

SECURITY TITLE COMPANY
330 East 4th South
Salt Lake City, Utah 84111
Attn: Mike Harris

5-10-83

3764953

SECOND
SUPPLEMENTARY DECLARATION OF
AND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FAIRMEADOWS, A PROWSWOOD
(OPEN SPACE CONDOMINIUM)

106-
REF
SECURITY TITLE CO.
MAY 1 9 57 AM '83

KAILI L. BRADON
RECORDER
SALT LAKE COUNTY
UTAH

THIS SECOND SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 28th day of February, 1983, by PROWSWOOD, INC., a Utah Corporation (hereinafter referred to as "Declarant").

R E C I T A L S:

A. On December 4, 1978, Declarant made and executed a Declaration of Covenants, Conditions and Restrictions of Fairmeadows (Open Space Condominium) (hereinafter referred to as the "Declaration") as part of a Plan for the Fairmeadows 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 December 6, 1978 in Book 4782 at Page 785 and following as Entry No. 3207544. Concurrently with the recording of the Declaration there was recorded a "Record of Survey Map" as Entry No. 3207545 at 78-12 of Plats at Page 325. The said Declaration and 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 23 of the Declaration, Declarant reserved the right to expand the Project until the seventh anniversary of the recording of the Declaration.

C. On June 13, 1979, Declarant executed an instrument entitled "Supplementary Declaration of and Amendment to Covenants, Conditions and Restrictions of Fairmeadows, hereinafter referred to as the "Supplementary Declaration". The Supplementary Declaration was recorded in the Official Records of Salt Lake County, Utah on June 14, 1979, in Book 4881 at Page 455 as Entry No. 3294150. Concurrently with the recording of the Supplementary Declaration, there was recorded an "Supplemental Record of Survey Map," as Entry No. 3294151 at 70-6 of Plats at Page 221.

SECURITY TITLE CO.
No. _____

BOOK 5440 PAGE 2881

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

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

D. Declarant is the record owner of the real property heretofore described, including all 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 Supplementary Declaration and to no other Declaration.

E. It is the intent of the Declarant that all of the Additional Land be added to this Project in the future subject to these amendments. 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-sixty-eight (1680 Units together with established Common Areas. When the Additional Land referred to above is added the Project will include sixty-five (65) additional Units together with additional Common Areas. After the said Additional Land is added to the Project there will be two-hundred-thirty-three (233) Units together with the corresponding Common Areas. It is the intent of Declarant that all of the following Amendments specifically refer to and are based upon the said Additional Land and Units to be added to the Project.

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 Supplementary Declaration shall have such defined meanings when used in this Second Supplementary Declaration; provided, however, that when used in this Second Supplementary Declaration (including that portion here of headed "Recitals"), the following terms shall have the meaning indicated:

1. Declaration shall mean and refer to the original Declaration and the Supplementary Declaration of the Amendment to Covenants, Conditions and Restrictions of Fairmeadows, A Prowswood Open Space Community Condominium.

2. Second Supplementary Declaration or Second Amended Declaration shall mean and refer to this Second Supplementary

Declaration of an Amendment to Covenants, Conditions, and Restrictions of the Fairmeadows, A Prowswood Open Space Community Condominium.

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

Although there are not hereby submitted to the provisions of the Act any additional tracts of Land associated with the Project; nevertheless, Second Supplementary Declaration is based upon the Additional Land to be added and to be known as Phase III, Fairmeadows Open Space Community Condominium and the total number of Units to be included in the Project thereby. The said Additional Land will contain approximately 6.47 acres, on which approximately sixty-five (65) new Units, parking stalls and storage spaces will be constructed.

III. AMENDMENTS OF THE DECLARATION

Under Paragraph 25 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 15 (c) entitled "Use of Units and Common Areas" and the following is substituted in lieu thereof:

15. 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 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 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 16 (a) entitled "Status and General Authority of Committee" and the following is substituted in lieu thereof:

"16. 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 17 entitled "Manager" and substitute the following in lieu thereof:

"17. Professional Manager.

The Committee shall carry out any and all of its functions which are capable of delegation through a professional Manager. Each professional manager retained for such services shall be an individual, entity or organization experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself."

