room and accompanying closet, and storage areas as indicated in the Unit Floor Plan. The Units are wood framed with vinyl siding, the roofing material is fiberglass-asphalt shingle, and the other significant building material is identified in the construction plans which may be viewed at the business office of the Declarant.

3.04 Separation Taxation of Units. Pursuant to Section 57-8-27 of the Act, each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.05 Description of Common Areas. The Common Areas shall consist of the lawn landscaped areas, parking areas, and any other improvement placed on the land surrounding the Units as indicated on the Map attached hereto as Exhibit B.

3.06 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, which percentage shall correspond to the Share of Common Expenses for such Unit as determined under Section 7.02(a) of this Declaration. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in

Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Association Documents. The minimum number of Units for the Project will be 18 which will give each Unit Owner the maximum percentage of interest in the Common Areas of 5.555%. The maximum number of Units that can be in the Project is 48 Units which will give each Unit Owner the minimum percentage of interest in the Common Areas of 2.083%.

3.07 Limited Common Areas. Notwithstanding anything in the Association Documents to the contrary, only the Owner or Owners of the Units to which any Limited Common Areas relate, as designated on the Map, may use such Limited Common Areas, it being intended the Limited Common Areas shall not be available for the use of any other Owner or Owners.

ARTICLE IV

THE ASSOCIATION

4.01 Formation of the Association. The Association was formed on or before the date of the Original Declaration.

4.02 Purposes and Powers.

(a) The Association's purposes are (i) to manage, operate, construct, improve, alter and maintain the Common Areas and Limited Common Areas; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; and (iv) to regulate and manage the Project.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes, and (ii) exercise all powers that may be exercised in Utah by nonprofit corporations.

4.03 Association Documents.

(a) The obligations, burdens and benefits created by this Declaration touch and concern the Property and are, and shall be, covenants running with each Unit for the benefit of all other Units and the Common Areas. The Association and each Owner shall comply with and benefit from each term, provision, covenant, condition, restriction, reservation and easement contained in the Association Documents.

(b) In the event that there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. In the event that there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. In the event of any conflict or inconsistency between the terms and

conditions to the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

4.04 Books and Records.

Upon request, the Association shall allow Owners, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

4.05 Personal Liability and Indemnification.

(a) To the full extent permitted by applicable law, no Director or officer, who was appointed by Declarant, shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such Director or officer, unless a court of competent jurisdiction finds that such Director or officer breached a fiduciary duty that such Director or officer owed to the Association or an Owner.

(b) To the full extent permitted by applicable law, no Director or officer of the Association, who was not appointed by Declarant, and no employee, agent or committee member of the Association shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or incurred by reason of any act or omission of such Director or officer, employee, agent or committee member, unless a court of competent jurisdiction finds that the act or omission of such Director or officer, employee, agent or committee member was wanton and willful.

(c) The Association shall indemnify and hold harmless each present or former Director or officer, employee, agent or committee member against any and all claims, suits, proceedings, injuries, damages, losses, certificate of service and expenses, including, but not limited to, attorneys' fees and disbursements, asserted against or incurred by any such present or former Director or officer, employee, agent or committee member to the fullest extent permitted by the Association Documents; provided, however, that in no event shall the Association indemnify or hold harmless any such Director or officer, employee, agent or committee member to the extent that he or she is personally liable for an act or omission under paragraphs 4.05(a) or (b) above.

ARTICLE V

MEMBERSHIP IN THE ASSOCIATION

5.01 Membership.

(a) There shall be one Membership appurtenant to every Unit. A Membership may not be separated from the ownership of the Unit to which it is appurtenant.

(b) Any Membership appurtenant to a Unit having more than one Owner shall be shared by such Owners.

(c) A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Unit to which the Membership is appurtenant. Any transfer or encumbrance of a Membership other than as permitted in this paragraph 5.01(c) shall be void and have no force or effect.

5.02 Voting.

(d) Each Membership shall be entitled to one vote, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a Unit cannot agree among themselves as to how to cast their vote when they are required to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made to the chairperson of the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such votes shall be counted and all of such votes shall be deemed null and void.

(e) In any election of Directors to the Management Committee, every Membership shall have the number of votes equal to the number of Directors to be elected to the Management Committee by such election. Cumulative voting shall not be allowed in the election of Directors to the Management Committee or for any other purpose.

(f) Notwithstanding the terms and conditions of paragraph 5.03(a) above, the Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

ARTICLE VI

MANAGEMENT COMMITTEE

6.01 Powers of the Management Committee.

(a) Except as provided in this Declaration, the Articles and the Bylaws, the Management Committee may act on behalf of the Association in all instances.

(b) The Management Committee may not act on behalf of the Association to (i) amend this Declaration; (ii) terminate the Project; (iii) elect Directors to the Management Committee, other than to fill a vacancy for the unexpired portion of a Director's term; or (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

6.02 [Reserved].

6.03 Removal of Members of the Management Committee.

Notwithstanding any provision of this Declaration or any other Association Document to the contrary, the Owners, by a vote of at least 67 percent of all Memberships represented (in person or by proxy) and entitled to vote at any meeting at which a quorum is present, may remove any Director, with or without cause, other than a Director appointed by Declarant.

6.04 Professional Management of the Project.

The Management Committee shall enter service and management agreements for the professional management of the Project. The term of such service or management contracts may not exceed three years. In addition, any such service or management contract must provide for termination by either party without cause and without payment of a termination fee on 30 days or less written notice. As set forth below in Section 17.03(a)(i), the Owners, by a vote of at least 67 percent of all Memberships represented (in person or by proxy) and entitled to vote at any meeting at which a quorum is present, may terminate the professional management of the Project and instead proceed with self-management.

ARTICLE VII

ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01 Obligations for Assessments.

(a) Declarant, for each Unit it owns, hereby covenants and agrees, and each Owner, by accepting a deed to a Lot (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all (i) initial assessments, if any; (ii) General Assessments; (iii) Special Assessments; (iv) Default Assessments; and (v) other charges that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Declaration or any other Association Document.

(b) No Owner shall be exempt from liability for any such Assessment or other charge by waiving the use or enjoyment of the Common Areas, or any portion thereof, or by abandoning a Unit against which such Assessments or other charges are made.

(c) Except as provided in this paragraph 7.01(c) and paragraph 7.09(a) below, the obligation to pay to the Association any Assessment or other charges levied against any Unit shall be a joint and several obligation of the Owner or Owners of such Unit and such Owner's or Owners' successors, assigns, heirs, devisees and personal representatives. A Person acquiring fee simple title to a Unit shall be jointly and severally liable with the former Owner of the Unit for all Assessments and other charges that had accrued and were payable when such Person acquired fee simple title to the Unit, for so long as such Person holds fee simple title to the Unit.

(d) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other charge, including reasonable attorneys' fees and disbursements, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.02 Shares of Common Expenses.

(e) Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated equally among all Units that have been created prior to the date on which the Common Expenses were incurred. Accordingly, the formula for calculating the percentage of Common Expenses allocated to each Lot shall be:

$$\begin{array}{l} \text{Share of} \\ \text{Common Expenses} \end{array} = \frac{1 \times 100}{\begin{array}{l} \text{Number of Units created prior} \\ \text{to the date on which the} \\ \text{Common Expenses were incurred} \end{array}}$$

(f) The Shares of Common Expenses allocated to the 48 Units within the Project are set forth on Exhibit D hereto and made a part hereof.

(g) If any Units are added to or withdrawn from the Project, the Shares of Common Expenses for all Units within the Project after such addition or withdrawal shall be recalculated in accordance with the formula set forth in paragraph 7.02(a) above.

(h) [Reserved].

7.03 Budgets.

(i) Prior to the first levy of a General Assessment, and, thereafter, on or before September 1 of each calendar year, the Management Committee shall adopt a proposed annual budget for the Association for the following calendar year, which proposed budget shall, among other things, set forth (i) the Management Committee's estimates of Common Expenses for the next calendar year; (ii) the amount of funds for such Common Expenses that the Management Committee proposes to raise through General Assessments; and (iii) the amount of funds for such Common Expenses that the Management Committee proposes to raise through Special Assessments. Within thirty days after adopting a proposed budget, the Management Committee shall deliver a summary of the proposed budget to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed budget. The date of such meeting shall not be less than fourteen days, nor more than sixty days, after the delivery of the summary of the proposed budget to the Owners. Unless at that meeting a majority of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed budget, the proposed budget shall be deemed ratified. In the event that the proposed budget is rejected, the annual budget last ratified by the owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent budget proposed by the Management Committee.

(j) If the Management Committee deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under paragraph 7.03(a) above, the Management Committee may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than

fourteen days, nor more than sixty days, after the delivery of the summary of the proposed amendment. Unless at that meeting a majority of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed amendment, the proposed amendment shall be deemed ratified.

7.04 [Reserved.]

7.05 General Assessments.

(k) After the Owners ratify an annual budget under paragraph 7.03(a) above, the Association shall levy an assessment for Common Expenses (a "General Assessment") on each Unit. The amount of the General Assessment to be levied against a Unit shall equal the product obtained by multiplying (i) the amount set forth in the annual budget ratified by the Owners as the amount of Common Expenses to be raised by General Assessments, by (ii) that Unit's Share of Common Expenses. The Owners shall pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(l) If the Owners ratify an amendment to the General Assessment portion of an annual budget pursuant to paragraph 7.03(b) above, the amount of the General Assessment levied against each Unit shall be adjusted accordingly, as shall the amount of each Owner's periodic installments.

(m) If the Owners fail to ratify an annual budget for any calendar year prior to January 1 of that calendar year, the Owners shall continue to pay periodic installments of the General Assessment to the Association at the rate payable during the prior calendar year until such time as the Owners ratify a new annual budget for the then current calendar year. Once the Owners ratify a new annual budget, the Association shall levy on each Unit the General Assessment for the then current calendar year and each Owner's periodic installments shall be adjusted as necessary to pay the new General Assessment in equal periodic installments over the remainder of such calendar year, giving the Owners credit for any installments that the Owners have previously paid to the Association during such calendar year.

(n) The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of the Owners' liability for the Share of Common Expenses allocated to such Owner's Unit.

7.06 Special Assessments.

(o) The Assessments that the Association may levy pursuant to this Section 7.06 are referred to in this Declaration as "Special Assessments."

(p) Notwithstanding anything to the contrary contained in Section 7.05 above, if any Common Expense benefits fewer than all of the Units, the Association may levy an Assessment for such Common Expense exclusively against the Units benefitted thereby, equally or in any other equitable proportions as the Association deems appropriate.

(q) Each Special Assessment levied against any Unit shall be shown on an annual budget, or on an amendment to an annual budget, ratified by the Owners in accordance with Section 7.03 above, and shall be paid as and when required by the Association.

7.07 Default Assessments.

(r) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by (i) the negligence or misconduct of an Owner or an Owner's family member, employee, agent, lessee or guest, or (ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's family member, employee, agent, lessee or guest, the Association may levy an Assessment against such Owner's Unit for the amount of such Common Expense. Any such Assessment levied by the Association, and each fine, penalty, fee or other charge imposed upon an Owner for the violation of any covenant or condition of any Association Document by an Owner or an Owner's family member, employee, agent or guest, are each referred to herein as a "Default Assessment."

(s) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget. Default Assessments need not be ratified by the Owners in accordance with Section 7.03 above.

(t) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Units against which Default Assessments have been levied shall pay such Default Assessments when required by the Association.

7.08 Assignment of Assessments.

The Association shall have the unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise.

7.09 Assessment Lien.

(u) Pursuant to Section 57-8-44 of the Act, the Association shall have a statutory lien on each Unit for any Assessment levied against that Unit and any fees, charges, and costs associated with collecting an unpaid Assessment, including court costs and reasonable attorney fees, late charges, interest at the rate set forth herein in Section 18.03, and any other amount that the Association is entitled to recover under this Declaration, the Act, or an administrative or judicial decision; and a fine that the Association imposes against an Owner in accordance with Utah Code Ann. § 57-8-37, if: (A) the time for appeal described in Utah Code Ann. § 57-8-37(5) has expired and the Owner did not file an appeal; or (B) the Owner timely filed an appeal under Utah Code Ann. § 57-8-37(5) and the district court issued a final order upholding a fine imposed under Subsection 57-8-37(1). The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(v) An Assessment Lien is prior to all other liens and encumbrances on a Unit except:

(i) tax and special assessment on the Unit in favor of any assessing unit or special improvement district; and

(ii) liens and encumbrances recorded prior to the recordation of a notice of the Assessment Lien which by law would be prior to subsequently recorded encumbrances.

(w) This Section 7.09 does not prohibit (i) actions or suits to recover sums secured by an Assessment Lien, or (ii) the Association from taking a deed in lieu of foreclosure.

(x) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums due to the Owner with respect to the Unit. A court may order the receiver to pay any sums collected by the receiver to the Association during the pendency of the action to the extent of the Association's Assessments.

(y) An Assessment Lien may be enforced by sale or foreclosure of the applicable Unit by the Association or Executive Committee, which sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages.

