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SECOND

SUPPLEMENTARY DECLARATION OF

AND

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE ORCHARD OF COUNTRY WOODS

(An Expandable Condominium Project)

REF. SECOND. INC. CO.  
*Wayne Harper*  
*Wayne Harper*

135<sup>00</sup>

DEC 9 2 24 PM '82

KATH L. GIBSON  
RECORDER  
SALT LAKE COUNTY  
UTAH

THIS SECOND SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 8TH day of December, 1982, by PROSWOOD, INC., a Utah Corporation hereinafter referred to as "Declarant").

R E C I T A L S:

A. On September 19, 1979, Declarant made and executed a Declaration of Covenants, Conditions and Restrictions of the Orchard of Country Woods (an Expandable Condominium Project) (hereinafter referred to as "the Declaration") as part of a Plan for the Orchard of Country Woods Condominium Project (hereinafter referred to as "the Project"), which Declaration was recorded in the Office of the County Recorder of Salt Lake County, State of Utah, on September 20, 1979 in Book 4948 at Page 240 and following as Entry No. 3339570. The Declaration and the Original Map submitted to the provisions of the Act the following described real property situated in Salt Lake County, State of Utah, to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

B. Under Article III, Section 27 of the Declaration, Declarant reserved the right to expand the Project until the seventh anniversary of the recording of the Declaration.

C. On June 16, 1981, Declarant executed an instrument entitled "First Supplementary Declaration to the Declaration of Condominium for the Orchard of Country Woods (an Expandable Condominium), hereinafter referred to as the "First Supplementary Declaration." The First Supplementary Declaration was recorded in the Official Records of Salt Lake County, Utah on June 16, 1981 in Book 5261 at Page 985 et seq. as Entry No. 3576468. Concurrently with the recording of the First Supplementary Declaration, there was recorded an "Supplemental Record of Survey Map of Phase II," hereinafter the "Phase II Map," in Book 81-6-102 as Entry No. 3576469 .

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The First Supplementary Declaration and the Phase II Map submitted to the provisions of the Act the following described tract of real property in Salt Lake County, State of Utah:

See Exhibit "A-1" attached hereto and incorporated herein by this reference.

D. Declarant is the record owner of the real property described in Article II ("Phase III Land") of this Second Supplementary Declaration. Phase III Land is a portion of the Additional Land described in the Declaration. This Second Supplementary Declaration seeks to comply in every way with the expansion provisions of the Declaration and applies to the Declaration and First Supplementary Declaration and to no other Declaration. The Record of Survey Map Phase III of the Project ("Phase III Map"), which also describes the Phase III Land, recorded herewith, consisting of four sheets, prepared and certified to by Dean Bain Mortensen, a duly registered Land Surveyor, upon recordation, effects second expansion of the Project.

E. It is the intent of the Declarant that the Phase III Land shall become subject to the Declaration, First Supplementary Declaration and the Act. To this end and for the benefit of the Project and the Owners thereof, Declarant makes this Second Supplementary Declaration.

F. There currently exists in the Project one-hundred-seventy-six (176) Units and Common Areas. This Second Supplementary Declaration and the Phase III Map expands the Project to include thirty-two (32) Additional Units and Common Areas, all as depicted on the Phase III Map. After the recording of the Phase III Map and this Second Supplementary Declaration, there will be two-hundred-eight (208) Units and Common Areas.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Second Supplementary Declaration:

#### I. DEFINITIONS

Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in Article I of the Declaration and First Supplementary Declaration shall have such defined meanings when used in this Second Supplementary Declaration; provided, however, when used in this Second Supplementary Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Declaration shall mean and refer to the original Declaration and First Supplementary Declaration of and Amendment to Covenants, Conditions and Restrictions of the Orchard of Country Woods (an Expandable Condominium Project).

2. Second Supplementary Declaration or Second Amended Declaration shall mean and refer to this Second Supplementary Declaration of and Amendment to Covenants, Conditions, and Restrictions of the Orchard of Country Woods (an Expandable Condominium Project).

3. Administrator shall mean and refer to the Administrator of the Veterans Administration, an agency of the government of the United States of America.

