

ADMMENDMENT TO THE AMENDED DECLARATION

FOR

GARDEN VILLA APARTMENT HOMES CONDOMINIUM PROJECT

NOW KNOWN AS

GARDEN APARTMENTS

ENT 4946 BK 2666 PG 311
NINA B REID UTAH CO RECORDER BY MB
1990 FEB 16 1:08 PM FEE 48.00
RECORDED FOR GARDEN VILLA APT HOMES

This Admendment to the Amended Declaration is made and executed as of February 15, 1990, by GARDEN APARTMENTS (also known as GARDEN VILLA), a Utah Corporation, hereinafter designated and referred to as "declarant", pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Anno. Sec. 57-8-1 et. seq. (1953), as amended, the prior Amendment to the Amended Declaration being made and executed by the GARDEN APARTMENTS, a Utah Corporation, on or about September 11, 1970.

W I T N E S S E T H:

WHEREAS, the declarant is a Utah Corporation responsible for the management, operation, and maintenance of GARDEN APARTMENTS, a Condominium Project, said operation to be under the direction of the management committee as authorized by GARDEN APARTMENTS, and

WHEREAS, the former declarant, GARDEN VILLA DEVELOPMENT COMPANY, as the owner of certain real property in Utah County, State of Utah, conveyed and deeded to the now unit owners of GARDEN APARTMENTS, said property more particularly described as follows:

Beginning at a point on the South side of 2100 North Street, said point being North 189.99 feet, East 253.71 feet, and North 86° 10' East 119.56 feet from the Southwest corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; running thence North 86° 10' East 353.54 feet to a point on a 245.03 foot radius curve to the left; thence Northeasterly 93.56 feet along the arc of said curve to a point of tangency on the West boundary of Pleasant Village Subdivision; thence along said boundary South 4° 56' East 169.44 feet; thence South 60° 20' West 61.00 feet, thence South 77° 31' West 84.91 feet; thence South 28.00 feet to a point on the South line of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence West 238.25 feet along said section line; thence North 44° 30' West 118.61 feet, thence North 113.38 feet to the point of beginning.

ALSO: Beginning at a point which is North 240.15 feet and East 254.46 feet from the Southwest corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 0° 50' East 337.43 feet; thence South 89° 10' East 4.00 feet; thence North 0° 50' East 223.79 feet; thence South 89° 10' East 209.28 feet; thence North 0° 50' East 76.5 feet to the South line of Rock Canyon Road; thence East along said South line of road 153.10 feet; thence South 153.74 feet; thence North 84° 55' East 143.71 feet; thence South 4° 56' East 428.23 feet 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 feet for an arc length of 17.21 feet; thence South 68° 01' 20" West 41.88 feet to point of a 176.29 foot radius curve to the right; thence Southwesterly along the arc of said curve 55.83 feet; thence South 86° 10' West 158.94 feet; thence North 3° 50' West 115.00 feet; thence South 86° 10' West 80.00 feet; thence South 3° 50' East 115.00 feet; thence South 86° 10' West 209.37 feet to the point of beginning.

WHEREAS, the former declarant, GARDEN VILLA DEVELOPMENT COMPANY, did construct 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, previously recorded, consisting of four (4) sheets, prepared and certified to by Larry M. Buttars, a duly registered Utah land surveyor, on or about August 13, 1965, and,

WHEREAS, the former declarant, GARDEN VILLA DEVELOPMENT COMPANY, did 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, conditions, and restrictions herein reserved to be kept and observed,

NOW THEREFORE, for such purposes, declarant hereby makes the following Amendment to the Amended Declaration, containing the covenants, conditions, and restrictions relating to the property admitted to said condominium project. These covenants, conditions, and restrictions, herein provided, shall constitute covenants to run with the land hereby admitted to the condominium project and may be enforced by any unit owner and his successors in interest, 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, which shall hereafter be subject:

1. Declarant hereby intends that the above described property and apartment home buildings and other improvements constructed and to be constructed thereon, together with all appurtenances thereto, are to be subject to the provisions of the Utah Condominium Ownership Act, Utah Code Anno. Sec. 57-8-1 et. seq. (1953), as amended, as a condominium project, to be known as GARDEN APARTMENTS. This Amendment to the Amended Declaration is submitted in accordance with the terms and provisions of said Act, and all words, terms and phrases used herein shall be construed and defined the same as are used and defined in said Act, to the extent applicable and unless another meaning is clear and obvious.