7.010 Estoppel Certificates; Notices to Mortgagees.

(z) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee, upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen calendar days after the Association's receipt of the request and shall be binding on the Association, the Management Committee and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, then the Association shall have no right to assert an Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

(aa) The Association shall report to any Mortgagee any unpaid Assessments remaining unpaid for more than sixty days after the same shall have become due, if such Mortgagee first shall have delivered to the Association a written request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment with respect to such Unit, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as a lien of the Mortgagee held by such Mortgagee.

7.011 Reinvestment Fees. Subject to the terms and conditions of Section 7.011(b) below, the Management Committee shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section

7.011. The Reinvestment Fee as of the date of this Declaration shall be \$250.00. The following terms and conditions shall govern Reinvestment Fees.

(bb) Upon the occurrence of any sale, transfer or conveyance (as applicable, a "Transfer") of any Unit, but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, if applicable, the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Management Committee from time to time, provided that in no event shall the Reinvestment Fee exceed the lesser of (a) \$250.00 total (as adjusted from time to time in the Management Committee's reasonable judgment for inflation), (b) 0.5% of the value of the applicable Unit, or (c) the maximum rate permitted by applicable law.

(cc) Notwithstanding anything to the contrary contained in this Section 7.011, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

(iii) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

(iv) Any Transfer to the Association or its successors.

(v) Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives, but only if the consideration for the Transfer is no greater than 10 percent of the value of the Unit transferred.

(vi) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a site by the estate of an Owner.

(vii) Any Transfer made by a Person owning a Unit or portion thereof to a legal entity or trust owned or controlled by Transferee.

(viii) Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights of way or licenses, and any exchange of Lots or Parcels between Declarant and any original purchaser from Declarant of the one or more Lots or Parcels being Transferred to Declarant in such exchange.

(ix) Any lease of any Unit or portion thereof for a period of less than thirty years.

(x) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

(xi) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure.

(dd) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee.

ARTICLE VIII

MAINTENANCE OF COMMON AREAS AND UNITS

8.01 Maintenance of Common Areas.

(a) Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, all Limited Common Areas and the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. In this regard the Association may:

(i) construct, modify, add to, replace or renovate any improvements that are located on, or constitute a part of, any Common Areas;

(ii) plant and replace trees, shrubs and other vegetation on any Common Areas;

(iii) place, maintain and replace signs upon any Common Areas;

(iv) adopt and enforce Rules and Regulations regulating the use of Common Areas;

(v) impose and collect fees for the use of any Common Areas; and

(vi) take any other actions that the Association deems necessary or advisable to protect and maintain the Common Areas.

(b) The Management Committee shall be the sole judge as the appropriate maintenance, operation and management of the Common Areas.

(c) [Reserved].

8.02 Maintenance of Units.

(d) Each Owner, at such Owner's sole cost and expense, shall maintain such Owner's Unit and the improvements constituting a part thereof, in good order and repair.

(e) If, in the reasonable judgment of the Association, an Owner fails to maintain the Owner's Unit, or the exterior of any improvements constituting a part thereof, in good order and repair, and such failure remains uncured for more than thirty days after the Association's delivery of written notice thereof to such Owner, the Association may enter upon such Unit and perform such maintenance or repair as the Association deems necessary or advisable and charge all costs and expenses incurred by the Association in connection therewith to such Owner as a Default Assessment.

ARTICLE IX

INITIAL CONSTRUCTION OF UNITS AND COMMON AREAS

9.01 Declarant's Construction Rights. Declarant shall have the sole and exclusive right to construct all Units, construct and install all initial Improvements to the Common Areas and construct and install all additions, modifications and changes to the exterior of the Units and to the Common Areas, except as follows: (i) Additions, modifications or changes to any Unit after the initial construction of the Unit has been completed may be constructed or installed by a Person other than Declarant upon the approval of the Modification Review Board; (ii) additions, modifications or changes to the improvements on the Common Areas may be constructed or installed by the Association with the prior approval of the Declarant pursuant to Section 8.01(c). Declarant's rights under this Section 9.01 shall terminate five years from the date this Declaration is executed or such earlier time as may be set forth in the Act.

9.02 Nature of Improvements. Improvements shall include landscaping, sprinkler systems, Limited Common Area fences, playground equipment and such other improvements as may be identified in the Map attached as Exhibit B hereto or as may otherwise be deemed by the Management Committee to be appropriate and consistent with this Declaration.

ARTICLE X

MODIFICATION REVIEW

10.01 Modification Review Board.

(a) The Management Committee shall establish a Modification Review Board which shall consist of such odd number of regular members and alternate members as the Management Committee may designate. The members of the Modification Review Board shall be appointed by the Management Committee. The regular term of office for each member shall be one year. Any such member may be removed with or without cause by the Management Committee at any time by written notice. A successor appointed to fill any vacancy on the Modification Review Board shall serve the remainder of the term of the former member.

(b) The Modification Review Board shall select its own chairman and vice-chairman from among its members. The chairman or, in the chairman's absence, the vice-chairman shall be the presiding officer of its meetings. In the absence of both the chairman and the vice-chairman from a meeting, the members present shall appoint a member to serve as acting chairman at such meeting. Meetings shall be held upon call of the chairman or vice-chairman at the offices of the Association. A majority of members shall constitute a quorum for the transaction of business.

(c) The Modification Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers or other professionals to advise and assist the Modification Review Board in performing the modification review functions prescribed in this Article X.

10.02 Modification Review Board Approval and Control.

(d) No Owner may (i) make any material alteration to exterior surfaces of existing buildings or improvements constituting a part of his Unit, or (ii) construct any additional building or improvement of any Improved Unit, without the prior written consent of the Modification Review Board. The approval of any requested alternative shall be at the sole discretion of the Modification Review Board. In determining whether to approve any requested modification, the Modification Review Board shall consider such matters as: (i) the compatibility of the modification with the overall design and appearance of the Project; (ii) the extent to which the construction of that modification may adversely impact other Owners and their respective Units; (iii) whether the requesting Owner has made the necessary arrangements for the modification to be completed expeditiously, and in a high quality, workmanship manner; and (iv) such other factors as the Modification Review Board deems relevant. The decisions of the Modification Review Board shall be conclusive and binding on all interested parties, subject only to the right of appeal and review by the Management Committee as described in Section 10.03 below.

(e) Each Owner shall comply with the Rules and Regulations of the Modification Review Board, as the same may be amended from time to time by the Modification Review Board.

(f) The Modification Review Board or its designated representative may monitor any approved project to the extent required to ensure that the construction or work on such project complies with any and all approved plans and construction procedures. The Modification Review Board or its designated representatives may enter upon any Unit at any reasonable time or times to inspect the progress, work status or completion of any project. In addition to the remedies described in Section 10.04 below, the Modification Review Board may withdraw approval of any project and require all activity at such project to be stopped, if deviations from the approved plan or approved construction practices are not corrected or reconciled promptly after written notification to the Owner specifying such deviations.

(g) Any material to be submitted or notice given to the Modification Review Board shall be submitted at the office of the Association.

10.03 Appeal to Management Committee.

Any Owner aggrieved by a decision of the Modification Review Board may appeal the decision to the Management Committee in accordance with procedures to be established by the Management Committee. Such appeal shall be in writing and shall be filed within thirty days after the decision of the Modification Review Board. In the event the decision of the Modification Review Board is overruled by the Management Committee on any issue or question, the prior decision of the Modification Review Board shall be deemed modified to the extent specified by the Management Committee and such decision, as so modified, shall thereafter be deemed the decision of the Modification Review Board.

10.04 Enforcement of Restrictions.

(h) The Modification Review Board shall have primary responsibility to enforce the restrictions set forth in this Article X and the Rules and Regulations adopted by the

Modification Review Board; provided, however, that such responsibility shall not limit the right of the Association to take action under any other Article of this Declaration. If the Modification Review Board does not take action to enforce such restrictions within fifteen days after being requested to do so by the Management Committee, the Association may assume responsibility for enforcing such restrictions in any case in which the Modification Review Board declined to act.

(i) If an Owner violates any term or condition set forth in this Article X or in the Rules and Regulations of the Modification Review Board, the Modification Review Board and the Association shall have the following rights and remedies:

(i) The Modification Review Board may, by written notice to the Owner, revoke any approval previously granted to the Owner, in which event the Owner shall, upon receipt of such notice, immediately cease any development, improvement, alteration or landscaping covered by the approval so revoked.

(ii) The Modification Review Board and the Association may, but are not obligated to, enter upon the Owner's Unit and cure such violation at the Owner's sole cost and expense. If the Modification Review Board or the Association cures any such violation, the Owner shall pay to the Association the amount of all costs incurred by the Modification Review Board or the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Modification Review Board or the Association.

(iii) The Association may sue the Owner to enjoin such violation.

(iv) The Association may sue the Owner for all damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements incurred by the Modification Review Board or the Association as a result of the violation.

(v) The Modification Review Board and the Association shall have all other rights and remedies available to them under this Declaration, at law, or in equity. All rights and remedies of the Modification Review Board and the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

10.05 Fees.

The Modification Review Board may establish reasonable processing and review fees for considering any requests for approvals submitted to it, which fees shall be paid at the time the request for approval is submitted. The Management Committee may also establish a requirement for the escrowing of funds in an amount sufficient to guarantee completion of a proposed modification or other finish work included as a part of construction plans which have been presented to or approved by the Modification Review Board.

ARTICLE XI

COVENANTS, CONDITIONS AND RESTRICTIONS

11.01 Use of Units. Each Unit shall be used only as a single family dwelling. No gainful occupation, profession, trade or other nonresidential use shall be conducted at any Unit or in the Common Area and no person shall enter into any Unit or the Common Areas for engaging in such uses or for the purpose of receiving products or services arising out of such usage.

11.02 Exterior Antennas and Satellite Dishes. Exterior antennas, satellite dishes and other similar hardware (collectively, "Reception Devices") shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld; provided, however, that the Association shall have the authority to impose reasonable conditions thereon, such as prior written approval of location, appearance (including color) and screening. Any damage to the Unit, building, roofs, siding fences, or other portion of the Project as a result of such Reception Device shall be repaired at the sole cost of the Owner responsible for such Reception Device (and by a contractor acceptable to the Association). Any new purchaser of a Unit which already has installed a Reception Device shall either agree to assume the costs associating with such Device, or the outgoing Owner shall remove the Reception Device.

11.03 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Unit, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Unit or the Common Areas in the vicinity thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Unit or Common Areas, or to the occupants or users thereof. No other nuisance shall be permitted to exist or operate in or about any Unit so as to be offensive or detrimental to any other Unit or the Common Areas.

11.04 Parking of Vehicles. No vehicle shall be parked or stored at any location within the Project except in garages, and designated parking areas. No trailers, boats, motorcycles, racks, snowmobiles, motorhomes, recreational vehicles or any other type of vehicles shall be parked or stored within the Project except in garages. Overnight parking of Unit Owner's vehicles shall only be in their respective garages and designated areas, and not in the driveways or other non-designated parking areas. The use or operation of snowmobiles, motorcycles or other recreational vehicles on the streets of the Property is not permitted, except that street-legal and licensed motorcycles may be used for ingress to or egress from the Property.

11.05 Trash and Rubbish. The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. No Owner shall permit any thing or condition to exist in or about his Unit which may induce, breed or harbor infectious plant diseases or noxious insects.

11.06 Signs. No signs of any kind shall be displayed to public view on any Unit.

11.07 Animals. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept in or about any Unit except that domestic dogs (a maximum of two), cats (maximum of five) and other household competes may be permitted by the Association so long as they are

kept within the Unit at all times, except when on a leash and under the direct control of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets in any Common Area.

11.08 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Unit shall be further subdivided or separated into small Units by any Owner, and no portion less than all of any such Unit, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Management Committee. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Unit without the provisions thereof having been first approved in writing by the Management Committee and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Unit, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Unit has been approved by the Management Committee and the proposed use otherwise complies with this Declaration.

11.09 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the reasonable exercise by the Declarant of its rights under this Declaration with respect to the construction, installation, sale, maintenance, modification or repair of Units or the Common Areas.

11.010 Restrictions Not Exclusive. The restrictions, limitations and requirements set forth in this Article XI are in addition to, and not in lieu of, the other provisions of the Association Documents.

11.011 Leasing of Units. The Association may regulate, limit, or prohibit rentals of Units, in accordance with the following terms and conditions:

(a) Total Number of Units Imposing Rental Restrictions. Except in the event of a "Hardship Circumstance" (as defined below), no more than thirty percent (30%) of the total number of the Units within the Project (or in other words, no more than fifteen (15) Units) shall be leased or otherwise rented at any given time, or otherwise held for investment purposes or for any purpose other than for use by the Owner as a primary residence. Subject to the foregoing, if at any time an Owner desires to rent such Owner's Unit, the Association must be notified in writing of such desire not less than ninety (90) days before the anticipated rental commencement date, and the Unit must be rented within thirty (30) days following the anticipated commencement date. In the event that the Unit is not leased or otherwise rented within thirty (30) days of the anticipated rental commencement date, then the Owner must submit a new written request of the Owner's desire to rent his or her Unit. The Association shall create and implement Rules and Regulations to determine and track the number of rental Units in the Project.