4. Delete in its entirety Section 18 entitled "Composition of Management Committee" and the following is substituted in lieu thereof:

"18. Composition of Management Committee and Initial Selection Thereof.

(a) Units to which an aggregate of at least three-fourths (3/4) of the Percentage Interest then appurtenant or to be added to the Project have been conveyed by the Declarant to Unit Purchaser (i.e. Seventy-five (75%) Percent of Two-Hundred-Thirty-Three (233) Units) (It is not intended that Seventy-five (75%) Percent of the Percentage Interest now appurtenant to the Project (168) Units be sufficient to cause transition); 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 or to be added as set forth above have been conveyed to Unit purchasers."

5. Delete in its entirety Section 21 (a) and (c) entitled "Reservation of Option to Expand" and "Insurance," respectively, 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 the 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.

"21. (c) Insurance.

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 their entirety Section 23 Subsections (b), (c), (d), (e), and (f) entitled "Supplemental Declarations and Supplemental Maps," "Expansion of Definitions," "Assurances," "No Obligation to Expand," and "Maximum and Minimum Percentage Interest," respectively, and the following is substituted in lieu thereof:

"23. (b) Supplemental Declarations and Supplemental Maps.

Such expansion may be accomplished by the filing for record by declarant in the County Recorder's Office of Salt Lake County, Utah, no later than Seven (7) years from the date of the original Declaration, a supplement or supplements (or amendments) to the original Declaration containing a legal description of the site or sites for a new building or buildings, together with a supplemental map or maps containing the same information with respect to the new improvements, including but not limited to Units, as which required on the original map with respect to the initial Project. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

(c) Expansion of Definitions.

In the event of such expansion the definitions used in the original Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "property" shall mean the real property described therein plus any additional real property within the Additional Land added by a Supplemental (or Amended) Declaration or by Supplemental (or Amended) Declarations, and reference to this Declaration shall mean the original as so supplemented or amended. Upon recordation of the supplements or amendments contemplated above, the revised schedule of Percentage Interest contained therein shall automatically become effective for all purposes and shall completely supercede any similar schedule which was contained in any Declaration, supplement or amendment, previously recorded in connection with the Project or any portion of Additional Land. Upon the recordation of such supplements or amendments, they shall automatically supplement this Declaration, the Map and any supplements previously recorded. At any point in time, the Declaration and Map for the Project shall consist of this Declaration and the Map initially effective hereunder, as amended and expanded by all supplements or amendments theretofore recorded pursuant to the terms hereof.

(d) Assurances.

Declarant makes no assurances as to the location of Buildings or other improvements on the Additional Land. Assuming that the entirety of the Additional Land is added to the Project, the maximum number of Units which may be created on the Additional Land is Sixty-five (65). Units to be constructed on the Additional Land will be compatible in quality, materials and architectural style with the Units initially submitted to the provisions of the Act. Units on Additional Land will be substantially identical or similar to those within the initial Project and no Unit will be constructed on Additional Land, which will not be substantially similar to the Units depicted on the Map. Declarant expressly reserves the right to create Limited Common Areas on the Additional Land and to designate Common Areas therein which may be subsequently assigned as Limited Common Areas. Declarant makes no assurances as to type, size, location, or maximum number of such Common Areas or Limited Common Areas. The allocation of Percentage Interest in the Additional Land shall be computed as required by Section 57-8-13.10 of the Act on the basis and Size of Units. In the event the Declarant shall not add any portion of the Additional Land, declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction. The maximum number of Units per acre may be created on any portion of the Additional Land added to the Project shall be Ten (10) Units. There will be no Unit that may be created on the Additional Land or any portion thereof the use of which will not be restricted exclusively to residential purposes. Declarant makes no assurances as to what improvements, if any, will be made on the Additional Land with respect to kind of improvements thereon. However, Declarant makes assurances that improvements, if any, will be made on the Additional Land, will be substantially similar in kind to the improvements mentioned in this Declaration.

(e) No Obligation to Expand.

Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the submission of any portion of the Additional Land to the provisions of the Act as a tract or tracts; (ii) the creation, construction, or addition to the Project of any additional Phase or Phases; (iii) the carrying out in any particular way or within any particular time of any development which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land, the Project, any Tract, or any Phase. Accordingly, declarant may create on Additional Land any development which would be entirely independent and unrelated to the Project created by this Declaration.

(f) Maximum and Minimum Percentage Interest.

Assuming that only Phase I of the original Declaration is completed, the minimum number of Units would be One Sixty Eight (168) and the maximum Percentage Interest of each Unit would be .3505 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 Three (233) and the minimum Percentage Interest of each Unit would be .63555 Percent. Provided, however, the number of Units actually constructed and the actual Percentage Interest of each Unit may actually be somewhere in between."

7. Delete in its entirety Section 24 (b) entitled "Certain Provisions Applicable to Declarant" and the following is substituted in lieu thereof:

"24. 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 or to be added to the Project as set forth above (i.e. Twenty-six (26%) Percent of Two-hundred-thirty-three (233) Units); 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 original Declaration."

8. Delete in its entirety Section 25 (a) entitled "Amendment" and the following is substituted in lieu thereof:

"25. Amendment.

(a) So long as Declarant shall own at least Twenty Six (26%) Percent of the Percentage Interest then appurtenant or to be added to the Project as set forth above (i.e. Twenty-six (26%) percent of Two-hundred-thirty-three (233) Units) 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 or any Owner or first mortgagee."

9. Delete in its entirety Section 28, entitled "Service of Process" and the following is substituted in lieu thereof:

"28. 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 Declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling Declaration relating to a previously added Phase."

10. Delete in its entirety Section 29 (c) entitled "Mortgagee Protection" and the following is substituted in lieu thereof:

"29. Mortgagee Protection.

(c) 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 provisions which may exist to sale or lease of the Units in the Project."

11. Delete in its entirety Section 29 (d) entitled "Mortgagee Protection" and the following is substituted in lieu thereof:

"29. Mortgagee Protection.

(d) Any agreement for professional management which may be entered into be 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 or any termination fee, may terminate such agreement upon least Thirty (30) days written notice."

12. Delete in its entirety Section 29 (g) entitled "Mortgagee Protection" and the following is substituted in lieu thereof:

"29. Mortgagee Protection.

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 entire 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 document shall be in default under the lease. All leases shall be in writing."

13. An entirely new Section, to be enumerated 40 entitled "Merger" shall be added and shall read as follows:

"40. Merger.

This Condominium Project shall not merge with another or successor Condominium Project without the prior 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."

14. An entirely new Section, to be enumerated 41 and entitled "Liability Insurance" shall be added and shall read as follows:

"41. 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 the Owner of previous 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."

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

Under Article V, Section 1 of the By-Laws of Fairmeadows an Open Space 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 or to be added (i.e. Seventy-five (75%) of Two-hundred-thirty-three (233) Units) 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 or to be added to the Project (i.e. Seventy-five (75%) percent of Two-hundred-thirty-three (233) Units) (It is not intended that Seventy-five (75%) percent of the Percentage Interest now appurtenant to the Project (168 Units) be sufficient to cause transition) 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 or to be added as set forth above 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 or to be added to the Project as hereinbefore set forth; 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 amendments 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:

Robert W. Wood
Robert W. Wood

Title: Executive Vice President

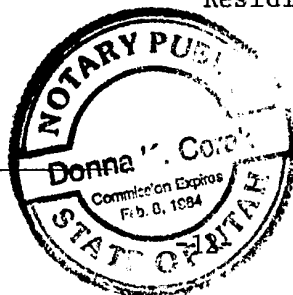
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 28th day of February, 1983, personally appeared before me, Robert W. Wood, who, being by me duly sworn, did say that he is the Executive Vice President of Prowswood, Inc., and that within and foregoing instrument was signed on behalf of said Corporation by authority of a resolution of its Board of Directors and said Robert W. Wood acknowledged to me that said Corporation executed the same.

