

12869

AMENDED DECLARATION
FOR
GARDEN VILLA APARTMENT HOMES CONDOMINIUM PROJECT

This Amended Declaration is made and executed as of August 12th, 1965, by GARDEN VILLA DEVELOPMENT COMPANY, a Utah Corporation, hereinafter designated and referred to as "declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, declarant is the owner of the following described real property situated in Utah County, State of Utah, to-wit:

Beginning at a point on the South side of 2100 North Street, said point being North 189.99 ft., East 253.71 ft., and N86° 10' E 119.56 ft. from the S.W. corner of Section 30, T. 6S., R.3.E., Salt Lake Base and Meridian; running thence N 86°10'E 353.54 ft. to a point on a 245.03 ft. radius curve to the left; thence North-easterly 93.56 ft. along the arc of said curve to a point of tangency on the West boundary of Pleasant Village Subdivision; thence along said boundary S 4° 56'E 169.44 ft.; thence S 60° 20' West 61.00 ft., thence S 77°31'W 84.91 ft., thence south 28.00 ft. to a point on the south line of Section 30, T6S, R3E, S.L.B. & M.; thence West 238.25 ft. along said section line; thence N 44° 30'W 118.61 ft., thence North 113.38 ft. to the point of beginning.

Also: Beginning at a point which is North 240.15 ft. and East 254.46 ft. from the Southwest corner of section 30, T. 6S., R.3E., Salt Lake Base & Meridian; and running thence N 0° 50'E 337.43 ft., thence South 89°10' E 4.00 ft., thence N 0° 50' E 223.79 ft., thence South 89°10' E 209.28 ft., thence North 0° 50'E 76.5'ft. to the South line of Rock Canyon Road, thence East along said South line of road 153.10' ft., thence South 153.74 ft., thence North 84° 55' E 143.71 ft., thence S 4° 56'E 428.23 ft. to a point on the north line of 2100 North Street, thence southwesterly along a curve to the right having a radius of 268.45 ft. for an arc length of 17.21 ft., thence S 68° 01'20" W 41.88 ft. to point of a 176.29 ft radius curve to the right, thence southwesterly along the arc of said curve 55.83 ft. thence S 86° 10' W 158.94 ft, thence N 3°50'W 115.00 ft., thence S 86° 10'W 80.00 ft., thence S 3° 50' E 115.00 ft., thence S 86°10'W 209.37 ft. to the point of beginning.

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and,

WHEREAS, declarant has constructed or is in the process of constructing certain apartment home buildings and certain other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in its amended record of survey map recorded herewith consisting of four (4) sheets, prepared and certified to by Larry M. Buttars, a duly registered Utah land surveyor, and

WHEREAS, declarant desires by filing this Amended Declaration and the aforesaid amended record of survey map to submit the above described property and the apartment home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as GARDEN VILLA APARTMENT HOMES, and

WHEREAS, declarant desires and intends to sell the fee title to the individual apartment home units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant to each of said apartment home units, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and observed,

NOW, THEREFORE, for such purposes, declarant hereby makes the following amended declaration, respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property admitted to said condominium project shall hereafter be subject:

1. Declarant hereby admits the above described property and apartment home buildings and other improvements constructed and to be constructed thereon, together with all appurtenances thereto, to the provisions of the Condominium Ownership Act as a condominium project, to be known as GARDEN VILLA APARTMENT HOMES. This Amended Declaration is submitted in accordance with the terms and provisions of said Act; and shall be construed in accordance therewith. For the purposes of this Amended Declaration all words, terms and phrases used herein shall be construed and defined as the same are used and defined in Section 57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and unless another meaning is clear and obvious.

2. This Amended Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby admitted to the condominium project and shall be binding upon the declarant and its successors and assigns, and upon all subsequent owners and encumbrancers of all or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

3. The condominium project shall consist of fourteen (14) apartment home buildings, swimming pool, tennis court, garden shelter, and carports as shown by the amended record of survey map recorded herewith, constructed principally of brick, concrete, steel and glass, located upon the land described above. Apartment home buildings designated as numbers 1 and 5 shall be two-story buildings and apartment home buildings numbers 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall be one-story only. Apartment home building number 3 shall have basements as a part of apartments 1 and 5 in said building.