(b) [Reserved].

(c) Additional General Assessment for Rental Units. Effective as of September 1, 2008, and notwithstanding anything in the Declaration to the contrary, all general assessments shall be raised by an additional amount (as set forth in the Association's fee schedule) for each Unit that is rented or otherwise held for investment purposes or for any purpose other than for use by the Owner as a primary residence.

(d) Content of Rental Agreements. Prior to renting any Unit, the Owner and the tenant shall execute a written lease agreement which shall include the following provisions:

(i) the tenant shall agree to comply with all of the terms and conditions of the Association Documents (current copies of which Owner shall provide to tenant and tenant shall acknowledge as having received and reviewed);

(ii) the tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the Unit or the Project; and,

(iii) the Owner and the tenant shall acknowledge that the Association is an intended third party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the Association Documents and to abate any nuisance, waste, unlawful or illegal activity upon the premises; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so;

(iv) prior to the tenant's occupancy of a Unit, the Owner must provide to the Association the name, address and telephone number of the tenant and a copy of the written lease agreement;

(v) the Association shall have the right and the obligation to enforce compliance with the Association Documents against any Owner and/or tenant of any Unit, and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third party beneficiary under any lease agreement, to enforce such compliance; and

(vi) in addition to and without varying any of the foregoing provisions, every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association Documents. Said lease shall further provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his or her Unit for transient or hotel purposes, which shall be defined as rental for any period of less than twelve (12) months. No Owner may lease less than his or her entire Unit, without the prior written consent of the Association. Failure by an Owner to take legal action,

including the institution of a forcible entry and detainer proceeding against his or her tenant who is in violation of the Association Documents within ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association, through the Board, to take any and all such action it deems necessary including the institution of proceedings in forcible entry and detainer on behalf of such Owner against his or her tenant. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or tenant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Special Assessment against such Owner and his or her Unit for all such expenses incurred by the Association. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

(e) Hardship Circumstances. For purposes of Section 11.11(a) above, "Hardship Circumstances" include, but are not limited to, circumstances in which: (a) the Owner dies and the Unit is being administered by his estate; (b) the Owner becomes ill and is unable to reside in the Unit; (c) the Unit is to be leased to a member of the Owner's immediate family (which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses), (d) an Owner in the military is deployed, and (e) the Owner's employment is relocated by his or her employer for no less than two (2) years. An Owner desiring to lease his Unit on the grounds of undue hardship shall submit a written application to the Association setting forth the hardship circumstances necessitating the lease and such other information as may be reasonably required by the Association. The Association shall have thirty (30) days to act upon such written application, and failing so to do, the Owner shall have the right to lease such Unit in accordance with this Section 11.11.

(f) Collection of Rents Upon Default. In the event of a payment default by an Owner under the terms and provisions of this Declaration, the Association shall have the right and may elect to provide written notice to the tenant of such default, and to thereafter directly collect all rents and other amounts then due under the lease with an Owner from the tenant thereunder, provided, however, that such amounts so collected, after deducting therefrom the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid assessments. Notwithstanding anything hereinabove to the contrary, the right of the Association to collect rent pursuant to this subsection shall be subordinate to any rights relating to collection of rent by any First Mortgagee.

ARTICLE XII

EASEMENTS AND RESERVATIONS

12.01 Association's Easements Over Common Areas.

(a) The Association hereby reserves for itself, its successors and assigns an easement over, across, through and under the Common Areas to (i) discharge the Association's obligations under this Declaration; (ii) exercise any of the Association's rights under this Declaration; and (iii) make improvements within the Project or within any additional property or any other real estate which may be added to the Project by the Association under the Declaration.

(b) The Association hereby reserves to itself, its successors and assigns, the right to (i) establish from time to time utility and other easements, permits or licenses over, across, through and under the Common Areas, and (ii) create other reservations, exceptions and exclusions for the best interest of all Owners and the Association.

12.02 Owners' Easements Over Common Areas.

Subject to the terms and conditions of this Declaration and all other Association Documents, the Association hereby grants the Owners an easement over, across and through the Common Areas (a) for ingress and egress to their Units, and (b) to use and enjoy the Common Areas.

12.03 Utility Easement.

There is hereby created a blanket easement over, across, through and under the Property for ingress to, egress from, and the installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable television. The Association may authorize the release of portions of the blanket easement created by this Section 12.03 upon the request of any Owner showing good cause therefor. Notwithstanding anything to the contrary contained in this Section 12.03, no sewers, electrical lines, water lines, telephone lines or other utility or service lines may be installed or relocated on any portion of the Property, except as approved by the Modification Review Board.

12.04 Association's Easements Over Units.

Declarant hereby grants the Association an easement over, across, through and under the Common Areas to (a) exercise any right held by the Association under this Declaration or any other Association document, and (b) perform any obligation imposed upon the Association by this Declaration or any other Association Document.

12.05 Recorded Easements.

The Property shall be subject to all easements shown on any recorded plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration.

12.06 Encroachments.

The Management Committee may grant appropriate easements when an encroachment occurs on a Common Area or Unit due to construction, reconstruction, repair, shifting, settlement, or other movement of any portion of a Common Area or Unit Improvement. Such encroachment easement shall only be valid until the encroachment is cured.

ARTICLE XIII

INSURANCE

13.01 Insurance Required to Be Obtained by the Association.

The Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act, the Federal Housing Administration ("FHA") as set forth in the Condominium Project Approval and Processing Guide (the "FHA's Guide"), and any additional insurance that the Management Committee deems necessary. The Owner of each Unit, and not the Association, shall be required to maintain insurance on such Unit as required under the Act and by the FHA as set forth in the FHA's Guide.

13.02 Adjustments.

Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

ARTICLE XIV

CASUALTY

14.01 Casualty to Common Areas.

The Association shall respond to any damage to, or destruction of, any Common Areas in accordance with the terms and conditions of the Act.

14.02 Casualty to a Unit.

Each Owner shall be responsible for repairing or replacing any damage to, or destruction of, his Unit.

ARTICLE XV

CONDEMNATION

15.01 Condemnation of Common Areas.

Whenever all or any part of the Common Areas shall be taken by condemnation or similar proceeding, or whenever all of any part of the Common Areas is conveyed in lieu of a taking under a threat of condemnation, the award payable in connection therewith shall be paid

to the Association and used by the Association (a) first, to repair any damage to Common Areas resulting from the condemnation or other taking, and (b) second, for any other Common Expenses.

ARTICLE XVI

DECLARANT RIGHTS

16.01 [Reserved].

16.02 [Reserved].

ARTICLE XVII

RIGHTS OF MORTGAGEES

17.01 Benefit of Mortgagees.

The terms and conditions contained in this Article XVII are for the benefit of Mortgagees. To the extent necessary, applicable or proper, the provisions of this Article XVII apply to this Declaration and to the Articles and Bylaws.

17.02 Notices of Action.

The Association shall give to each Eligible Holder timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a First Mortgage held, insured or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of Assessments or charges owed to the Association by an Owner whose Unit is subject to the First Mortgage of such Eligible Holder, or any default by such Owner in the performance of any of such Owner's obligations under this Declaration or any other Association Document, if the Management Committee has actual notice of such default, which is not cured within sixty days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and

(d) any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article XVII.

17.03 Approvals of Specified Actions.

(e) The consent of Owners to whom at least 67 percent of the votes allocated to all Memberships are allocated, and the consent of at least 67 percent of all First Mortgages (based on one vote for each First Mortgage held) shall be obtained before taking the following actions:

(i) a decision by the Association to establish self-management when professional management has been established;

(ii) restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than specified in this Declaration; and

(iii) termination of the legal status of the Project after any substantial destruction or condemnation occurs.

(f) The consent of Owners to whom at least 67 percent of the votes allocated to all Memberships are allocated, and the consent of at least 67 percent of all First Mortgagees (based on one vote for each First Mortgage held) shall be required to commence any action to terminate the legal status of the Project for reasons other than substantial destruction or condemnation of the Project.

17.04 Approvals for Amendments to Documents.

(g) Except with respect to those amendments to this Declaration that Declarant is expressly permitted to make under this Declaration, the consent of Owners to which at least 67 percent of the votes allocated to all Memberships are allocated, and the consent of at least 67 percent of all First Mortgagees (based on one vote for each First Mortgage held) shall be required to add to, delete or amend any material provisions of this Declaration, the Articles or the Bylaws which establish, provide for, govern or regulate any of the following:

- (iv) voting rights;
- (v) Assessments, the Assessment Lien or the subordination of the Assessment Lien;
- (vi) reserves for maintenance, repair and replacement of Common Areas;
- (vii) responsibility for the maintenance and repair of the Common Areas;
- (viii) the reallocation of interests in the Common Areas or the rights to the use thereof;
- (ix) boundaries of any Units;
- (x) the convertibility of Units into Common Areas or vice versa;
- (xi) the expansion or contraction of the Project or the addition, annexation or withdrawal of the Property to or from the Project;
- (xii) insurance of fidelity bonds;
- (xiii) the leasing of Units;

(xiv) the imposition of any restrictions on an Owner's rights to sell or transfer his or her Unit; and

(xv) any provision that expressly benefits the Eligible Holders.

(h) If the Project has been, or is to be approved by, the Federal Housing Administration or the U.S. Department of Veterans Affairs, then during the Declarant Control Period, if any, the following actions will require the prior approval of the Federal Housing Administration and/or the U.S. Department of Veterans Affairs.

(xvi) amendments to this Declaration;

(xvii) amendments of the Articles or the Bylaws;

(xviii) the annexation of additional properties to this Declaration;

(xix) the merger, consolidation or dissolution of the Association; and

(xx) the mortgaging of the Common Areas.

17.05 Implied Approval.

A First Mortgagee shall be assumed to have granted any consent or approval described in this Article XVII if it fails to submit a response to any written request therefor within thirty days after it receives such request; provided, however, that such request was delivered by certified or registered mail, return receipt requested.

17.06 Limitation to Pay Assessments and Charges.

Any First Mortgagee who obtains title to a Unit pursuant to remedies in a Mortgage or through foreclosure of a Mortgage will not be liable for the Unit's unpaid Assessments or other charges that accrued before the First Mortgagee acquired title to the Unit. The First Mortgagee will, however, be subject like all other Unit Owners to pay a prorated share of any such assessments and charges that are subsequently assessed on a prorated basis to all Unit Owners.

17.07 Rights to Insurance and Condemnation Proceeds.

No provision of this Declaration shall be deemed to give an Owner or any other party priority over any rights of the First Mortgagee pursuant to its Mortgage on a Unit relating to payments to the Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit.

17.08 Right to Pay Taxes and Charges.

First Mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Element and may pay overdue premiums on casualty insurance policies or secure new casualty insurance policies upon the lapse of the policies required to be maintained by the Association pursuant to paragraph

13.01(a) above. Any First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XVIII

ENFORCEMENT AND REMEDIES

18.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Areas shall be enforceable by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by the Association by (i) a proceeding for injunctive relief; (ii) a suit or action to recover damages; and/or (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and such Owner's family members, tenants and guests from the use of any Common Areas and from the participation in any Association affairs. In addition, if any Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies.

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, assess the Owner a special assessment in an amount not to exceed 4% of the Owner's general assessment for the year for each violation. The Owner shall pay any such special assessment to the Association within thirty days after the Owner receives a written invoice for the special assessment from the Association.

(iii) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(c) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

18.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees and disbursements.

18.03 Interest.

If an Owner fails to pay to the Association any Assessments or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of 18 percent per annum from the due date of such unpaid amount until the date paid.

ARTICLE XIX

TERM AND AMENDMENTS

19.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until this Declaration is terminated pursuant to Section 19.02 below.

19.02 Termination.

Subject to the terms and conditions of Article XVII above, the Owners may terminate the Project, by the unanimous vote of all of the votes allocated to all Memberships. If the necessary votes and consents are obtained, the agreement of the Owners to terminate the Project and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by all of the Owners in accordance with the terms and conditions of Section 57-8-22 of the Act. Upon recordation of the termination agreement with the Recorder for Salt Lake County, Utah, the Project shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved.

19.03 Amendments.

(a) Subject to the terms and conditions of Article XVII above, the Owners may amend any provision of this Declaration at any time by a vote of at least 67 percent of all Memberships. If the necessary votes and consents are obtained, the Association shall cause to be recorded with the Recorder for Salt Lake County, Utah, an amendment to this Declaration, in accordance with the terms and conditions of Section 57-8-12 of the Act.

(b) [Reserved].

(c) As long as the Declarant is in control of the Association, the Declarant and the Bylaws of the Association may not be amended without prior written approval from the Secretary of the U.S. Department of Veterans Affairs.

ARTICLE XX

MISCELLANEOUS

20.01 Interpretation of the Declaration.

Except for judicial construction, the Association, by its Management Committee, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and the provisions hereof.

20.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

20.03 Disclaimer of Representations.

Notwithstanding, anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Project can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that if such land is once used for a particular use, that such use will continue in effect.