## II. SUBMISSION

There is hereby submitted to the provisions of the Act, as additional tract associated with the Project, the following described parcels of real property situated in Salt Lake County, State of Utah:

Begin at a point S89°59'31" W 931.05 feet, S 0°01'30" E 1419.00 feet along the monument line of 900 East Street, East 1719.13 feet, from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence S 21°07'38" W 129.61 feet to a point on a 84.00 foot radius curve to the right (radius point bears S 21°07'38" W), thence Southerly along the arc of said curve 91.13 feet through a central angle of 62°09'22" to the point of tangency with a 206.00 foot radius curve to the left, thence Southeasterly along the arc of said curve 246.04 feet through a central angle of 68°26'00" to the point of tangency with a 299.00 foot radius curve to the right, thence Southeasterly along the arc of said curve 66.44 feet through a central angle of 12°43'53" to a point on the boundary of Parcel B. The Orchard of Countrywoods Phase II, thence along said boundary N 27°34'53" E 162.27 feet, thence leaving said boundary N 44°26'00" W 235.00 feet, thence N 61°34'00" W 143.40 feet, thence N 28°00'00" W 9.67 feet to the point of beginning.

Contains 1,549 Acres

## III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following Covenants, Conditions and Restrictions:

1. Descriptions of Improvements. The improvements contained in the Project are now or will be located upon the Land. The significant improvements contained in the Project (other than improvements located on or otherwise associated with remaining portion of the Additional Land)

includes four (4) Buildings (which contain 32 Units, 32 parking spaces and 32 storage rooms), and concrete sidewalks or walkways, all being similar to those in the initial phase of the Project. The location and configuration of said improvements are shown on the Map. The Project (excluding that portion thereof located on or otherwise associated with the remaining portion of the Additional Land) also contains other improvements such as outdoor lighting, landscaping and fencing, all of which are to be of the type and in the location reasonably determined to be appropriate by Declarant. The Map shows the basement with parking spaces and storage rooms as Limited Common Areas, the number of stories, and the number of Units which are included in each of the Buildings included in this phase of the Project. Said Buildings are substantially identical to those in the first two phases and are composed of the following building materials: wood frame with load and non-load bearing walls studded with wood; basement walls and floors of concrete; two by four (2X4) stud walls; prefabricated wood floor trusses, prefabricated wood truss roof with asphalt shingles; floor surface of gypcrete over plywood sub-floor; interior walls of gypsum board and exterior walls of frame with stucco and cedar trim.

2. Description and Legal Status of Units. The Phase III Map shows the Unit designation of each Unit located within the boundaries of this phase, its location, dimension from which its size may be determined, the Common Areas to which it has immediate access, and other pertinent information.

3. Limited Common Areas. The Limited Common Areas which are contained in this Phase and the respective Units to which the exclusive use of such Limited Common Areas appertain consist of: (i) balcony attached or adjacent to each Unit, (ii) thirty-two (32) parking spaces, each designated by capital letters, located on the basement level of each Building, and (iii) the 32 storage spaces also located in the basement of each Building as shown on Phase III Map.

4. Computation of Percentage Interest. The Percentage Interest of each Unit, at any point in time, is equal to the ratio between the Par Value of such Unit and the aggregate Par Value of all Units then included in the Project. The Percentage Interest which becomes appurtenant, with this Second Supplementary Declaration has been recomputed in the aforesaid manner and is depicted in the "Second Revised Exhibit "B"" hereto attached and made a part hereof applicable to all Units with the addition of this phase of the Project. Upon future expansion(s) of the Project, the Percentage Interest appurtenant to each Unit then contained in the Project may be recomputed and revised only through use of the formula described at the outset of this Section 4 of Article III.

5. Contents of Second Revised Exhibit "B". Second Revised

Exhibit "B" to this Second Supplementary Declaration contains the following information with respect to each Unit contained in the Project as expanded (other than within the remaining portion of the Additional Land): (i) The Unit Designation; (ii) The Par Value of the Unit; and (iii) The revised Percentage Interest which is appurtenant to the Units after the expansion accomplished by this Second Supplementary Declaration.

### III. AMENDMENTS OF THE DECLARATION

Under Paragraph 29 of Article III of the Declaration, Declarant reserved the right unilaterally to amend the Declaration until all but five Units of the entire Project have been sold. Declarant is Owner of more than five Units of the entire Project. It is in the best interests of each Unit Owner that mortgage loan financing for Units contained in the Project be available both readily and upon terms which, in general, are as favorable as possible in light of existing market conditions. In view of this fact, Declarant considers it appropriate, if not essential, to take such reasonable steps as may be necessary to make Units in the Project as attractive as possible. To enhance such goal, Declarant has concluded that the Declaration should be amended in certain respects as hereinafter contained which may significantly advance the interests of each Unit Owner, but will not substantially and adversely affect the interests of the Association of Unit Owners.