2. 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 and Exhibit "A" previously recorded herewith, constructed of brick, lumber, concrete, steel and glass, located upon the land described above. Apartment home buildings designated as numbers 1, 5, 7, 8, 9, 10, 11, 12, 13, and 14 shall be two-story buildings and apartment home buildings numbers 2, 3, 4, and 6 shall be one-story only. Apartment home buildings number 3 (apts. 1 and 5), number 8 (apts. 7, 8, and 9) and numbers 7, 9, 10, 12, 13, 14 shall have basements.

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

4. The common areas and facilities, as defined in Utah Code Anno. Sec. 57-8-3 (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 Utah 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.

5. The owner or owners of each apartment unit shall own an undivided

interest in the common areas and facilities in the percentages based on square footage of each unit 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 represent the undivided percentage thereof expressed in Amended Exhibit "A" for all purposes of the Utah Condominium Ownership Act.

6. The undivided ownership interest in the common areas and facilities appurtenant to each apartment unit as set forth in paragraph numbered 5 above shall be and remain appurtenant to such unit from and after the filing of this Amendment to the Amended Declaration and said interest may not thereafter be altered without the consent of all of the unit owners, 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.

7. 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 single-family 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.

8. Unit owners shall not permit or suffer anything to be done or kept in the apartments which will jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every case the unanimous written consent of all the other unit owners being first obtained. 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 said condominium project, and the management committee shall have the right to collect the same from said owner as additional assessments for the apartment.

9. 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. The management committee under the direction of GARDEN APARTMENTS 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 effect reasonable repairs, improvements, or maintenance in the interests of the unit owners.

10. The condominium project including the common areas and facilities appurtenant thereto shall be managed, operated, and maintained by a management committee as allowed by the Utah Condominium Ownership Act and provided in the By-Laws promulgated pursuant thereto as the same may be amended from time to

time. Said management committee shall have authority to levy and enforce collection of assessments for common expenses proportionately in regard to common area ownership interest of each unit owner, create necessary reserves, operate and manage the condominium project by and through the authority of GARDEN APARTMENTS, a Utah Corporation, said corporation being primarily responsible for the operation, management and maintenance of the condominium project; provided, however, that said management committee may engage the services of a manager and enter into management contracts, with the consent of a majority percent of the common area ownership interest.

11. Any lien of the owners' association for common expense assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit. Such a lien shall not be affected by any sale or transfer of a unit, except that a sale or transfer of a unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense assessments which became payable prior to such sale or transfer. However, any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee from liability for, nor the unit so sold or transferred, from the lien of any common expense assessments thereafter becoming due.

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

13. Each unit owner, tenant, and/or occupant of an apartment unit shall comply with all covenants, conditions, and restrictions in this Amendment to the Amended Declaration, adopted and recorded By-Laws, the Utah Condominium

Ownership Act, and any other rules or regulations established by the management committee with respect to the occupancy or use of the respective apartments. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the manager or management committed on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

14. Each unit owner shall be entitled to the exclusive ownership and possession of and right of ingress to and egress from his unit. Any unit may be held and owned by more than one person as joint tenants, or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the state of Utah. Further, each unit, together with its undivided interest in the common areas and facilities, shall, for all purposes, constitute real property and may be individually conveyed, leased and encumbered and may be inherited or devised by will and be subject to all types of juridic acts inter vivos or mortis causa as if it were sole and entirely independent of all other units, and the separate units shall have the same incidents as real property, and the corresponding individual titles and interests shall be recordable.

15. 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, under the direction of GARDEN APARTMENTS, 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.

16. 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. Unless unit owners owning at least 67 percent of the common area ownership interest agree to the withdrawal of the condominium project from the provisions of the Utah Condominium Ownership 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".

The determination, under this paragraph and paragraph 13 above, 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.

17. 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. The management committee

shall also ensure that fidelity bonds are maintained as necessary to comply with state law and federal financing agencies.

18. 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 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.

19. The Owners' Association, through the Management Committee, shall be required to make available to unit owners, prospective unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of this Declaration, By-Laws, other rules, books, records, and financial statements governing and applying to GARDEN APARTMENTS. Further, upon written request from any agency or corporation which has an interest or prospective interest in GARDEN APARTMENTS, audited financial statements for the immediately preceding fiscal year shall be prepared and made available to them.

The words "to make available" above shall at least mean available for inspection upon request during normal business hours or under other reasonable circumstances.

20. Except as otherwise provided by law or the By-Laws, the unit owners shall have the right to amend this Amendment to the Amended Declaration upon the approval and consent of 67 percent of the common area ownership interests of the unit owners, which consent and approval shall be by duly executed and recorded instruments.

21. Coran L. Cluff , whose address is 2217 North 200 East, Provo, Utah, is hereby designated as the person to receive process in connection with the project for all purposes provide by the Utah 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.