20.04 Reference to Declaration and Deeds.

Deeds to and instruments affecting any Unit or any other part of the Project may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

20.05 Successors and Assigns of Declarant.

Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder, provided that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

20.06 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.07 Notices.

If notice of any action or proposed action by the Management Committee or any committee or if any meeting is required to be given to any Owner by law, this Declaration or any other Association Document, then, unless otherwise specified herein or in any other Association Document, such notice requirement shall be deemed satisfied if such notice of such action or meeting is mailed to or hand-delivered to the Owner at the address of his or her Unit. This section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice required in any other matter.

20.08 Certification.

The undersigned officer of the Association hereby certifies that this Amended and Restated Condominium Declaration for Arcadia Green Townhomes has been duly adopted by the affirmative consent of Owners to which at least sixty seven percent (67%) of the votes allocated to all Memberships are allocated, and the consent of at least sixty seven percent (67%) of all First Mortgagees (based on one vote for each First Mortgage held).

ARTICLE XXI

REGISTERED AGENT

Pursuant to Section 57-8-10(2)(d)(iii) of the Act, Ms. Raelyn Tychsen is designated as the person to receive service of process on behalf of the Project. Ms. Tychsen's address is 812 E. Green Vista Court, Salt Lake City, Utah 84107. The Management Committee may change its designation of this registered agent as it may deem appropriate. To effectuate a change in the registered agent, the Management Committee must record a notice of change of registered agent with the Salt Lake County Recorder.

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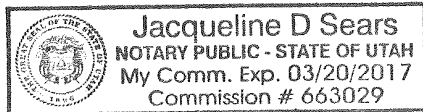
IN WITNESS WHEREOF, the Declarant has hereunto caused its name to be signed by the signature of its duly authorized agent as of the day and year first written above.

ARCADIA GREEN TOWNHOMES
OWNERS ASSOCIATION, INC., a Utah
nonprofit corporation

By: *[Signature]*
Its: PRESIDENT
DUSTIN ROGERS

STATE OF UTAH)
 :SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of January, 2016 by Dustin Rogers, the president of Arcadia Green Townhomes Owners Association, Inc., a Utah nonprofit corporation.



[Signature]
Notary Public

1356774v5

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Phase I

BEGINNING at a point that is S00°04'30"W 33.000 feet and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence S00°04'30"W 154.360 feet; thence N89°55'30"W 3.950 feet; thence S00°04'30"W 190.420 feet, thence West 10.970 feet; thence S00°16'58" E 93.490 feet; thence S89°43'02"W 15.470 feet; thence N00°07'19"W 18.960 feet; thence S89°51'30"W 155.000 feet; thence N00°07'19"W 265.055 feet; thence N89°51'30"E 155.000 feet; thence N00°07'19"W 154.245 feet; thence N89°51'30"E 31.310 feet, to the point of beginning.

Contains 1.20 acres

Phase II

BEGINNING at a point that is S00°04'30"W 154.360 feet; and S00°04'30"W 33.000 feet; and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence East 81.290 feet; thence S00°04'30"W 107.930 feet; thence S89°43'02"W 18.010 feet; thence S00°04'30"W 82.350 feet; thence N89°43'02"E 18.010 feet; thence S00°04'30"W 93.140 feet; thence S89°43'02"W 95.630 feet; thence N00°16'58"W 93.490 feet; thence East 10.970 feet; thence N00°04'30"E 190.420 feet; thence S89°55'30" E 3.950 feet, to the point of beginning.

Contains 0.54 acres.

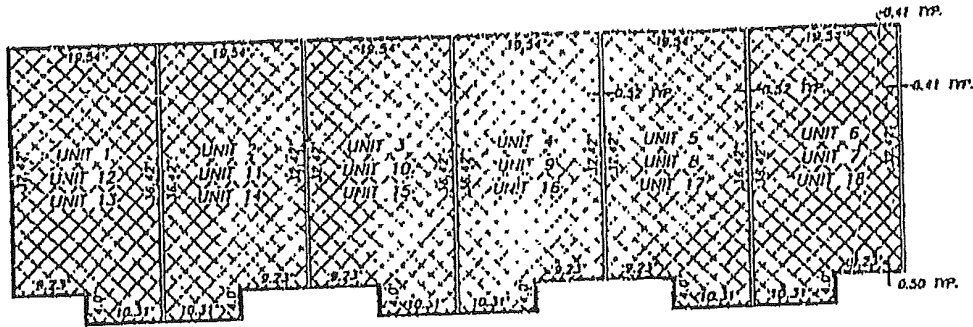
Phase III

BEGINNING at a point that is East 81.290 feet; and S00°04'30"W 154.360 feet; and S00°04'30"W 33.000 feet; and S89°51'30"W 546.660 feet from the Salt Lake County Monument at the intersection of 900 East Street and 4500 South Street, said monument being S00°10'35"E 242.380 feet and N89°54'45"W 788.920 feet from the Center of Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence East 176.370 feet; thence S00°04'30"W 282.560 feet; thence S89°43'02"W 176.370 feet; thence N00°04'30"E 93.140 feet; thence N89°43'02"W 18.010 feet; thence N00°04'30"E 82.350 feet; thence S89°43'02"E 18.010 feet; thence N00°04'30"E 107.930 feet, to the point of beginning.

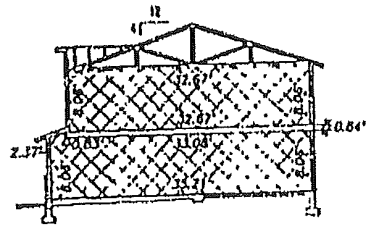
Contains 1.18 acres.

EXHIBIT B

MAP



SIX PLEX MAIN LEVEL PLAN



BLDG. CROSS SECTION

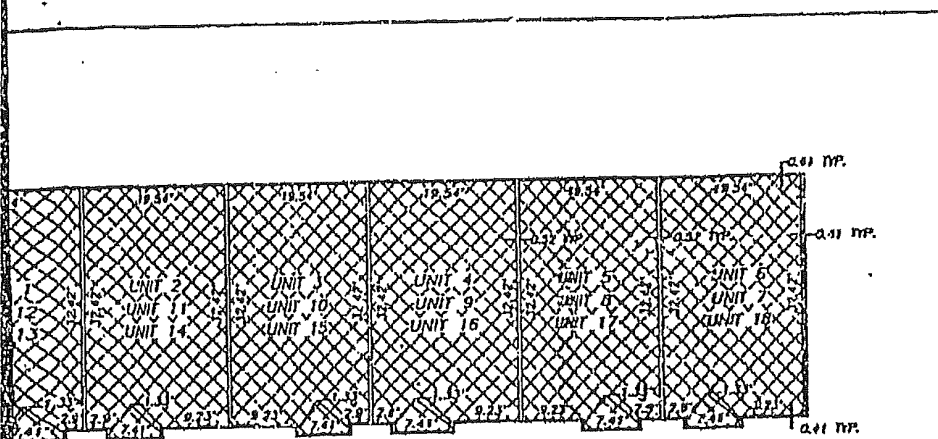
BUILDING ELEVATIONS

UNIT	MAIN LEVEL		UPPER LEVEL	
	FLOOR	CEILING	FLOOR	CEILING
1 - 6	4312.36	4316.62	4317.90	4318.22
7 - 12	4312.23	4317.29	4318.13	4318.19
13 - 18	4312.12	4317.20	4318.27	4318.28

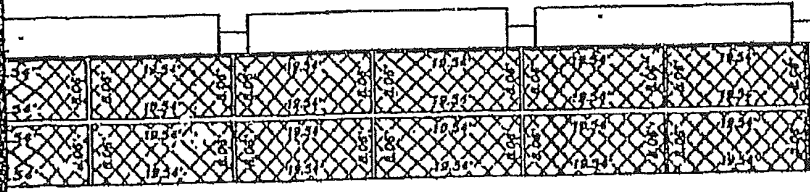


LEGEND

-  PRIVATE OWN
-  UNITD CO



SIX PLEX UPPER LEVEL PLAN



SIX PLEX HALF BLDG. FRONT ELEVATION

SURVEYOR'S CERTIFICATE

I, L. Mark Hoff, of Salt Lake City, Utah do hereby certify that I am a registered Professional Engineer and Land Surveyor holding certificate No. 172063 as provided by the laws of the State of Utah, and that I certify that the building specifications of the buildings shown on this Sheet 2 of Arcadia Green Townhomes, a Utah Condominium project, are or will be as shown.

Date _____ L. Mark Hoff _____



ARCADIA GREEN TOWNHOMES (PHASE I)

PLANNING COMMISSION SET BEHIND OF SURVEY MAP IS APPROVED AND COPIES SET BY THE SALT LAKE COUNTY ENGINEER DISTRICT.	RECORDS # _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE OFFICE OF
	DATE _____ BY _____ DEPT _____ PAGE _____ SALT LAKE COUNTY RECORDS

CONSULTING ENGINEERS
 LAND SURVEYORS
Hoff
 ENGINEERING INC.
 458 SOUTH 1300 WEST SALT LAKE CITY, UTAH 84119
 TEL (801) 277-8411
 FAX (801) 277-8583

ARCADIA GREEN TOWNHOMES (PHASE I)
 840 East 4620 South, Salt Lake City, Utah
 SECTION 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN.
 Prepared for: CREDS RELEASE

DATE	REVISION

DESIGNED BY _____
 CHECKED BY _____
 APPROVED BY _____

DATE: MARCH 17, 1995

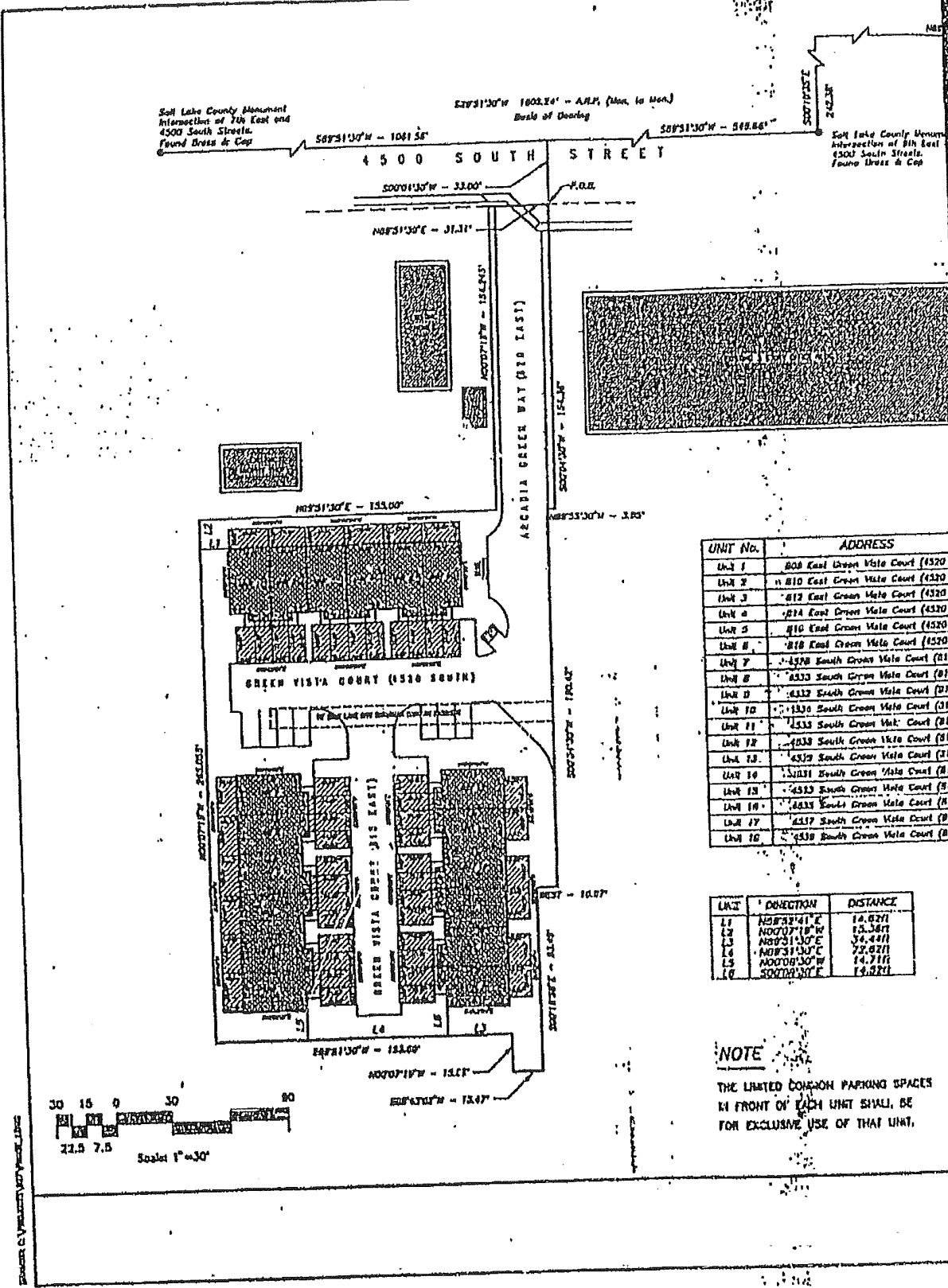
PROJECT NO. 0927

SHEET NO. 2 OF 2

Soil Lake County Monument
Intersection of 7th East and
4500 South Streets.
Found Brass & Cap

E29°31'30"W 1802.24' - A.P.P. (Mon. to Mon.)
Basis of Deed

Soil Lake County Monument
Intersection of 8th East
4500 South Streets.
Found Brass & Cap



UNIT No.	ADDRESS
Unit 1	808 East Green Vista Court (1320 S.)
Unit 2	810 East Green Vista Court (1320 S.)
Unit 3	812 East Green Vista Court (1320 S.)
Unit 4	814 East Green Vista Court (1320 S.)
Unit 5	816 East Green Vista Court (1320 S.)
Unit 6	818 East Green Vista Court (1320 S.)
Unit 7	1320 South Green Vista Court (815 E.)
Unit 8	1322 South Green Vista Court (815 E.)
Unit 9	1324 South Green Vista Court (815 E.)
Unit 10	1326 South Green Vista Court (815 E.)
Unit 11	1328 South Green Vista Court (815 E.)
Unit 12	1330 South Green Vista Court (815 E.)
Unit 13	1332 South Green Vista Court (815 E.)
Unit 14	1334 South Green Vista Court (815 E.)
Unit 15	1336 South Green Vista Court (815 E.)
Unit 16	1338 South Green Vista Court (815 E.)
Unit 17	1340 South Green Vista Court (815 E.)
Unit 18	1342 South Green Vista Court (815 E.)
Unit 19	1344 South Green Vista Court (815 E.)
Unit 20	1346 South Green Vista Court (815 E.)