Accordingly, Declarant hereby amends Article III of the Declaration as follows:

1. Delete in its entirety Section 13(c) entitled "Use of Units and Common Areas" and the following is substituted in lieu thereof:

13. Use of Units and Common Areas.

(c) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Committee, but for such activity, would pay, without the prior written consent of the Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No activities shall be carried on or permitted in any Unit or in

the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project, including but not limited to any activity which would be considered illegal, dangerous to life or limb, noxious, destructive to property, obscene or offensive to a reasonable person."

2. Delete in its entirety Section 14(a) entitled "Status and General Authority of Committee" and the following is substituted in lieu thereof:

"14. Status and General Authority of Committee.

(a) The authority, with the vote or consent of the Unit Owners or of any other person(s) to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities."

3. Delete in its entirety Section 16(a) and (b) entitled "Composition of Management Committee" and the following is substituted in lieu thereof:

"16. Composition of Management Committee.

(a) Units to which an aggregate of at least three-fourths (3/4) of the Percentage Interest then appurtenant have been conveyed by the Declarant to Unit Purchasers; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Control of the Management Committee shall be transferred by the Declarant to the Association within one-hundred-twenty (120) days after the date by which three-fourths (3/4) of the Percentage Interest then appurtenant have been conveyed by the Declarant to Unit purchasers."

4. Delete in its entirety Section 17(c) entitled "Notice of Annual Assessments and Time for Payment Thereof" and the following is substituted in lieu thereof:

"17. Agreement to Pay Assessment.

(c) Notice of Annual Assessments and Time for Payment Thereof. Each time a legal title to a Unit (including a Unit located within the boundaries of the Additional Land) passes from one person to another, within thirty (30) days after the effective date of such title transaction the new Unit Owner shall pay to the Committee, in addition to

any other required amount, the sum of Fifty (\$50.00) Dollars or such other reasonable sum as the Committee deems proper for administrative costs for the expense of servicing the account and processing the papers. The provisions for payment of the assessments shall apply to the collection of such sum. The sums received by the Committee pursuant to this Paragraph shall be held by it as a contingency reserve and shall be used at such times and for such purposes as the Committee may determine."

5. Delete in its entirety Section 19(c) entitled "Insurance" and the following is substituted in lieu thereof:

"19. Insurance.

(c) The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Committee Members, Manager (including, but not limited to employees of professional managers) employees, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the obligee and shall be written in an amount equal to at least the estimated maximum of funds, including reserve funds, in the custody of the Association or the Committee Members or Manager at any given time during the term of the fidelity bond. Provided, however, the bond shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds unless a greater amount is required by a majority of the Mortgagees or their designees. In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. All fidelity bond coverage shall provide that they may not be cancelled or substantially modified (including cancellation for non payment of premium) without at least thirty (30) days' prior written notice to the servicer on behalf of Mortgagees."

6. Delete in its entirety Section 21(a) entitled "Reservation of Option to Expand" and the following is substituted in lieu thereof:

"21. (a) Reservation of Option to Expand. Declarant hereby reserves the option until the seventh (7th) anniversary of the recording of this Declaration to expand and add any or all portions of the Additional Land to the Project from time to time, at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area described on Exhibit "B" to the original Declaration and so long as the additions are in compliance with this Second Supplementary Declaration and Section 57-8-13.6 of the Act, as the Act may be amended from time to time. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant or Association, if control has been transferred by Declarant to the Association as set forth in Article III, Section 16, of an amendment to this Second Supplementary Declaration by which the provisions of such amendment terminates the right

to expand."

7. Delete in its entirety Section 21(f) which is unentitled in the original Declaration and the following is substituted in lieu thereof:

"(f) Maximum and Minimum Percentage Interests. Assuming that only Phase I of the original Declaration is completed the minimum number of Units would be one-hundred-thirty-six (136) and the maximum Percentage Interest of each Unit would be .7635 Percent. Assuming all Phases are completed and all Additional Land is added to the Project the maximum number of Units shall be two-hundred-thirty-two (232) and the minimum Percentage Interest of each Unit would be .3418 Percent. Provided, however, the number of Units actually constructed and the actual Percentage Interest of each Unit may actually be somewhere in between."

8. Delete in its entirety Section 22(b) entitled "Certain Provisions Applicable to Declarant" and the following is substituted in lieu thereof:

"22. Certain Provisions Applicable to Declarant.