4. To establish a plan of condominium ownership for said condominium project, the condominium project is hereby divided into the apartment units described in Amended Exhibit "A" attached hereto and by reference made a part

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hereof, which apartment units, together with their appurtenant interests in the common areas and facilities and limited common areas and facilities shall constitute separate freehold estates for all purposes provided by the said Act.

5. In the event any portion of the common areas and facilities encroaches upon any of the apartment units, a valid easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments will be permitted as required, upon the apartment units, and easements for such encroachments, and for the maintenance of same shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

6. Unit owners shall not, without the written consent of the management committee, occupy or use the apartment home, or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling, and shall not permit or suffer anything to be done or kept in the apartment which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. Unit owners shall comply with all laws, ordinances, by-laws, and rules and regulations with respect to the occupancy or use of the respective apartments. They shall not permit or suffer anything to be done or kept in the apartments which will increase the rate of fire insurance on the project, and if, by reason of the occupancy or use of an apartment, the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the apartment.

7. The common areas and facilities as defined in Section 57-8-3 (5) Utah Code Annotated, 1953, as amended, and/or as shown on the amended record of survey map are hereby set aside for the use and benefit of the respective unit owners in accordance with and for all purposes provided by the Condominium Ownership Act; provided, however, that patios, carports, storage spaces and balconies obviously intended for use by particular units as shown on the amended record of survey map are hereby declared to be limited common areas and facilities for use by such particular unit or units as indicated on said amended record of survey map to the exclusion of other units.

8. The owner or owners of each apartment unit shall own an undivided interest in the common areas and facilities as set forth in Amended Exhibit "A" attached hereto and made a part hereof. Of the total value of the entire condominium project, each of the apartment units represents the undivided percentage thereof expressed in Amended Exhibit "A" for all purposes of the Condominium Ownership Act.

9. The undivided ownership interest in the common areas and facilities appurtenant to each apartment unit as set forth in paragraph numbered 8 above shall be and remain appurtenant to such unit from and after the filing of this Amended Declaration and said interest may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this Amended Declaration and the provisions of the Condominium Ownership Act and shall not be separated from such apartment units or be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the apartment unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the apartment unit itself.

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10. The condominium project including the common areas and facilities appurtenant thereto shall be managed, operated, and maintained by a management committee as provided in the Condominium Ownership Act and the by-laws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee may with the consent of a majority of the unit owners engage the services of a manager and enter into management contracts.

11. All agreements and determinations respecting the condominium project lawfully made and/or entered into by the management committee shall be binding upon all of the unit owners and upon their successors and assigns.

12. Except as otherwise provided by law, the unit owners shall have the right to amend this amended declaration and/or the amended record of survey map upon the approval and consent of unit owners representing the ownership of not less than thirty (30) apartment units, which consent and approval shall be by duly executed and recorded instruments.

13. In the event the condominium project is destroyed or damaged to the extent of Seventy-five per cent (75%) or less, of the value thereof, the management committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage and the committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the condominium project is destroyed or damaged to the extent of more than seventy-five per cent (75%) of the value thereof, the unit owners shall, at a meeting duly and regularly called by the committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. The determination, under this paragraph, of the extent of any damage to the project shall be made by a group of three (3) AIA appraisers who shall be selected by the committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the project, the decision of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than thirty (30) of the apartment units agree to the withdrawal of the condominium project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in the same percentage as their undivided interests in the common areas and facilities as set forth in Amended Exhibit "A".

14. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on their respective apartment units and upon such personal property as may be located therein, as they shall deem to be necessary and adequate; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on an apartment unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

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15. Each unit owner, tenant, and/or occupant of an apartment unit shall comply with the provisions of the Act, this Amended Declaration, the by-laws governing the administration of the project, the administrative rules and regulations duly adopted pursuant thereto, and all agreements and determinations lawfully made and/or entered into by the committee, including any amendments thereto, and any failure to comply with the same shall be grounds for an action by the committee to recover any loss or damage resulting therefrom or for injunctive relief.