Donna K. Carak
Notary Public
Residing at: Murray, Utah

My Commission Expires:

2-8-84



BOOK 5440 PAGE 2892

EXHIBIT A
OF
FAIRMEADOWS CONDOMINIUM PROJECT

The following described tract of real property
situate in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point on the north line of Baker Drive, said point being North 326.90 feet and East 329.64 feet from the Southwest corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 9°02' E 96.0 feet; thence N 53°00' W 107.79 feet; thence N 10°00' W 60.32 feet; thence N 80°00' E 113.68 feet; thence N 10°00' W 139.27 feet; thence N 17°00' E 87.56 feet to the south line of Enchanted Drive, said point also being on a curve to the left, the radius point being N 17°00' E 251.24 feet; thence Easterly along the arc of said curve and south line 177.59 feet to a point of a compound curve to the left, the radius point being N 23°30' W 122.0 feet; thence Northeasterly along the arc of said curve and South line 139.47 feet; thence S 89°00' E 203.29 feet; thence S 71°15' E 310.83 feet; thence S 22°30' W 22.51 feet; thence S 69°05'40" E 106.82 feet; thence S 21°00' W 112.16 feet; thence S 33°50' W 45.02 feet; thence S 21°00' W 121.80 feet; thence S 10°47'51" E 48.60 feet; thence S 8°45' W 115.21 feet; thence S 21°35' W 45.02 feet; thence S 8°45' W 112.86 feet; thence N 80°35'28" W 52.33 feet; thence N 80°27'20" W 137.01 feet; thence N 81°18'37" W 190.00 feet; thence N 81°33'15" W 25.02 feet to the north line of Baker Drive, said point also being on a curve to the left, the radius point being S 85°01'25" W 51.86 feet; thence Northwesterly along the arc of said curve and north line 68.78 feet to a point of tangency; thence N 80°58' W along said north line 277.17 feet to the point of beginning. Contains 10.825 Acres

RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the

above-described Tract and any improvements now or hereafter constructed thereon as may be necessary to develop the entire Project. If pursuant to this reservation, the above-described real property 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 reservation hereby effected shall terminate upon the completion and sale by Declarant of all Units in the Project. And subject, also, to easements of record and visible and subject, further, to restrictions, provisions and covenants of record.

EXHIBIT "B"

FAIRMEADOWS CONDOMINIUM PROJECT

Beginning at a point on the north line of Baker Drive, said point being East 329.64 feet and North 326.90 feet from the Southwest Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N80°58' W along said north line 260.37 feet to a point of a 25.0 foot radius curve to the right; thence Westerly along the arc of said curve 12.12 feet to the East line of 700 East Street; thence N0°01'56" W along said east line 508.86 feet to a point on a curve to the right, the radius point of which is S36°53'28" E 25.0 feet; thence Easterly along the arc of said curve 24.64 feet to a point of tangency, also the South line of Enchanted Drive, thence S70°25' E along said South line 282.56 feet to a point of a 251.24 foot radius curve to the left; thence Southeasterly along the arc of said curve 11.33 feet; thence S17°00' W 87.56 feet; thence S10°00' E 139.27 feet; thence S80°00' W 113.68 feet; thence S10°00' E 60.32 feet; thence S53°00' E 107.79 feet; thence S9°02' W 96.00 feet to the point of beginning. Contains 3.018 Acres

Also the "Maintenance Area" described as follows: Beginning at a point on the North line of Enchanted Drive, said point being East 338.27 feet and North 837.07 feet from the Southwest corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N11°42'59" W 76.84 feet; thence S81°49'09" E 152.26 feet; thence S20°00' E 69.82 feet to a point on a curve to the right, the radius point of which is N17°08'56" W 211.24 feet, thence Westerly along the arc of said curve 135.43 feet to a point of tangency; thence N70°25' W 27.48 feet to the point of beginning.

RESERVING UNTO Erowswood, Inc., the Declarant, a 30.0 foot ingress and egress Easement, the centerline being as follows: Beginning at a point on the north line of Enchanted Drive, said point being East 364.17 feet and North 827.87 feet from the Southwest corner of said Section 20, and running thence N19°35' E 79.25 feet to the south line of the R.V. Storage Area.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcels 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; and Patent reservations or exclusions; any mineral reservations of record and rights incident thereto; and any easements or rights-of-way which are enforceable at law or in equity.