(b) No amendment may be made to the Second Supplementary Declaration without the written consent of Declarant so long as Declarant retains the ownership of twenty-six (26) percent or more of the Percentage Interest then appurtenant to the Project; provided, however, that the obligation to acquire said written consent of Declarant shall cease on a date seven (7) years from the date of recording of the original Declaration."

9. Delete in its entirety Section 23(a) and (b) entitled "Amendment" and the following is substituted in lieu thereof:

"23. Amendment.

(a) So long as Declarant shall own at least twenty-six (26%) percent of the Percentage Interest then appurtenant to the Project and seven (7) years from the date of the recording of the original Declaration have not expired, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration or the Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or first Mortgagee."

(b) Notwithstanding anything to the contrary contained in the Declaration, including in the immediately preceding sub-Section, neither the insurance provisions of Section 19, the rights of Mortgagee protection provisions of Section 26 the allocation of Percentage Interests on Units in the Additional Land nor the maximum-minimum Percentage Interests in the Common Area provision of Section 21(f), shall be amended without the written



approval of all institutional first Mortgagees."

10. Delete in its entirety Section 25 entitled "Service of Process" and the following is substituted in lieu thereof:

"25. Service of Process. Alan Wood, whose address is 4885 South 900 East, Salt Lake City, Utah, 84117, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the Second Supplementary Declaration relating to the Land most recently added to the Project shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added Land."

11. Delete in its entirety Section 26(b) (e) and (1) entitled "Rights of Mortgagee" and the following is substituted in lieu thereof:

"26. Rights of Mortgagee.

(b) Any Mortgagee who comes into possession of the Unit pursuant to the remedies provided in the Mortgage or Foreclosure of the Mortgage or Deed (or Assignment in Lieu of Foreclosure) shall be exempt from any provision which may exist relating to sale or lease of the Units in the Project.

(e) No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes, which means the initial term of any lease shall be at least six (6) months and no Unit Owner may lease less than the Unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(1) Any agreement for professional management which may be entered into by the Committee or the Association shall provide for a term renewable or otherwise, not exceeding one (1) year and shall also provide that either party, with or without cause, and without payment of any termination fee, may terminate such agreement upon at least thirty (30) days written notice.

12. An entirely new Section 38 entitled "Merger" shall be added and shall read as follows:

"38. Merger. This Condominium Project shall not merge with another or successor Condominium Project without the prior written consent of the Administrator of the Veterans Administration. In addition, the Administrator's final approval of any proposed merger shall not be granted until the other or successor Condominium Project has been legally established and construction completed."

13. An entirely new Section 39 entitled "Liability Insurance" shall be added and shall read as follows:

"39. Liability Insurance. Declarant shall purchase at Declarant's own expense, a liability insurance policy in an amount to be determined by the Administrator of the Veterans Administration to cover any liability to which Owner of previously sold Units might be exposed as a result of future expansion of the Condominium Project. This liability insurance policy shall be endorsed "as Owner's interest might appear."

14. Delete in its entirety Section 4(c) entitled "Common Areas; Limited Common Areas; Maintenance" and the following is substituted in lieu thereof:

"4. Common Areas; Limited Common Areas; Maintenance.

(c) Each Unit Owner shall keep and maintain his balcony and storage space in a clean and orderly condition. Except as herein otherwise provided, the Committee shall provide for such maintenance and operation of the Common Areas as may be reasonably required to make them appropriately usable in connection with the Units and Limited Common Areas and to keep them clean, functional and attractive and in good condition and repair."

#### IV. AMENDMENT TO EXHIBIT "B"

Under Article III, Section 5 of the Declaration of the Orchard of Country Woods Condominium Project, Declarant reserved the right to unilaterally amend the Exhibit until all but five Units of the entire Project have been sold. Declarant is Owner of more than five Units of the entire Project. Accordingly, Declarant hereby amends "Revised Exhibit "B"" in its entirety and the attached "Second Revised Exhibit "B"" is substituted in lieu thereof.