16. The management committee shall have, and is hereby given the authority to grant such easements over and across the common areas and facilities as shall be determined by said committee to be in the interests of the unit owners.

17. FRANK H. GARDNER, whose place of business is at 290 West Center, Provo, Utah, is hereby designated as the person to receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the management committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Utah County, State of Utah.

18. The provisions of this Amended Declaration shall be in addition and supplemental to the provisions of the Condominium Ownership Act, as the same now exists or may be amended from time to time.

19. If any provision of this Amended Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

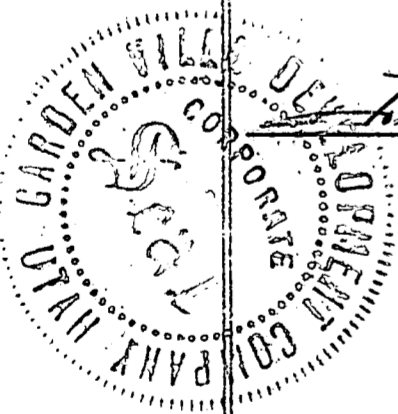
20. This Amended Declaration shall take effect upon recording as provided by the Condominium Ownership Act.

Made and executed as of the day and year first above written.

GARDEN VILLA DEVELOPMENT COMPANY

By *C.E. Hansen*
President

ATTEST:



Frank H. Gardner
Secretary

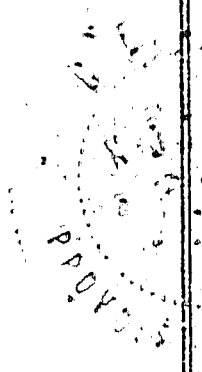
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STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 12th day of August, 1965, personally appeared before me C. E. SLAVENS and FRANK GARDNER, who being by me duly sworn did say: That they are the president and secretary, respectively, of GARDEN VILLA DEVELOPMENT COMPANY, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said C. E. SLAVENS and FRANK GARDNER duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

C. E. Slaven
Notary Public

Residing at Provo, Utah
My Commission Expires: 1-6-69



OWNERS' CONSENT

The undersigned, Myrl Wentz, Marion Bennion, J. Arthur Graham, Velma B. Nash, Ilene M. Webb, Afton Perry, Fisher J. Smith and Marie D. Smith, all of the owners of apartment units in "Garden Villa Apartment Homes, a Condominium Project", located in Provo, Utah, hereby join in the above and foregoing "Amended Declaration for Garden Villa Apartment Homes Condominium Project", and hereby consent that Exhibit "A" of the original "Declaration for Garden Villa Apartment Homes Condominium Project" be amended as provided by "Amended Exhibit "A", attached to and made a part of the foregoing Amended Declaration, and that the percentage of ownership of the undersigned in the common area and facilities as expressed in Exhibit "A" of the original Declaration, be diminished in accordance with Amended Exhibit "A" of the Amended Declaration.

This consent and joining in the recording of the above and foregoing Amended Declaration for Garden Villa Apartment Homes Condominium Project is given and done by the undersigned in accordance with the provisions of paragraphs 9 and 10 of the original "Declaration for Garden Villa Apartment Homes Condominium Project", wherein it is provided that the undersigned, by acceptance of a Deed to a unit in the Condominium Project, irrevocably consented to the recording of, and agreed to sign this Amended Declaration whereby the land described in paragraph 10 of the original Declaration could be added to and become a part of the Condominium Project.

Made and executed this 12th day of August, 1965.

Myrl Wentz _____ *Ilene M. Webb* _____
Marion Bennion _____ *Afton Perry* _____
J. Arthur Graham _____ *Fisher J. Smith* _____
Velma B. Nash _____ *Marie D. Smith* _____

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STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 12th day of August, 1965, personally appeared before me, Myrle Wentz, Marion Bennion, J. Arthur Graham, Velma B. Nash, Ilene M. Webb, Afton Perry, Fisher J. Smith and Marie D. Smith, the signers of the above instrument, who duly acknowledged to me that they executed the same.