22. The provisions of this Amendment to the Amended Declaration shall be in addition and supplemental to the provisions of the Utah Condominium Ownership Act, as the same now exists or may be amended. If any provisions of this Amendment to the Amended Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

23. This Amendment to the Amended Declaration shall take effect upon recording as provided by the Utah Condominium Ownership Act.

GARDEN APARTMENTS

Coran L. Cluff
Coran L. Cluff
Chairman, Garden Apartments Management
Committee

ATTEST:

Lucile T. Moncur
Lucile Moncur
Secretary, Garden Apartments
Management Committee

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

Coran L. Cluff chairman of the GARDEN APARTMENTS Management
Committee, and Lucile T. Moncur, secretary of the GARDEN APARTMENTS
Management Committee, each being duly sworn, depose and state: That they are
trustees and officers of GARDEN APARTMENTS, a Condominium Project and a Utah
Corporation, and that the foregoing Amendments to the Amended Declaration were
duly approved and adopted on behalf of said corporation by authority of its
Management Committee and the approval of more than 67 percent of the common area
ownership; and the said chairman and secretary of GARDEN APARTMENTS Management
Committee duly acknowledged to me that they executed the same.

Coran L. Cluff
Chairman, Garden Apts. Mgt. Committee
Lucile T. Moncur
Secretary, Garden Apts. Mgt. Committee

SUBSCRIBED and SWORN to before me this 15 day of February, 1990.

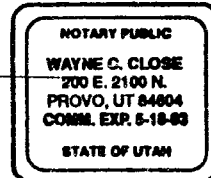
Wayne C. Close
NOTARY PUBLIC

My commission expires:

May 18, 1983

Residing at:

Provo, Utah



OWNER'S CONSENT

ENT 4946 BK 2666 PG 323

The undersigned owners of apartment units in Garden Apartments, a condominium project, located in Provo, Utah, hereby join in the above and foregoing Amendment to the Amended Declaration for Garden Apartments and hereby consent that Amended Exhibit "A" be hereby attached to and made a part of the foregoing Amendment to the Amended Declaration, that the percentage of ownership of the undersigned in the common areas and facilities as expressed in Amended Exhibit "A" shall remain the same as hertofore recorded in the Amended Declaration and Bylaws.

This consent and joining in the recording of the above and foregoing Amendment to the Amended Declaration for Garden Apartments, formerly known as 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 of Garden Villa Apartment Homes Condominium Project and the Amended 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 consent to the recording of and agree to sign this Amendment to the Amended Declaration and Bylaws.

<u>Douglas Kimball</u>	<u>Dorothy B. Pearson</u>
<u>Betty J. Roberts</u>	<u>Rosalie Maskey</u>
<u>Robert A. Love</u>	<u>Emily Murphy</u>
<u>Judith B. Bond</u>	<u>Maurine F. Bryner</u>
<u>J. M. H. H. H.</u>	<u>Margaret Blackham</u>
<u>Loonawick. C. Huff</u>	<u>Reda R. Rachele</u>
<u>Luella T. Mancur</u>	<u>Edna C. Martin</u>
<u>Eleanor Jorgensen</u>	<u>Paul E. Ellsworth</u>
<u>Sarah W. Harper</u>	<u>Frankie Bonora</u>
<u>Harber J. Jacobs</u>	<u>Ellen A. Ruseen</u>

Jacqueline Stalvert
Barbara Vance
Nickola E. Saunders
Jay M. Smith Jr
Melvin Young
Frederick Jones
Arden Brummett
Leslie W. Barrett
Rena C. Jarvis
Earl Dick
Wendell Miles
Karl E. Huber
Maie Blanch
Doreen Thompson

Richard L. Anderson
Thelma M. Harlan
Doreen C. Young
Della Kendall
William F. Rawl
Virgie M. Frame
Kenneth H. Porter
Norma H. Calose
Edwin L. Lenz
Kenneth J. Jenson
D. Larence Jeff
Lillian E. Stahl
Leob Froelich
Clara Schofield

STATE OF UTAH) ss
COUNTY OF UTAH)

On this 7th day of Feb, 1990, the above named owners, the signers of the above instrument, personally appeared before me and acknowledged to me that they executed the same.