#### V. AMENDMENTS TO THE BY-LAWS (EXHIBIT "D" TO THE DECLARATION)

Under Article VI, Section 1 of the By-Laws of the Orchard of

Country Woods Condominium Project, Declarant reserved the right to unilaterally amend the By-Laws until all but five Units of the entire Project have been sold. Declarant is Owner of more than five Units of the entire Project. Accordingly, Declarant hereby amends the By-Laws as follows:

1. Delete in its entirety Article II, Section 4 entitled "Annual Meeting" and the following is substituted in lieu thereof:

"4. Annual Meeting; First Meeting. The first meeting of the Association after control of the Management Committee shall have been transferred by the Declarant to the Association as set forth in the Second Supplementary Declaration shall be within one-hundred-twenty (120) days after the date by which three-fourths (3/4) of the Percentage Interest then appurtenant have been conveyed by the Declarant to Unit purchasers. The first annual meeting of the Association thereafter shall be held at 7:30 P.M. on the first Tuesday in the next December and on the first Tuesday in December of each succeeding year. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice of meeting at least ten (10) but not more than thirty (30) days before the date of the first meeting and/or annual meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

2. Delete in its entirety Article III, Section 2(a) and (b) entitled "Composition of Management Committee" and the following is substituted in lieu thereof:

"2. Composition of Management Committee.

(a) Units to which aggregate of at least three-fourths (3/4) of the Percentage Interest then appurtenant have been conveyed by Declarant; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Control of the Management Committee shall be transferred by the Declarant to the Association within one-hundred-twenty (120) days after the date by which three-fourths (3/4) of the Percentage Interest then appurtenant have been conveyed by the Declarant to Unit purchasers.

3. Delete in its entirety Article III, Section 14 entitled "Fidelity Bonds" and the following is substituted in lieu thereof:

"14. Fidelity Bonds. The Committee shall require that all

officers, agents (including professional manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds providing fidelity insurance coverage as required by the Declaration."

4. Delete in its entirety Article VI, Section 1 entitled "Amendments" and the following is substituted in lieu thereof:

"1. Amendments. Except as otherwise provided in this Section, these By-Laws may be modified or amended either (i) by a vote of at least fifty-one (51%) percent of the Percentage Interest at any regular or special meeting at which a quorum is present, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the Notice of such meeting or (ii) pursuant to a written instrument duly executed by at least fifty-one (51%) percent of the Percentage Interest, provided, however, that (a) Section 2 of Article III, insofar as it relates to the selection of members of the Committee by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c) This Section 1 of Article VI, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall own twenty-six (26%) percent or more of the Percentage Interest then appurtenant to the Project; provided, however, that the obligation to acquire said written consent of Declarant shall cease on a date seven (7) years from the date of recording of the original Declaration. Furthermore, notwithstanding the foregoing, so long as Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules and Regulations may be adopted which would unreasonably interfere with the construction, display, sale, lease or other disposition of such Unit or Units.

VI. EFFECTIVE DATE

This Second Supplementary Declaration shall take effect upon its being properly signed, executed and filed for record in the Office of the County Recorder of Salt Lake County, State of Utah.

EXECUTED on the day and year first above-written.

PROWSWOOD, INC.

By: 

RICHARD S. PROWS

Title: President

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

On this 8th day of December, 1982, personally appeared before

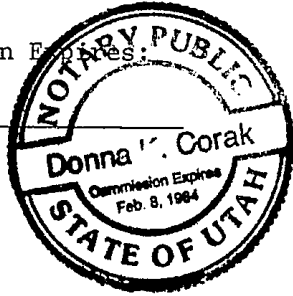
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me, Richard S. Prows, who, being by me duly sworn, did say that he is the President of Prowswood, Inc., and that the within and foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its Board of Directors and said Richard S. Prows acknowledged to me that said Corporation executed the same.

Donna K. Corak  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires:

2/8/84



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EXHIBIT "A"

The Orchard of Country Woods Condominium Project  
(Land Initially Submitted to the Act)

The following described parcel of real property situated  
in Salt Lake County, State of Utah:

Begin at a point S 89°59'31" W 931.05 feet,  
S 0°01'30" E 1419.00 feet along the monument line  
of 900 East Street, East 1315.12 feet, S 11°35'08"  
W 51.89 feet, S 2°00'00" W 174.78 feet, S 14°53'18" E  
217.19 feet and S 30°11'46" E 59.00 feet from the  
Center of Section 20, Township 2 South, Range 1 East,  
Salt Lake Base and Meridian and running thence  
N 62°20'00" E 124.04 feet to a point on a 564.00  
foot radius curve to the right (radius point bears  
N 65°03'44" E) thence Northerly along the arc of said  
curve 220.70 feet through a central angle of 22°25'15"  
to the point of tangency with a 104.00 foot radius  
curve to the right, thence Northeasterly along the arc  
of said curve 176.67 feet through a central angle of  
97°20'01", thence S 85°11'00" E 95.00 feet to the  
point of tangency with a 84.00 foot radius curve to  
the right, thence Southeasterly along the arc of said  
curve 115.04 feet through a central angle of 78°28'00"  
to the point of tangency with a 206.00 foot radius  
curve to the left, thence Southeasterly along arc of  
said curve 246.04 feet through a central angle of  
68°26'00" to the point of tangency with a 299.00 foot  
radius curve to the right, thence Southeasterly along  
the arc of said curve 76.80 feet through a central  
angle of 14°43'00" to the point of tangency with a  
94.00 foot radius curve to the right, thence Southerly  
along the arc of said curve 111.32 feet through a  
central angle of 67°51'00", thence N 78°52'00" E  
186.18 feet to the centerline of Little Cottonwood  
Creek and the Westerly line of Creekside Estates,  
thence S 33°20'30" E 89.81 feet to the Northerly  
right-of-way line of Fort Union Boulevard and a point  
on a 1214.92 foot radius curve to the left, (radius  
point bears S 23°41'02" E) thence Westerly along the  
arc of said curve 317.23 feet through a central angle  
of 14°57'38" to a point of tangency and a right-of-way  
monument, thence continuing along said right-of-way  
S 51°21'20" W 360.59 feet, thence N 37°14'52" W  
289.90 feet, thence N 30°11'26" W 229.19 feet to the  
point of beginning.

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Contains 7.4717 Acres

SUBJECT TO A 15 FOOT ACCESS ROAD FOR INGRESS AND EGRESSES IN FAVOR OF SALT LAKE COUNTY FLOOD CONTROL, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Begin at a point on the North line of Fort Union Boulevard, said point being S 89°59'31" W 931.05 feet, S 0°01'30" E 1419.00 feet along the monument line of 900 East Street, East 2155.87 feet and South 560.44 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 34°30'00" E 32.00 feet to the point of tangency with an 82.50 foot radius curve to the left, thence Northerly along the arc of said curve 75 feet more or less to the centerline of Little Cottonwood Creek.

RESERVING UNTO PROSWOOD, INC., A UTAH CORPORATION, A PERPETUAL 25 FOOT EASEMENT FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Beginning at a point on the North line of Fort Union Boulevard, said point being S 89°59'31" W 931.05 feet, S 0°01'30" E 1419.00 feet along the monument line of 900 East Street East 2023.59 feet and South 640.08 feet from the Center of Section 20, Township 2 South Range 1 East, Salt Lake Base and Meridian, and running thence N 35°28'26" W 125.02 feet to a point on a 80.00 foot radius curve to the right (radius point bears N 37°55'24" W) thence Westerly along the arc of said curve 4.50 feet, thence S 55°18'00" W 110.53 feet to the point of tangency with a 244.11 foot radius curve to the right, thence along the arc of said curve 116.24 feet through a central angle of 27°17'00" to the point of tangency with a 115.00 foot radius curve the right, thence along the arc of said curve 92.27 feet through a central angle of 45°58'08" to the point of tangency with a 550.00 foot radius curve to the right, thence along the arc of said curve 469.70 feet through a central angle of 48°55'51" to the point of tangency with a 90.00 foot radius curve to the right, thence along the arc of said curve 83.28 feet through a central angle of 53°01'01", thence N 39°30" W 14.00 feet.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown or on revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Additional Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion (and whether or not the Additional Land or said portion has been or thereafter will be added to the Project); (iii) To improve portions of the Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant, to the foregoing reservations, the above described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of



such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXHIBIT "A-1"