LINE	DIRECTION	DISTANCE
L1	N89°27'41"E	14.8211
L2	N00°07'19"W	15.3611
L3	N89°31'30"E	34.4411
L4	N00°31'30"W	72.8211
L5	N00°08'30"W	14.7111
L6	S00°04'30"E	14.8211

NOTE
THE LIMITED COMMON PARKING SPACES
IN FRONT OF EACH UNIT SHALL BE
FOR EXCLUSIVE USE OF THAT UNIT.

34°45'W - 788.81'



Center of Section 8,
T. 2 S., R. 1 E.,
S. L. B. & M.
(Not Found)



SURVEYOR'S CERTIFICATE

I, LARRY HOFF, do hereby certify that I am a Registered Civil Engineer, and a Land Surveyor, and that I hold certificate no. 122083, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land and that the following description correctly describes the land surface upon which has been or will be constructed Arcadia Green Townhomes, a Utah Condominium Project, in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plat are or will be sufficient to readily retruce or reestablish this survey.

BOUNDARY DESCRIPTION

COURSE	DISTANCE	REMARKS
		BEGINNING of a plat that is
S00°04'30"W	33.000	feet and
S89°31'50"W	546.840	feet from the Salt Lake County Monument at the intersection of 100 East Street and 4500 North Street, said monument being:
S00°10'35"E	242.340	feet and
N89°34'45"W	780.820	feet from the Center of Section 8, Township 2 South, Range 1 East, Salt Lake Meridian & Meridian and running thence
S00°04'30"W	184.340	feet thence
N89°34'30"W	38.950	feet thence
S00°04'30"W	193.840	feet thence
N89°31'50"W	10.870	feet thence
S00°16'30"E	92.490	feet thence
S89°43'00"W	15.170	feet thence
N00°07'18"W	18.060	feet thence
S89°31'30"W	180.000	feet thence
N00°07'18"W	245.045	feet thence
N89°31'30"E	105.000	feet thence
N00°07'18"W	104.345	feet thence
N89°31'30"E	31.310	feet, to the point of BEGINNING.
		Contains 1.70 acres



DATE

OWNER'S CONSENT TO RECORD

Know all men by these presents that we the undersigned owner(s) of the tract of land described herein and the "Arcadia Green Townhomes", a Utah Condominium project located on said tract of land have caused a survey to be made and this record survey map consisting of two (2) sheets to be prepared and do hereby give our consent to the recording of this survey map in accordance with the Utah Condominium Ownership Act.

In witness whereof, _____ have hereunto set their hands and seals this _____ day of _____, A.D. 19____.

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } ss.
On this _____ day of _____, A.D. 19____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the above owner(s) of the above Owner's Description, in number, who fully acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

BY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDES IN SALT LAKE COUNTY

ARCADIA GREEN TOWNHOMES (PHASE I)

A Utah Condominium Project Located in Southwest Quarter Section 8, Township 2 South, Range 1 East, Salt Lake Mer. & Meridian.

RECORDED &
STATE OF UTAH, COUNTY OF SALT LAKE, REGISTERED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BY _____ FEE _____
FILE _____ SALT LAKE COUNTY COUNTER

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP
- COMMON AREA

PLANNING COMMISSION
THIS RECORD OF SURVEY MAP IS APPROVED AND COMPLIES WITH THE SALT LAKE COUNTY ZONING ORDINANCE.

CONSULTING ENGINEERS
 LAND SURVEYORS
ENGINEERING INC.
 808 SOUTH 200 EAST, SUITE 604
 SALT LAKE CITY, UTAH 84111
 TEL (801) 272-8941
 FAX (801) 272-3568

ARCADIA GREEN TOWNHOMES (PHASE I)
 840 East 4500 South, Salt Lake City, Utah.
 SY 1/4 SEC. 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN.
 Prepared For: GREEN POLYCO

DATE	REVISIONS

DESIGN: _____
 CHECKED: _____
 APPROVED: _____

DATE: March 10, 1993

PROJECT NO. 0927

SHEET NO. 1 of 2

1st Lake County Monument
 Intersection of 5th East and
 4500 South Street
 Found Brass & Cap

109°31'30"W 1000.24' - ANA. (Mon. to Mon.)
 Base of Bearing

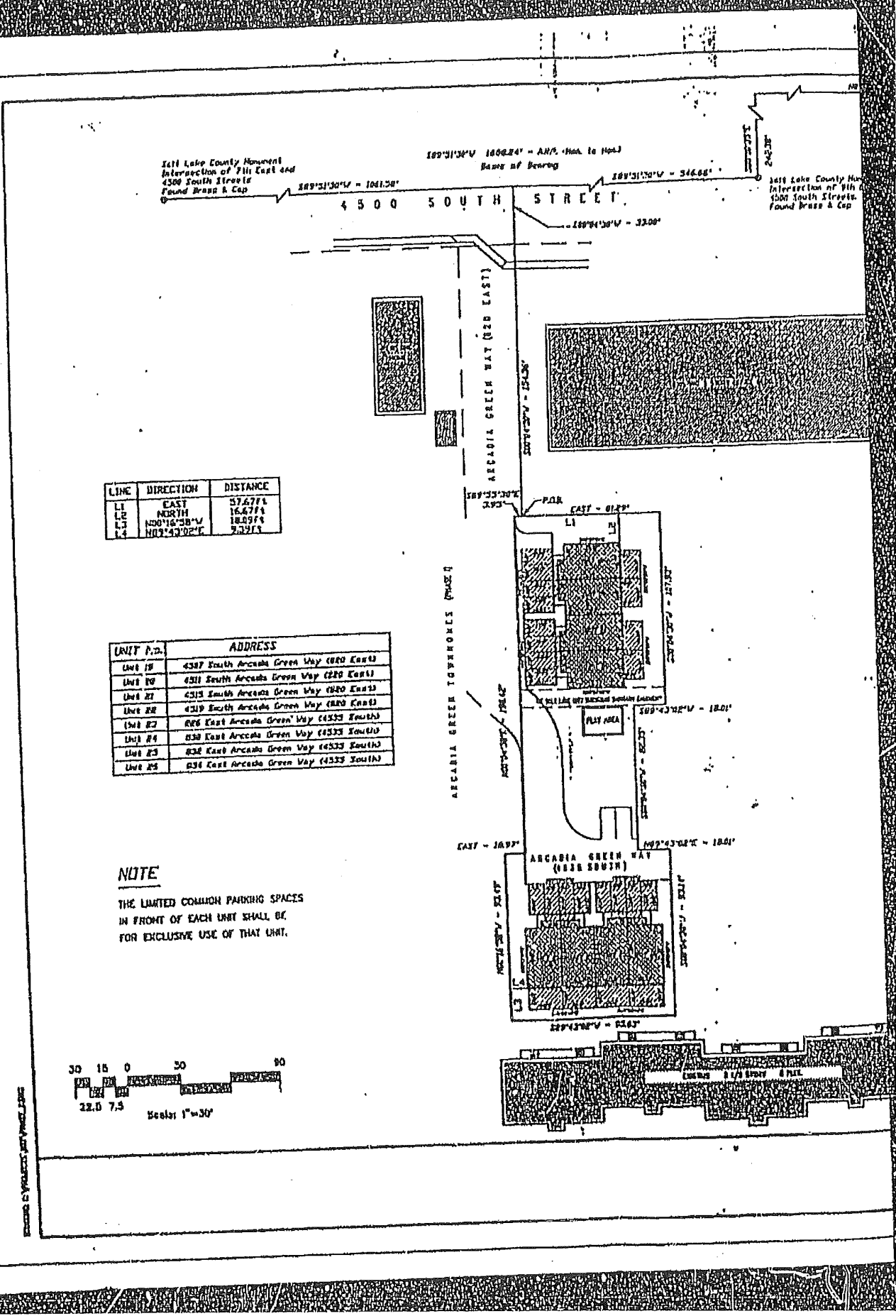
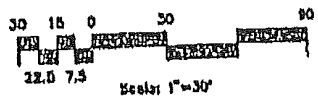
1st Lake County Monument
 Intersection of 9th East
 4500 South Street
 Found Brass & Cap

4500 SOUTH STREET

LINE	DIRECTION	DISTANCE
L1	EAST	57.6774
L2	NORTH	16.6774
L3	N08°16'58"W	18.0974
L4	N07°42'02"E	7.3974

UNIT P.D.	ADDRESS
Unit 18	4387 South Arcadia Green Way (820 East)
Unit 19	4311 South Arcadia Green Way (820 East)
Unit 21	4313 South Arcadia Green Way (820 East)
Unit 22	4319 South Arcadia Green Way (820 East)
Unit 27	826 East Arcadia Green Way (4333 South)
Unit 28	830 East Arcadia Green Way (4333 South)
Unit 23	832 East Arcadia Green Way (4333 South)
Unit 25	834 East Arcadia Green Way (4333 South)

NOTE
 THE UNITS COMMON PARKING SPACES
 IN FRONT OF EACH UNIT SHALL BE
 FOR EXCLUSIVE USE OF THAT UNIT.



Center of Section 3
T. 2 S., R. 1 E.
S. 1, 2, 3, 4, 5, 6, 7, 8
6411 Found

SURVEYOR'S CERTIFICATE

I, L. MARK MITT, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate no. 225283, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land and that the following description correctly describes the land surface upon which has been or will be constructed Arcadia Green Townhomes, a Utah Condominium Project, in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plot are or will be sufficient to readily retrace or reestablish this survey.

BOUNDARY DESCRIPTION

COURSE	DISTANCE	REMARKS
		BEGINNING at a point that is
S07°04'27"W	124.345	Iron nail
S07°04'30"W	23.800	Iron nail
S87°51'30"W	246.880	Iron nail from the Salt Lake County Monument of the intersection of 1023 East Street and 4500 South Street, said monument being
S07°10'35"E	141.380	Iron nail
N89°24'45"W	704.977	Iron nail from the Center of Section 3, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence
EAST	81.720	Iron thence
S07°04'30"W	107.850	Iron thence
S87°43'07"W	18.010	Iron thence
S07°04'30"W	87.350	Iron thence
N87°43'07"E	18.010	Iron thence
S07°04'30"W	87.350	Iron thence
S87°43'07"E	87.350	Iron thence
N07°18'24"W	83.484	Iron thence
EAST	10.970	Iron thence
S07°04'30"E	188.430	Iron thence
S87°51'30"E	1.950	Iron, to the point of BEGINNING.
		Contains 0.54 acres



OWNER'S CONSENT TO RECORD

Know all men by these presents that we the undersigned owner(s) of the tract of land described herein are the "Arcadia Green Townhomes", a Utah Condominium project located on said tract of land have caused a survey to be made and this record survey map consisting of two (2) sheets to be prepared and do hereby give our consent to the recording of this survey map in accordance with the Utah Condominium Ownership Act.

In witness whereof _____ have hereunto set _____ this _____ day of _____, A.D., 19____.

ACKNOWLEDGMENT

STATE OF UTAH } ss.
County of Salt Lake }
On the _____ day of _____, A.D., 19____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signor(s) of the above Owner's Declaration, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

BY CONRADIAN ENGINEER _____ NOTARY PUBLIC - RESIDING IN SALT LAKE COUNTY

ARCADIA GREEN TOWNHOMES (PHASE II)

A Utah Condominium Project Located in Southwest Quarter Section 3, Township 2 South, Range 1 East, Salt Lake Base & Meridian.

