

B. PWV Associates, a Utah Limited Partnership, executed that certain Enabling Declaration of Covenants, Conditions and Restrictions of Park West Village Plat "B" Planned Unit Development dated June 30, 1981 and recorded in the official records of the Summit County Recorder, State of Utah, on July 16, 1981 as Entry No. 181678 in Book M193 at page 318 et seq. (Hereinafter the "Enabling Declaration").

C. Concepts, Inc., a Utah corporation, executed that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Park West Village Plat "D" Planned Unit Development and Park West Village Plat "B" Planned Unit Development dated August 26, 1982 and recorded in the official records of the Summit County Recorder, State of Utah, on August 27, 1982 as Entry No. 195277 in Book M230 at page 801 et seq. (Hereinafter the "Supplementary Declaration".) (Hereinafter the Enabling Declaration and the Supplementary Declaration shall be referred to collectively as the "Declaration".)

D. The Declaration presently effects that certain real property located in Summit County, Utah, more particularly described as follows:

Lots 19 through 42, Park West Village Plat "B" Planned Unit Development, according to the official plat thereof, recorded in the office of the Summit County Recorder, Summit County, Utah.

Lots 56 through 61, Park West Village Plat "D" Planned Unit Development, according to the official plat thereof, recorded in the office of the Summit County Recorder, Summit County, Utah.

E. Declarant is a nonprofit corporation incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions of a Homeowner's Association as specified in the Declaration.

F. Article VII of the Enabling Declaration anticipates that the Subject Real Property will be annexed to and become subject to the Declaration and be governed by the Declarant.

G. Article VIII of the Enabling Declaration provides that the Subject Real Property may be annexed to and become a part of the Project, without the consent or vote of the members of Declarant, upon the execution and recording of a supplement to the Declaration.

H. Declarant desires that the Subject Real Property be annexed to the Project as a common area and become subject to the Declaration and subject to the jurisdiction of the Declarant in its capacity as a Homeowners' Association.

I. Declarant specifically does not desire to alter, amend or reallocate the percentage of undivided interest of the Owners (as "Owners" is defined in the Declaration) in the common areas and facilities (as defined in the Declaration) and this Supplement shall not be deemed to alter, amend or reallocate the percentage of undivided interest of the Owners in the common areas and facilities.

NOW, THEREFORE, Declarant hereby states that all of the Subject Real Property is to be held, conveyed, hypothecated, sold, encumbered, used, occupied and improved subject to the following

limitations, restrictions, conditions, covenants and easements, all of which are declared to be in furtherance of the improvement of the Project and for the benefit of the Owners thereof, their successors and assigns. All of the provisions contained herein, including without limitation, the uses, easements, obligations, covenants, conditions and restrictions, are hereby imposed as equitable servitudes upon the Subject Real Property, and shall run with the land and shall be binding on and for the benefit of the Subject Real Property and all parties having or acquiring any right, title or interest therein, or any part thereof, as well as any successors, assigns or representatives.

ARTICLE I

ANNEXATION TO DECLARATION

1.1 Annexation. The Subject Real Property is hereby annexed to and shall be subject to the provisions of the Declaration, which Declaration is recorded in the official records of the Summit County Recorder, State of Utah as more fully described above.

1.2 Recordation and Effect. The recordation of this Supplement shall constitute and effectuate the annexation of the Subject Real Property to the Project, and shall subject the Subject Real Property to the provisions of the Declaration, and to the jurisdiction, powers and functions of the Declarant in its capacity as a Homeowner's Association.

1.3 Undivided Interest in the Common Areas and Facilities. The Subject Real Property is being annexed to the

Project solely as additional common areas. Therefore, it is unnecessary to modify, amend or reallocate the Owner's undivided interests in the common areas and facilities and this Supplement specifically does not modify, amend or reallocate the Owner's respective interest in the common areas and facilities.

ARTICLE II

MISCELLANEOUS

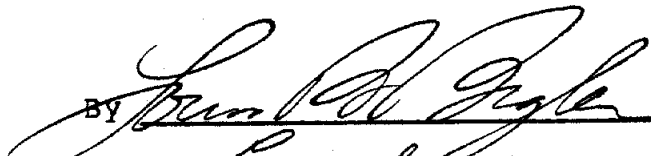
2.1 Definitions. Unless specifically defined herein or the context otherwise dictates, the terms and definitions used herein shall have the same meanings as set forth in the Declaration. The definitions used in the Declaration shall be expanded to encompass the annexation of the Subject Real Property.

2.2 Full Force and Effect. Except as amended herein, the provisions of the Declaration shall remain in full force and effect.

2.3 Conflict. In the event of any conflict between the provisions of this Supplement and the provisions of the Declaration, the provisions of this Supplement shall govern.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first written above.

PLAT "B" AND "D" VILLAGE
HOMEOWNERS ASSOCIATION, a Utah
nonprofit corporation

BY 
Its President

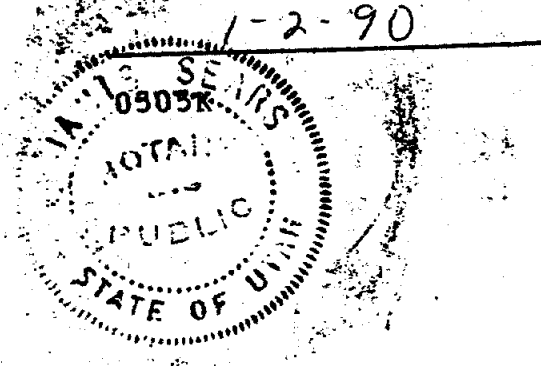
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15 day of MARCH, 1986, personally appeared before me Louis B. Bigler, who being by me duly sworn, did say that he is the President of Plat "B" and "D" Village Homeowners Association, a Utah nonprofit corporation, and that said instrument was signed in behalf of said nonprofit corporation by authority of its bylaws or a resolution of its Board of Directors, and said Louis B. Bigler acknowledged to me that said nonprofit corporation executed the same.

Doris Jean
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:

1-2-90



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