A. E. Beech
Notary Public

Residing at Provo, Utah
My Commission Expires: Jan. 6, 1969



AMENDED EXHIBIT 'A'

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|-----------------------|-----------------------------------|-----------------|--|---|
| ✓ Apt. 1, Building 1 | 860 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 1 | 860 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 1 | 860 | 5 | 0.9% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 1 | 860 | 5 | 0.9% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 1, Building 2 | 1146 | 5 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 2 | 1198 | 7 | 1.3% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 2 | 660 | 4 | 0.7% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 2 | 1195 | 4 | 1.3% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 1, Building 3 | 954(plus basement area) | 6 | 1.0% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 3 | 860 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 3 | 672 | 4 | 0.7% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 3 | 672 | 4 | 0.7% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 5, Building 3 | 960(plus basement area) | 4 | 0.7% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 1, Building 4 | 1233 | 5 | 1.0% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 4 | 1187 | 6 | 1.3% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 4 | 1187 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 4 | 912 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 5, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 6, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 7, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 8, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 9, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 10, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 11, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 12, Building 4 | 912 | 5 | 0.9% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 1, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 5, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 6, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 7, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 8, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 9, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 10, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 11, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 12, Building 5 | 1056 | 6 | 1.1% | Second Floor as shown on Record of Survey Map |
| ✓ Apt. 1, Building 6 | 1187 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 2, Building 6 | 1187 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 3, Building 6 | 1187 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |
| ✓ Apt. 4, Building 6 | 1187 | 7 | 1.2% | Ground Floor as shown on Record of Survey Map |

AMENDED EXHIBIT "A" Continued

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|---------------------|--|-----------------|--|--|
| Apt. 1, Building 7 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 2, Building 7 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 3, Building 7 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 4, Building 8 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 5, Building 8 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 6, Building 8 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 7, Building 8 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 8, Building 8 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 9, Building 8 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 10, Building 9 | 1112(plus basement area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 11, Building 9 | 1112(plus basement area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |

AMENDED EXHIBIT "A" Continued Page 2

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|----------------------|--|-----------------|--|--|
| Apt. 12, Building 9 | 1112(plus basement area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 13, Building 9 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 14, Building 10 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 15, Building 10 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 16, Building 10 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 17, Building 10 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 18, Building 10 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 19, Building 11 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 20, Building 11 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 21, Building 11 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |

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AMENDED EXHIBIT "A" Continued Page 3

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|------------------------|---|-----------------|--|--|
| ✓ Apt. 22, Building 11 | 1510 square feet 755 each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 23, Building 11 | 1510 square feet 755 each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 24, Building 12 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 25, Building 12 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 26, Building 12 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 27, Building 12 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 28, Building 12 | 1510 square feet 755 on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 29, Building 12 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 30, Building 12 | 1112 square feet 556 on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 31, Building 13 | 1510(plus base- ment area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 32, Building 13 | 1510(plus base- ment area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 33, Building 13 | 1510(plus base- ment area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 34, Building 13 | 1112(plus base- ment area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| ✓ Apt. 35, Building 13 | 1112(plus base- ment area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |

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AMENDED EXHIBIT "A" Continued Page 4

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|----------------------|--|-----------------|--|--|
| Apt. 36, Building 13 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 37, Building 13 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 38, Building 14 | 1112(plus basement area) 556 square feet on each floor | 7 | 1.1% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 39, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 40, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 41, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 42, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 43, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 44, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |

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AMENDED EXHIBIT 'A' Continued Page 5

| Unit Designation | Approximate Number of Square Feet | Number of Rooms | Percentage of Owner-Ship in Common Area and Facilities | Location |
|----------------------|--|-----------------|--|--|
| Apt. 45, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |
| Apt. 46, Building 14 | 1510(plus basement area) 755 square feet on each floor | 11 | 1.5% | Ground & Second Floor as shown on Record of Survey Map |

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THELMA VEST SHURTWALTE
2124H COUNTY RECORDER

Thelma Vest Shurtwalte

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