RECORDED IN STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ INDEX _____ PAGE _____

LEGEND

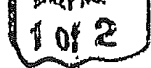
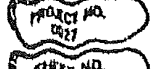
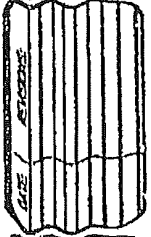
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP
- COMMON AREA

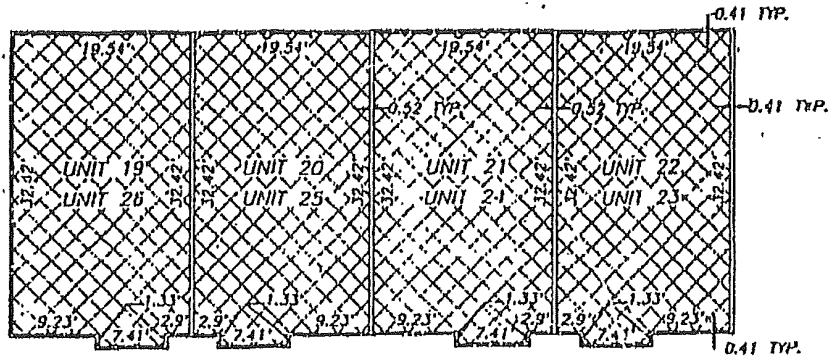
PLANNED CONGRESSION
THIS RECORD OF SURVEY MAP IS APPROVED AND COMPLIES WITH THE SALT LAKE COUNTY ZONING ORDINANCE.

BY _____ GREEN ARCHITECTS

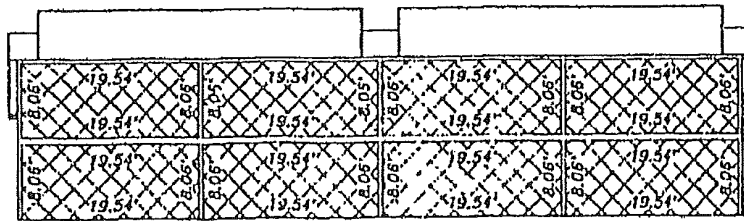
CONSULTING ENGINEERS
L. MARK MITT
ENGINEERING, INC.
200 SOUTH CENTER STREET, SUITE 200
SALT LAKE CITY, UTAH 84103
TEL: 531-2200 FAX: 531-2201

ARCADIA GREEN TOWNHOMES (PHASE II)
840 East 4150 South, Salt Lake City, Utah
S. 1/4 SEC. 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN
Prepared for: CONRADIAN





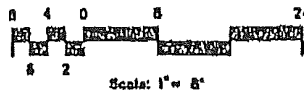
FOUR PLEX UPPER LEVEL PLAN



FOUR PLEX HALF BLDG. FRONT ELEVATION

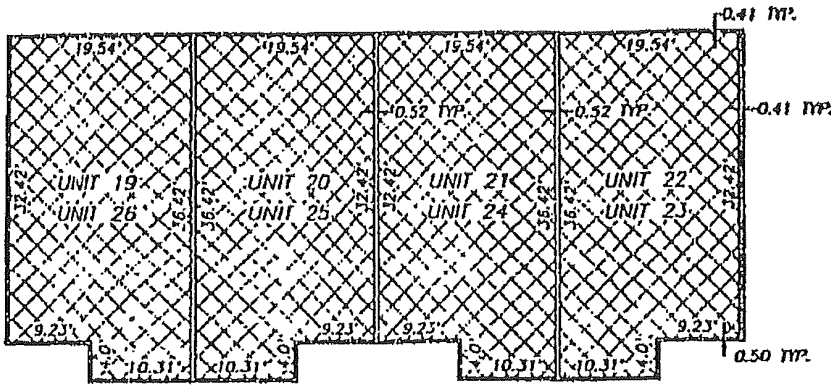
BUILDING ELEVATIONS

UNIT	MAIN LEVEL		UPPER LEVEL	
	FLOOR	CERAM.	FLOOR	CERAM.
19 - 22	4313.39	4321.31	4322.23	4330.55
23 - 24	4314.06	4322.18	4323.06	4331.82

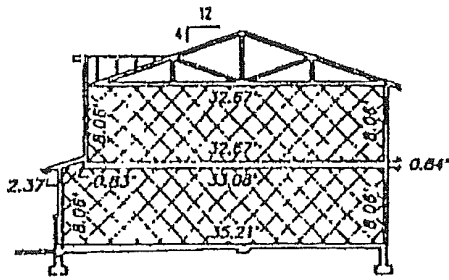


LEGEND

- PRIVATE OWN
- LIMITED COM



FOUR PLEX MAIN LEVEL PLAN



BLDG. CROSS SECTION

SURVEYOR'S CERTIFICATE

I, L. Mark Neff, of Salt Lake City, Utah do hereby certify that I am a registered Professional Engineer and Land Surveyor holding certificate No. 172045 as prescribed by the laws of the State of Utah, and that I certify that the building specifications of the buildings shown on this Sheet 2 of Arcadia Green Townhomes, a Utah Condominium project, are or will be as shown.

Date _____

L. Mark Neff



ARCADIA GREEN TOWNHOMES (PHASE II)

PLUMBING COMMISSION HAS REVIEWED THIS MAP IN APPROVAL AND COMPLIANCE WITH THE SALT LAKE COUNTY ZONING ORDINANCES.	RECORDED IN BOOK _____ PAGE _____
	STATE OF SALT LAKE COUNTY OF SALT LAKE, RECORDS AND FILES AT THE OFFICE OF DATE _____ BY _____ COUNTY _____ FILE # _____ SALT LAKE COUNTY RECORDS

CONSULTING ENGINEERS
 LAND SURVEYORS
 PLANNERS
Neff
 ENGINEERING INC.
 469 SOUTH 1200 WEST SALT LAKE CITY, UTAH 84119
 TEL (801) 472-4541 FAX (801) 472-5546

ARCADIA GREEN TOWNHOMES (PHASE II)
 840 East 4620 South, Salt Lake City, Utah,
 SECTION 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN.
 Prepared For: GREG NELSON

DATE	REVISIONS

DRAWN BY: JCH
 CHECKED BY: JCH
 APPROVED BY: LMR

DATE: MARCH 15, 1995

PROJECT NO. 0827

SHEET NO. 2 OF 2

Salt Lake County Monument
Intersection of 7th East and
4500 South Streets.
Found Brass & Cap

389°31'30"V 168.24' - A.P. Ok to Non
Date of Bearing




Salt Lake County Monument
Intersection of 9th East and
4500 South Streets.
Found Brass & Cap

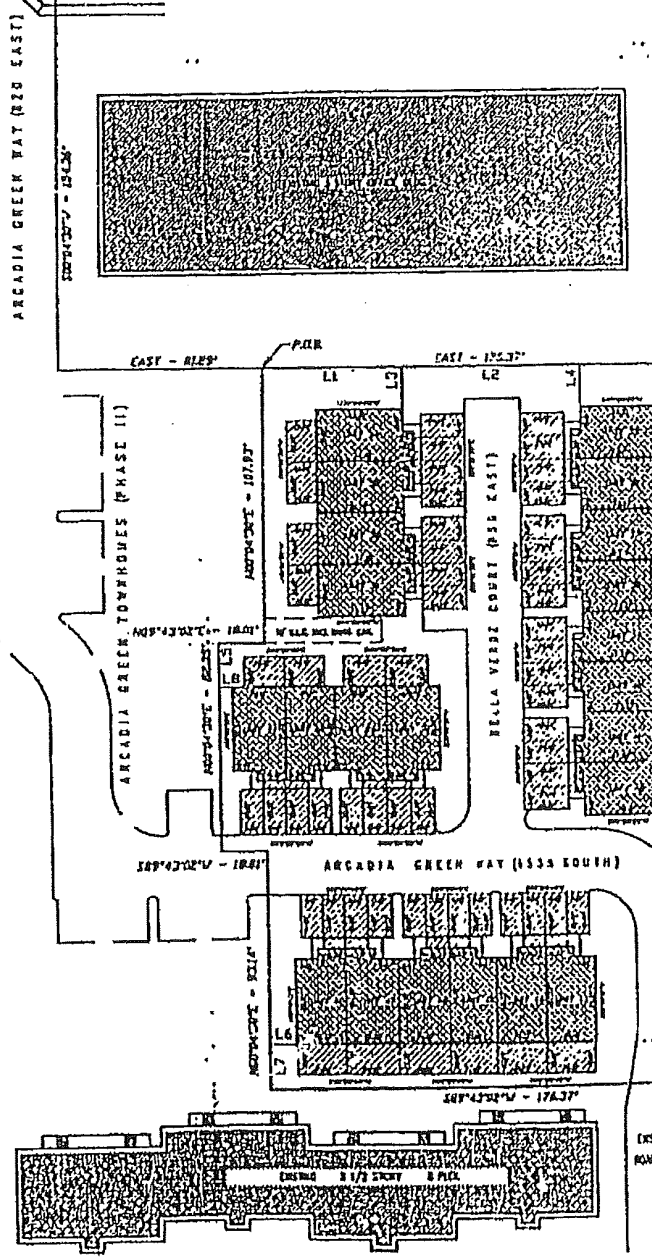
4500 SOUTH STREET

LINE	DIRECTION	DISTANCE
L1	EAST	94.98ft
L2	EAST	72.25ft
L3	NORTH	16.59ft
L4	NORTH	16.67ft
L5	N90°04'30"E	17.48ft
L6	S89°53'30"E	10.28ft
L7	N89°04'30"E	17.71ft
L8	S89°45'30"E	3.27ft

UNIT No.	ADDRESS
Unit 27	839 East Arcadia Green Way (4533 South)
Unit 28	841 East Arcadia Green Way (4533 South)
Unit 29	847 East Arcadia Green Way (4533 South)
Unit 30	849 East Arcadia Green Way (4533 South)
Unit 31	4520 South Bella Verde Court (850 East)
Unit 32	4516 South Bella Verde Court (850 East)
Unit 33	4512 South Bella Verde Court (850 East)
Unit 34	4508 South Bella Verde Court (850 East)
Unit 35	4504 South Bella Verde Court (850 East)
Unit 36	4500 South Bella Verde Court (850 East)
Unit 37	4513 South Bella Verde Court (850 East)
Unit 38	4517 South Bella Verde Court (850 East)
Unit 39	4521 South Bella Verde Court (850 East)
Unit 40	4525 South Bella Verde Court (850 East)
Unit 41	4529 South Bella Verde Court (850 East)
Unit 42	4527 South Bella Verde Court (850 East)
Unit 43	834 East Arcadia Green Way (4533 South)
Unit 44	834 East Arcadia Green Way (4533 South)
Unit 45	840 East Arcadia Green Way (4533 South)
Unit 46	846 East Arcadia Green Way (4533 South)
Unit 47	842 East Arcadia Green Way (4533 South)
Unit 48	840 East Arcadia Green Way (4533 South)

LEGEND

-  PRIVATE OWNERSHIP
-  LIMITED COMMON OWNERSHIP
-  COMMON AREA



DANIEL C. WOLFE/127/PHASE II/2008

Center of Section 5,
T. 2 S., R. 1 E.,
S. L. B. & K.
Date Platted

SURVEYOR'S CERTIFICATE

I, L. WHEAT, do hereby certify that I am a Registered Civil Engineer, and a Land Surveyor, and that I hold certificate no. 12345, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land and that the following description correctly describes the land surface upon which has been or will be constructed Arcadia Green Townhomes, a Utah Condominium Project, in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plat are or will be sufficient to readily locate or reestablish this survey.

BOUNDARY DESCRIPTION

COURSE	DISTANCE	REMARKS
EAST	61.760	beginning of a plat that is
N0704°30'W	154.360	feet and
S0004°30'W	33.000	feet and
S0851°30'W	268.640	feet from the Salt Lake County Monument of the intersection of 903 East Street and 4500 South Street, said monument being
S0910°35'W	262.380	feet and
N89°21'45"W	268.070	feet from the Center of Section 5 Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence
EAST	974.310	feet thence
S0004°30'W	282.260	feet thence
S27°43'00"W	238.370	feet thence
N89°04'30"W	83.140	feet thence
N89°43'00"W	38.010	feet thence
N00°04'30"E	84.350	feet thence
S27°43'00"W	110.010	feet thence
N00°04'30"E	107.050	feet to the point of BEGINNING.
		Contains 1.18 acres



DATE _____

OWNER'S CONSENT TO RECORD

Know all men by these presents that we the undersigned owner(s) of the tract of land described hereon and the "Arcadia Green Townhomes", a Utah Condominium project located on said tract of land have caused a survey to be made and this record survey map consisting of two (2) sheets to be prepared and do hereby give our consent to the recording of this survey map in accordance with the Utah Condominium Ownership Act.

In witness whereof _____, have hereunto set _____ this _____ day of _____, A.D., 19____.