WAYNE C. CLOSE
200 E. 2100 N.
PROVO, UT 84604
COMM. EXP. 5-18-93
My Commission Expires: May 18, 1993

Wayne C. Close
Notary Public
Residing at: Provo, Utah

Date: Jan 17, 1990

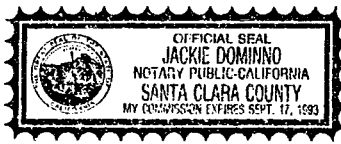
Robert Andrews
x Carol Andrews
Owner(s) of Apartment 7 in Bldg 5

STATE OF UTAH
COUNTY OF UTAH m

On the 17th day of January 1990 personally appeared before me Carol Andrews
and acknowledged that they (he or she) executed the same.

My Commission expires Sept. 17, 1993

Jackie Domenno
Notary Public
Residing at Santa Clara



Date: February 6, 1990

Kyle Brinkerhoff
Kyle Brinkerhoff
Owner(s) of Apartment 2d in Bldg 11

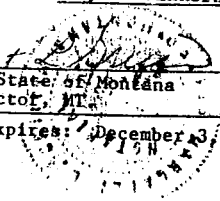
STATE OF ~~UTAH~~ MONTANA
COUNTY OF ~~UTAH~~ Ravalli

On the 6th day of February 1990 personally appeared before me Kyle Brinkerhoff **
and acknowledged that they (he or she) executed the same.

** Iris Brinkerhoff

My Commission expires December 3, 1992

Margaret Brinkerhoff
Notary Public State of Montana
Residing at Victor, MT
My commission expires: December 3, 1992



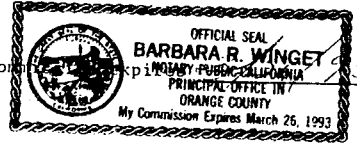
Date: February 9, 1990

Richard F. Ogle
Alie L. Ogle
Owners of Apartment 25 in Bldg 12

STATE OF UTAH
COUNTY OF UTAH Orange

On the 9 day of Feb 1990 personally appeared before me Richard F. OGLE
and Alie L. OGLE the signer(s) of the foregoing instrument, who
duly acknowledged that they (he or she) executed the same.

My Commission Expires



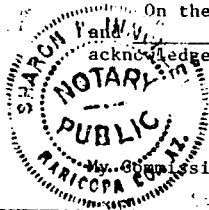
Barbara R. Winget
Notary Public
Residing at San Clemente

Date: 10/14/89

Jed Gibson
Karen Gibson
Owner(s) of Apartment 14 in Bldg. 6

STATE OF UTAH
COUNTY OF UTAH

On the 17 day of October 1989 personally appeared before me _____
the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.



My Commission expires: 10/31/92

Sharon P. Hinkley
Notary Public
Residing at Maricopa County

Date: January 17, 1990

Beverly Jameson
Owners of Apartment 3 in Bldg. 3

STATE OF UTAH
COUNTY OF UTAH

On the 17th day of January 1990 personally appeared before me Beverly Jameson
and _____ the signer(s) of the foregoing instrument, who
duly acknowledged that they (he or she) executed the same.

My Commission expires 10-1-90

Norma H. Calose
Notary Public
Residing at Provo, Utah

Date: 11/3/89



Sally Fay & Muirhead
Owner(s) of Apartment 19 in Bldg. 12

STATE OF ~~UTAH~~ CALIFORNIA
COUNTY OF ~~UTAH~~ Santa Clara

On the 3 day of November 1989 personally appeared before me _____
and Sally Fay Muirhead the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.

My Commission expires: April 30, 1990

Linda Dierks
Notary Public
Residing at Stanford University

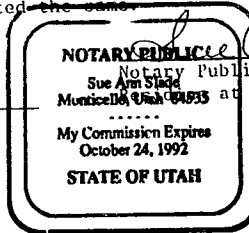
Date: Jan 23, 1990

Edward S Boyle
Owner(s) of Apartment 24 in Bldg 11

STATE OF UTAH
COUNTY OF UTAH

On the 23rd day of Jan 19 90 personally appeared before me Edward S Boyle
and acknowledged that they (he or she) executed the same.

My Commission expires 10-24-1992



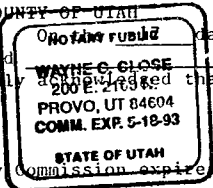
Sue Ann Slade
Notary Public
Monticello, Utah

Date: Jan. 17 / 90

Deon Bastian Christensen
Owners of Apartment 37 in Bldg. 13

STATE OF UTAH
COUNTY OF UTAH

On the 17th day of Jan. 19 90 personally appeared before me Deon Bastian Christensen
and Wayne C. Close the signer(s) of the foregoing instrument, who
duly acknowledged that they (he or she) executed the same.