Begin at a point S 89°59'31" W 931.05 feet,  
S 0°01'30" E 1419.00 feet along the monument line  
of 900 East Street, East 1315.12 feet, S 11°35'08"  
W 51.89 feet, S 2°00'00" W 174.78 feet, S 14°53'18" E  
217.19 feet and S 30°11'46" E 59.00 feet from the  
Center of Section 20, Township 2 South, Range 1 East  
Salt Lake Base and Meridian and running thence  
N 62°20'00" E 124.04 feet to a point on a 564.00  
foot radius curve to the right (radius point bears  
N 65°03'44" E) thence Northerly along the arc of said  
curve 220.70 feet through a central angle of 22°25'15"  
to the point of tangency with a 104.00 foot radius  
curve to the right, thence Northeasterly along the arc  
of said curve 176.67 feet through a central angle of  
97°20'01", thence S 85°11'00" E 95.00 feet to the  
point of tangency with a 84.00 foot radius curve to  
the right, thence Southeasterly along the arc of said  
curve 115.04 feet through a central angle of 78°28'00"  
to the point of tangency with a 206.00 foot radius  
curve to the left, thence Southeasterly along arc of  
said curve 246.04 feet through a central angle of  
68°26'00" to the point of tangency with 299.00 foot  
radius curve to the right, thence Southeasterly along  
the arc of said curve 76.80 feet through a central  
angle of 14°43'00" to the point of tangency with a  
94.00 foot radius curve to the right, thence Southerly  
along the arc of said curve 111.32 feet through a  
central angle of 67°51'00", thence N 78°52'00" E  
186.18 feet to the centerline of Little Cottonwood  
Creek and the Westerly line of Creekside Estates,  
thence S 33°20'30" E 89.81 feet to the Northerly  
right-of-way line of Fort Union Boulevard and a point  
on a 1214.92 foot radius curve to the left, (radius  
point bears S 23°41'02" E) thence Westerly along the  
arc of said curve 317.23 feet through a central angle  
monument, thence continuing along said right-of-way  
S 51°21'20" W 360.59 feet, thence N 37°14'52" W  
289.90 feet, thence N 30°11'46" W 229.19 feet to the  
point of beginning.

Contains 7.4717 Acres.

SUBJECT TO A 15 FOOT ACCESS ROAD FOR INGRESS AND EGRESS  
IN FAVOR OF SALT LAKE COUNTY FLOOD CONTROL, THE CENTER-  
LINE OF WHICH IS DESCRIBED AS FOLLOWS,

Begin at a point on the North line of Fort Union  
Boulevard, said point being S 89°59'31" W 931.05  
feet, S 0°01'30" E 1419.00 feet along the monument

line of 900 East Street, East 2155.87 feet and South 560.44 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 34°30'00" E 32.00 feet to the point of tangency with an 82.50 foot radius curve to the left, thence Northerly along the arc of said curve 75 feet more or less to the centerline of Little Cottonwood Creek.

RESERVING UNTO PROSWOOD, INC., A UTAH CORPORATION, A PERPETUAL 25 FOOT EASEMENT FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Beginning at a point on the North line of Fort Union Boulevard, said point being S 89°59'31" W 931.05 feet, S 0°01'30" E 1419.00 feet along the monument line of 900 East Street, East 2023.59 feet and South 640.08 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 35°28'26" W 125.02 feet to a point on a 80.00 foot radius curve to the right (radius point bears N 37°55'24" W) thence Westerly along the arc of said curve 4.50 feet, thence S 55°18'00" W 110.53 feet to the point of tangency with a 244.11 foot radius curve to the right, thence along the arc of said curve 116.24 feet through a central angle of 27°17'00" to the point of tangency with a 115.00 foot radius curve to the right, thence along the arc of said curve 92.27 feet through a central angle of 45°58'08" to the point of tangency with a 550.00 foot radius curve to the right, thence along the arc of said curve 469.70 feet through a central angle of 48°55'51" to the point of tangency with a 90.00 foot radius curve to the right, thence along the arc of said curve 83.28 feet through a central angle of 53°01'01", thence N 39°30" W 14.00 feet.

SECOND REVISED EXHIBIT "B"  
Attached to the Second Supplementary Declaration  
of Condominium for the Orchard at Country Woods

(An Expandable Condominium).

<u>Building No.</u>	<u>Unit Designation</u>	<u>Par Value</u>	<u>Percentage Interest</u>
1	A	702	.4295%
1	B	"	"
1	C	"	"
1	D	"	"
1	E	"	"
1	F	"	"
1	G	"	"
1	H	"	"
2	A	784	.4797%
2	B	"	"
2	C	"	"
2	D	"	"
2	E	"	"
2	F	"	"
2	G	"	"
2	H	"	"
3	A	"	.4797%
3	B	"	"
3	C	"	"
3	D	"	"
3	E	"	"
3	F	"	"
3	G	"	"
3	H	"	"
4	A	"	.4797%
4	B	"	"
4	C	"	"
4	D	"	"
4	E	"	"
4	F	"	"
4	G	"	"
4	H	"	"
5	A	702	.4295%
5	B	"	"
5	C	"	"
5	D	"	"
5	E	"	"
5	F	"	"
5	G	"	"
5	H	"	"
6	A	784	.4797%
6	B	"	"