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } ss.
On the _____ day of _____, A.D., 19____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signor(s) of the above Owner's Dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ARCADIA GREEN TOWNHOMES (PHASE III)

A Utah Condominium Project Located in Southwest Quarter Section 5, Township 2 South, Range 1 East, Salt Lake Base & Meridian.

RECORDED IN _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ PAGE _____ BOOK _____ PART _____
BY _____ COUNTY CLERK

CONSULTING ENGINEERS
LAND SURVEYORS
ENGINEERS INC.
145 EAST 200 SOUTH ST. #1
SALT LAKE CITY, UTAH 84103
TEL: 533-2735

ARCADIA GREEN TOWNHOMES (PHASE III)
840 East 4520 South, Salt Lake City, Utah.
SW 1/4 SEC. 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN.
Prepared for: GARY MILSON

REVISIONS:	
DATE:	

DRAWN: JCS
DESIGNED: JCS
CHECKED: JCS
APPROVED: LWA

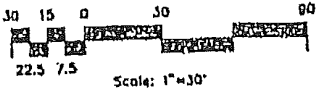
DATE: March 10, 1965

PROJECT NO. 0227

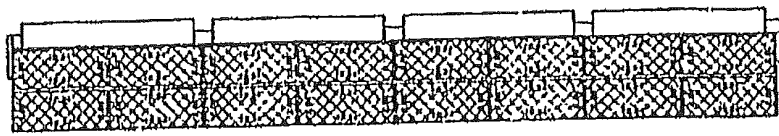
SHEET NO. 1 of 2

NOTE

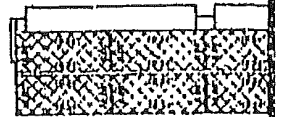
THE LIMITED COMMON PARKING SPACES IN FRONT OF EACH UNIT SHALL BE FOR EXCLUSIVE USE OF THAT UNIT.



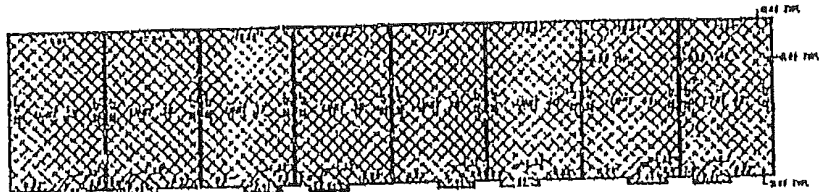
PLANNING COMMISSION
THIS RECORD OF SURVEY MAP IS APPROVED AND CONFORMS WITH THE SALT LAKE COUNTY ZONING ORDINANCE.



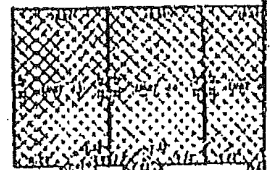
EIGHT PLEX HALF BLDG. FRONT ELEVATION



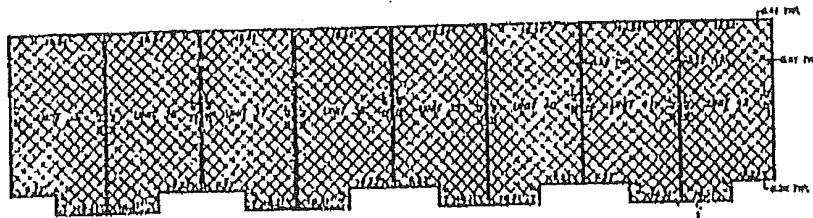
SIX PLEX HALF



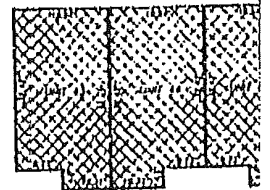
EIGHT PLEX UPPER LEVEL PLAN



SIX PLEX



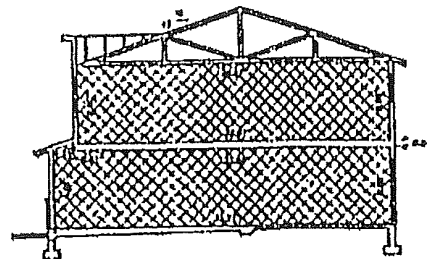
EIGHT PLEX MAIN LEVEL PLAN



SIX PLEX

BUILDING ELEVATIONS

UNIT	MAIN LEVEL		UPPER LEVEL	
	FLOOR	CENTERS	FLOOR	CENTERS
11 - 34	4314.75	4322.31	4323.65	4331.71
27 - 35	4314.43	4322.49	4323.33	4331.38
33 - 41	4314.89	4323.21	4323.65	4331.81
43 - 45	4314.81	4322.87	4323.71	4331.77

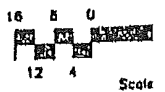


BLDG. CROSS SECTION

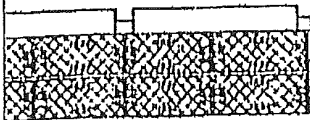
Scale 1" = 8'

LEGEND

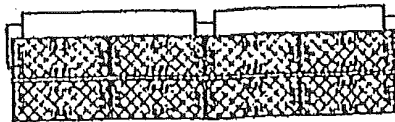
-  PRIVATE
-  LIMITED



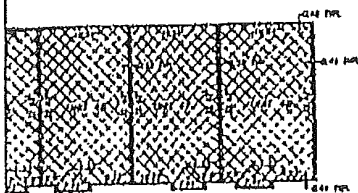
DRAWING BY PHILIP J. VETTER, ARCHITECT



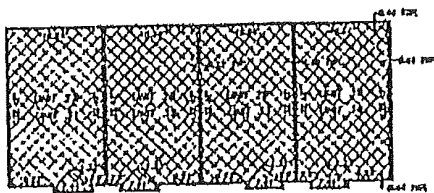
BLDG. FRONT ELEVATION



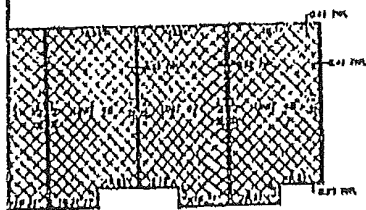
FOUR PLEX HALF BLDG. FRONT ELEVATION



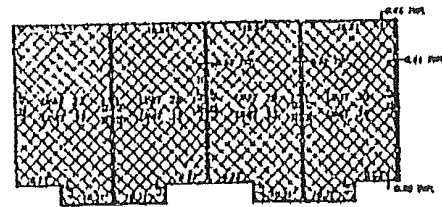
UPPER LEVEL PLAN



FOUR PLEX UPPER LEVEL PLAN



MAIN LEVEL PLAN



FOUR PLEX MAIN LEVEL PLAN

SURVEYOR'S CERTIFICATE

I, L. Mark Hoff, of Salt Lake City, Utah do hereby certify that I am a registered Professional Engineer and Land Surveyor holding certificate No. 172055 as prescribed by the laws of the State of Utah, and that I certify that the building specifications of the buildings shown on this Sheet 2 of Arcadia Green Townhomes, a Utah Condominium project, are or will be as shown.



OWNERSHIP

COMMON OWNERSHIP

Date _____ L. Mark Hoff

ARCADIA GREEN TOWNHOMES (PHASE III)

PLANNING COMMISSION THIS RECORD OF SURVEY MAP IS APPROVED AND COMPLETES WITHIN THE SALT LAKE COUNTY ZONING ORDINANCE.	RECORDED # _____
	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AS THE RESULT OF _____
DATE _____ FILE # _____	BOOK _____ PAGE _____
FILE # _____	EXACT COPY RECORD

1" = 16'

CONSULTING ENGINEERS
LAND SURVEYORS
ENGINEERING, INC.
PLANNERS
1053 SOUTH 2300 EAST, SUITE 104
SALT LAKE CITY, UTAH 84111
TEL: (801) 777-0311
FAX: (801) 777-3533

ARCADIA GREEN TOWNHOMES (PHASE III)
840 East 4520 South, Salt Lake City, Utah
SECTION 5, T. 2 S., R. 1 E., SALT LAKE BASE & MERIDIAN.
Prepared For: STEVE NELSON

DATE	REVISIONS

DATE: _____
DRAWN: _____
CHECKED: _____
APPROVED: _____

DATE: MARCH 13, 1995

PROJECT NO. 0177

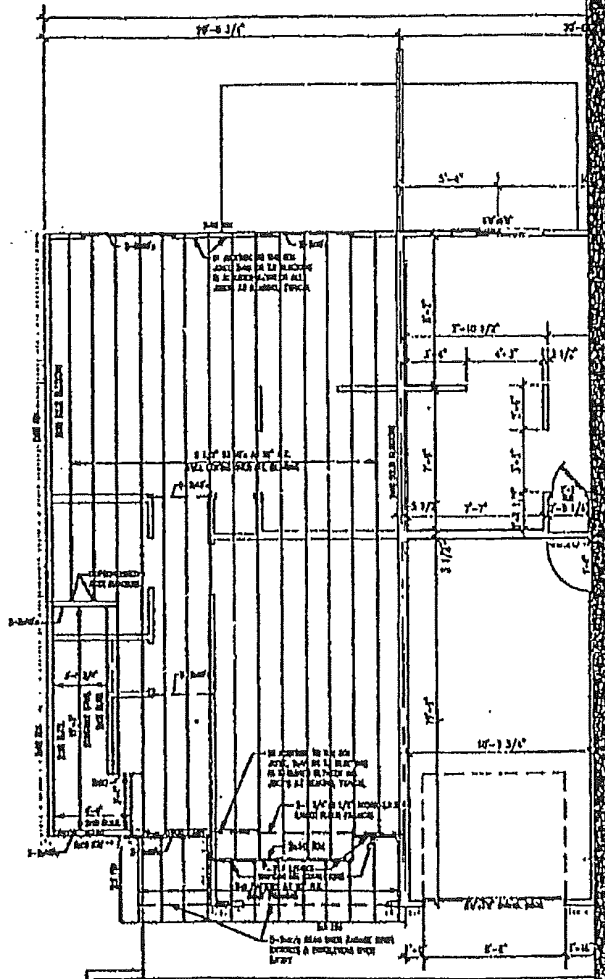
SHEET NO. 2 OF 2

EXHIBIT C

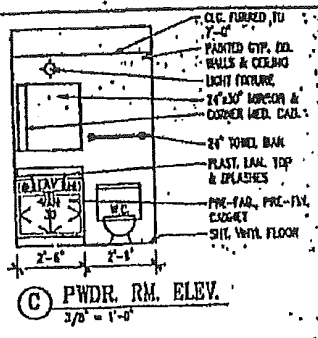
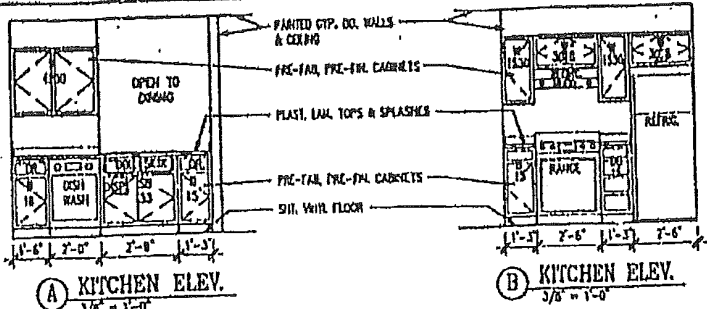
FLOOR PLAN OF UNITS

WOOD FRAMING NOTES

1. THIS PLAN, AND THE ELEVATIONS, ETC., ARE TO BE CONSIDERED AS CONTRACT DOCUMENTS FOR THE EXCLUSIVE USE OF THE ARCHITECT AND CONTRACTOR. NO OTHER DOCUMENTS OR SPECIFICATIONS SHALL BE USED IN CONNECTION WITH THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
2. ALL DIMENSIONS ON THIS PLAN ARE TO BE MEASURED TO THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR WALLS SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH. ALL INTERIOR WALLS SHALL BE 12" O.C. BLOCKS.
4. ALL 2x4 STUDS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
5. THE JOINTS IN ALL STUDS SHALL BE 18" FROM EACH END.
6. JOISTS & RAFTERS TO FORM SHALL BE SPACED AT ALL JOINTS. BLOCKS TO BE SPACED AS SHOWN ON THIS PLAN.
7. ALL EXTERIOR WALLS SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
8. EXTERIOR WALLS TO BE ATTACHED TO FOUNDATION SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
9. EXTERIOR WALLS TO BE ATTACHED TO FOUNDATION SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
10. EXTERIOR WALLS TO BE ATTACHED TO FOUNDATION SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
11. EXTERIOR WALLS TO BE ATTACHED TO FOUNDATION SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
12. EXTERIOR WALLS TO BE ATTACHED TO FOUNDATION SHALL BE 16" O.C. BLOCKS WITH 4" EXTERIOR FINISH.
13. STARTING WALLS TO BE CONSIDERED FOR BUILT UP BY APPROVED BY ARCHITECT AT THE COMMENCEMENT OF THE BUILDING WORK.
14. ALL RAFTERS & JOISTS AT EACH END TO BE TOP OF WALL WITH EXTERIOR FINISH AS SHOWN ON THIS PLAN.
15. ALL TYPES OF CONNECTIONS, JOINTS, ETC., SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE.
16. FLOOR FRAMING SYSTEM IS SHOWN AS 2x12 LAYERS ON 4x4 POSTS. ALTERNATE FRAMING SYSTEMS MAY BE USED AT ARCHITECT'S DISCRETION, PROVIDED THEY ARE APPROVED BY ARCHITECT.