SECOND REVISED EXHIBIT "B"

(continued)

<u>Building No.</u>	<u>Unit Designation</u>	<u>Par Value</u>	<u>Percentage Interest</u>
6	C	"	"
6	D	"	"
6	E	"	"
6	F	"	"
6	G	"	"
6	H	"	"
7	A	702	.4295%
7	B	"	"
7	C	"	"
7	D	"	"
7	E	"	"
7	F	"	"
7	G	"	"
7	H	"	"
8	A	784	.4797%
8	B	"	"
8	C	"	"
8	D	"	"
8	E	"	"
8	F	"	"
8	G	"	"
8	H	"	"
9	A	784	.4797%
9	B	"	"
9	C	"	"
9	D	"	"
9	E	"	"
9	F	"	"
9	G	"	"
9	H	"	"
10	A	784	.4797%
10	B	"	"
10	C	"	"
10	D	"	"
10	E	"	"
10	F	"	"
10	G	"	"
10	H	"	"
11	A	784	.4797%
11	B	"	"
11	C	"	"
11	D	"	"
11	E	"	"
11	F	"	"

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SECOND REVISED EXHIBIT "B"

(continued)

<u>Building No.</u>	<u>Unit Description</u>	<u>Par Value</u>	<u>Percentage Interest</u>
11	G	"	"
11	H	"	"
12	A	702	.4295%
12	B	"	"
12	C	"	"
12	D	"	"
12	E	"	"
12	F	"	"
12	G	"	"
12	H	"	"
13	A	784	.4797%
13	B	"	"
13	C	"	"
13	D	"	"
13	E	"	"
13	F	"	"
13	G	"	"
13	H	"	"
26	A	701	.4295
26	B	"	"
26	C	"	"
26	D	"	"
26	E	"	"
26	F	"	"
26	G	"	"
26	H	"	"
27	A	702	.4295
27	B	"	"
27	C	"	"
27	D	"	"
27	E	"	"
27	F	"	"
27	G	"	"
27	H	"	"
28	A	784	.4947
28	B	"	"
28	C	"	"
28	D	"	"
28	E	"	"
28	F	"	"
28	G	"	"
28	H	"	"

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SECOND REVISED EXHIBIT "B"

(continued)

<u>Building No.</u>	<u>Unit Description</u>	<u>Par Value</u>	<u>Percentage Interest</u>
29	A	784	.4797%
29	B	"	"
29	C	"	"
29	D	"	"
29	E	"	"
29	F	"	"
29	G	"	"
29	H	"	"
14	A	784	.4797%
14	B	"	"
14	C	"	"
14	D	"	"
14	E	"	"
14	F	"	"
14	G	"	"
14	H	"	"
15	A	"	"
15	B	"	"
15	C	"	"
15	D	"	"
15	E	"	"
15	F	"	"
15	G	"	"
15	H	"	"
22	A	784	.4797%
22	B	"	"
22	C	"	"
22	D	"	"
22	E	"	"
22	F	"	"
22	G	"	"
22	H	"	"
23	A	784	.4797%
23	B	"	"
23	C	"	"
23	D	"	"
23	E	"	"
23	F	"	"
23	G	"	"
23	H	"	"
24	A	784	.4797%
24	B	"	"
24	C	"	"
24	D	"	"
24	E	"	"
24	F	"	"
24	G	"	"
24	H	"	"

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SECOND REVISED EXHIBIT "B"

(continued)

<u>Building No.</u>	<u>Unit Description</u>	<u>Par Value</u>	<u>Percentage Interest</u>
25	A	702	.4295%
25	B	"	"
25	C	"	"
25	D	"	"
25	E	"	"
25	F	"	"
25	G	"	"
25	H	"	"
16	A	784	.4797%
16	B	"	"
16	C	"	"
16	D	"	"
16	E	"	"
16	F	"	"
16	G	"	"
17	A	784	.4797%
17	B	"	"
17	C	"	"
17	D	"	"
17	E	"	"
17	F	"	"
17	G	"	"
17	H	"	"
18	A	784	.4797%
18	B	"	"
18	C	"	"
18	D	"	"
18	E	"	"
18	F	"	"
18	G	"	"
18	H	"	"
19	A	702	.4295%
19	B	"	"
19	C	"	"
19	D	"	"
19	E	"	"
19	F	"	"
19	G	"	"
19	H	"	"
			100%

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