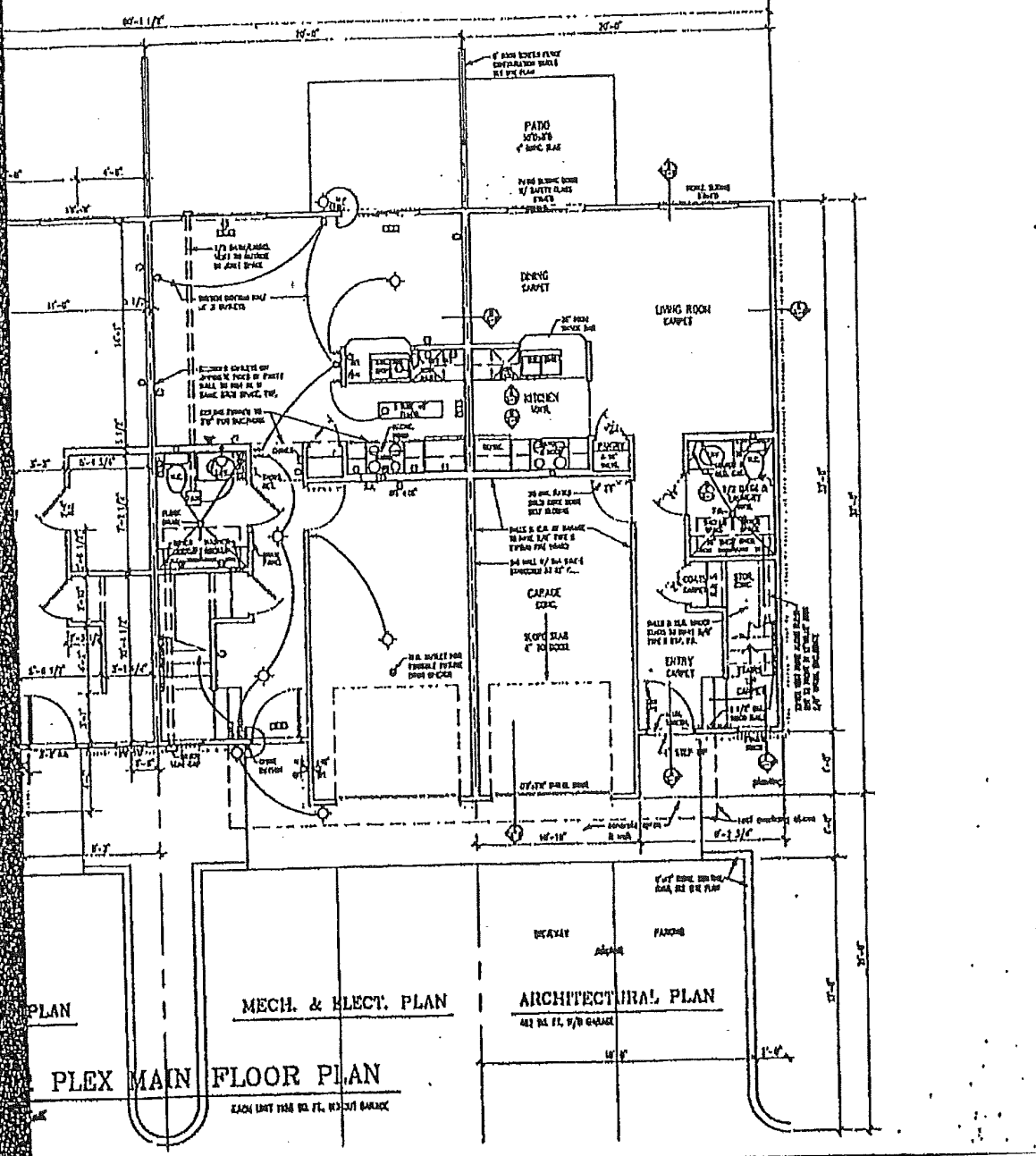
FLOOR & LOWER ROOF FRAMING PLAN	DIMENSION FOUR SCALE 1/4" = 1'-0"
------------------------------------	---



KENNETH LYNN HANSEN ARCHITECT
150 SOUTH 250 EAST, SALT LAKE CITY, UTAH 84111 (505) 477-6505



CONTRACTOR'S NOTE: THIS PLAN IS FOR INFORMATION ONLY. ANY CHANGES TO BE MADE BY THE CONTRACTOR ARE TO BE MADE BY THE CONTRACTOR'S OWNERS. ANY CHANGES TO BE MADE BY THE CONTRACTOR ARE TO BE MADE BY THE CONTRACTOR'S OWNERS.



FOUR PLEX MAIN FLOOR PLAN
ARCADIA GREEN TOWNHOMES
540 EAST 4000 SOUTH, SALT LAKE COUNTY, UTAH
FOR THE NELSON TRACT DEVELOPER

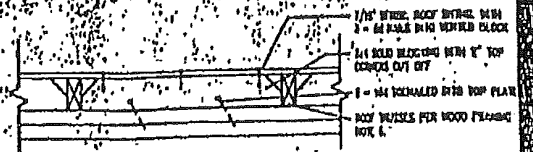
REVISED: _____

DATE: JUNE 4, 1994

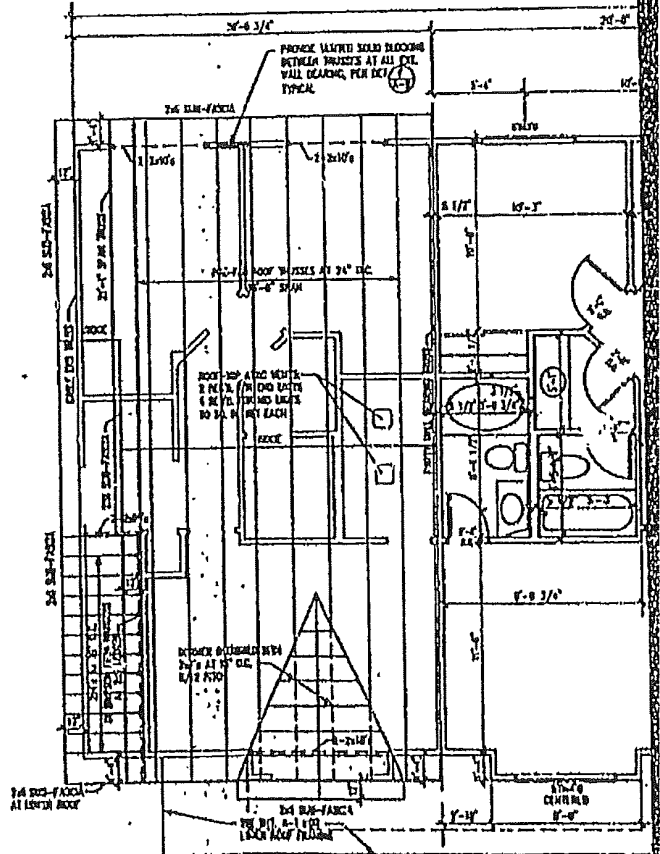
BY: KLH

CHECKED BY: _____

SCALE: **A-1**



(F) VERTICAL BLOCKING DET.
1 1/2" x 4'-0"

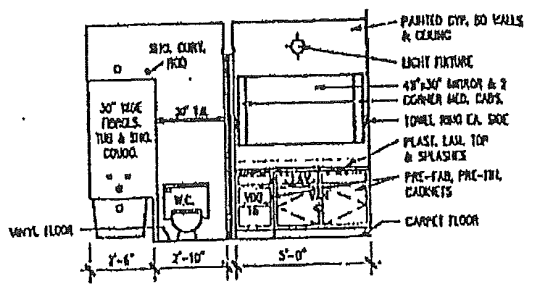


ROOF FRAMING PLAN

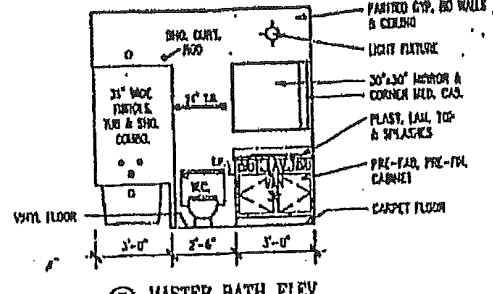
DIMENSION

FOUR

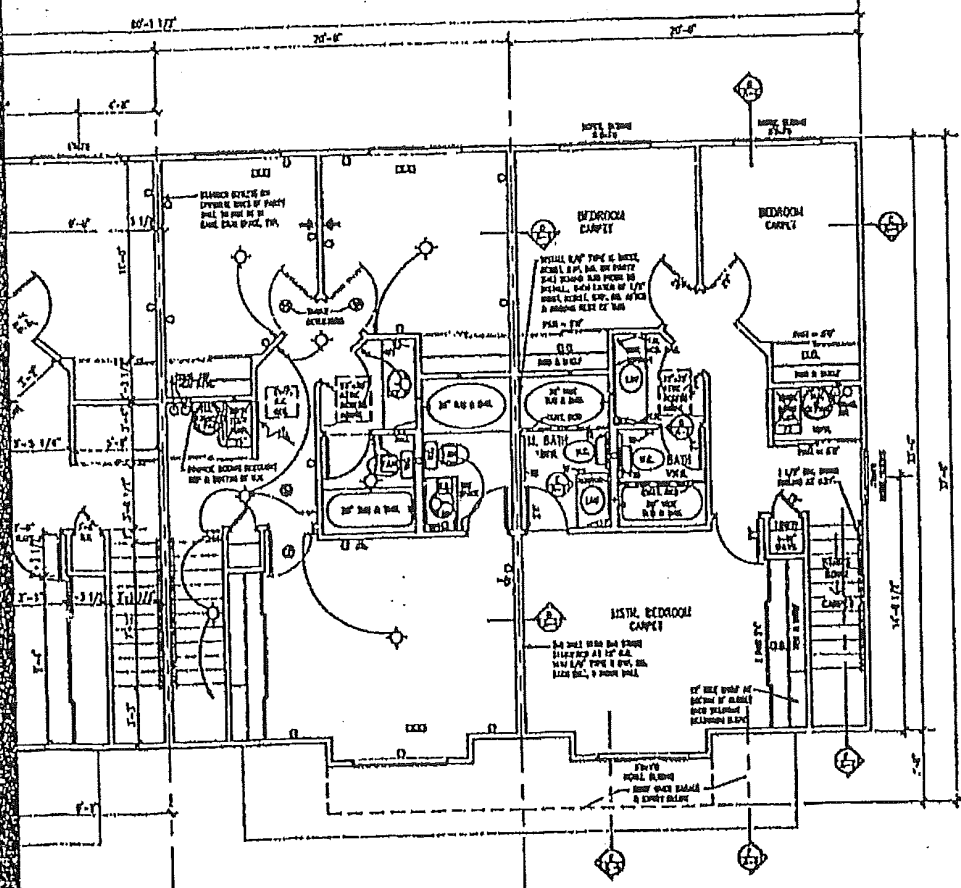
SCALE 1/4" = 1'-0"



(D) BATH & VANITY ELEV.
3/8" = 1'-0"



(E) MASTER BATH ELEV.
3/8" = 1'-0"



PLAN **MECH. & ELECT. PLAN** **ARCHITECTURAL PLAN**
641 861 PL. 2ND LEVEL

PLEX UPPER LEVEL PLAN
FOR # 1 & 2 PLEX(1) ADD DOUBLE UNIT OF INCREASES

KENNETH LYNN HANSEN
ARCHITECT
6543 STATE STREET EAST SUITE 201, DENVER, CO 80221 (303) 557-1500



CONTRACTOR & OWNER TO VERIFY THAT ALL WORK IS ACCORDING TO THESE PLANS AND TO SIGN OFF ON ALL WORK. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CHANGES OR OMISSIONS MADE BY THE CONTRACTOR OR OWNER.

FOUR PLEX UPPER FLOOR PLAN
ARCADIA GREEN TOWNHOMES
NO PART OF THESE PLANS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE	APR 6, 1991
FILE	100 0 100 0 100 0
SHEET NUMBER	A-2

EXHIBIT D

SHARES OF COMMON EXPENSES

SHARES OF COMMON EXPENSES

<u>Unit Number</u>	<u>Share of Common Expenses</u>	<u>Unit Number</u>	<u>Share of Common Expenses</u>
1	2.0833%	42	2.0833%
2	2.0833%	43	2.0833%
3	2.0833%	44	2.0833%
4	2.0833%	45	2.0833%
5	2.0833%	46	2.0833%
6	2.0833%	47	2.0833%
7	2.0833%	48	2.0833%
8	2.0833%		
9	2.0833%		
10	2.0833%		
11	2.0833%		
12	2.0833%		
13	2.0833%		
14	2.0833%		
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38	2.0833%		
39	2.0833%		
40	2.0833%		
41	2.0833%		