My Commission expires May 18, 1993

Wayne C. Close
Notary Public
Residing at Provo, Utah

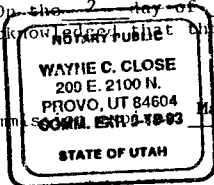
Date: Feb 2, 1990

Fulvia C. Law
Owner(s) of Apartment 14 in Bldg 10

STATE OF UTAH
COUNTY OF UTAH

On the 2 day of Feb. 19 90 personally appeared before me Fulvia C Law
and acknowledged that they (he or she) executed the same.

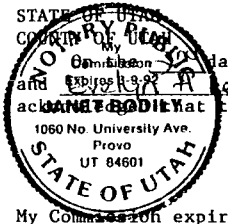
My Commission expires May 18, 1993



Wayne C. Close
Notary Public
Residing at Provo, Utah

Date: Nov. 2, 1989

Clinton B. LeBaron
Evelyn A. LeBaron
Owner(s) of Apartment 5 in Bldg. 4



STATE OF UTAH
COUNTY OF PROVO
On the 2 day of Nov 1989 personally appeared before me Clinton B. LeBaron
and Evelyn A. LeBaron the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.

My Commission expires 3-9-92
Date: 10-9-89

James B. Bird
Notary Public
Residing at Orem, Utah

J. DOUGLAS BIRD
Owner(s) of Apartment 39 in Bldg. 14

STATE OF UTAH
COUNTY OF UTAH

On the 4 day of Oct 1989 personally appeared before me J. Douglas Bird
and J. Douglas Bird the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.

My Commission expires Mar. 18, 1993

Sharon A. Peterson
Notary Public
Residing at Casper, Wyo

Date: 10-10-89

Martha Louise Lunde
Lunde
Owner(s) of Apartment 6 in Bldg. 5

STATE OF UTAH TEXAS
COUNTY OF UTAH CAMERON

On the 10th day of October 1989 personally appeared before me Martha Lunde
and Martha Lunde the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.

My Commission expires 1-27-92

Quintin Lunde
Notary Public
Residing at Drounville, TX

Date: 11-2-89

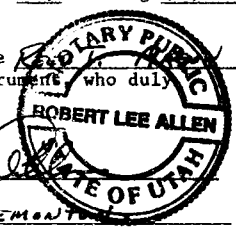
Reed F. Mason
Virginia B. Mason
Owner(s) of Apartment 27 in Bldg. 13

STATE OF UTAH
COUNTY OF UTAH

On the 2 day of Nov. 1989 personally appeared before me Robert Lee Allen
and Virginia B. Mason the signer(s) of the foregoing instrument, who duly
acknowledged that they (he or she) executed the same.

My Commission expires 3-9-91

Robert Lee Allen
Notary Public
Residing at TREMONT



AMENDED EXHIBIT "A"

Unit Designation	Approx. Sq. Feet	# of Rooms	% Ownership in Common Areas/Fac.	Location as per Survey Map
Apt. 1, Bldg. 1	860	5	0.9%	Ground Floor
Apt. 2, Bldg. 1	860	5	0.9%	Ground Floor
Apt. 3, Bldg. 1	860	5	0.9%	Second Floor
Apt. 4, Bldg. 1	860	5	0.9%	Second Floor
Apt. 1, Bldg. 2	1146	5	1.2%	Ground Floor
Apt. 2, Bldg. 2	1198	7	1.3%	Ground Floor
Apt. 3, Bldg. 2	660	4	0.7%	Ground Floor
Apt. 4, Bldg. 2	1195	6	1.3%	Ground Floor
Apt. 1, Bldg. 3	954 (Plus Basement Area)	5	1.0%	Ground Floor
Apt. 2, Bldg. 3	860	5	0.9%	Ground Floor
Apt. 3, Bldg. 3	672	4	0.7%	Ground Floor
Apt. 4, Bldg. 3	672	4	0.7%	Ground Floor
Apt. 5, Bldg. 3	960 (Plus Basement Area)	5	1.0%	Ground Floor
Apt. 6, Bldg. 3	1233	6	1.3%	Ground Floor
Apt. 1, Bldg. 4	1187	7	1.2%	Ground Floor
Apt. 2, Bldg. 4	1187	7	1.2%	Ground Floor
Apt. 3, Bldg. 4	912	5	0.9%	Ground Floor
Apt. 4, Bldg. 4	912	5	0.9%	Ground Floor
Apt. 5, Bldg. 4	912	5	0.9%	Ground Floor
Apt. 1, Bldg. 5	1056	6	1.1%	Ground Floor
Apt. 2, Bldg. 5	1056	6	1.1%	Ground Floor
Apt. 3, Bldg. 5	912	5	0.9%	Ground Floor
Apt. 4, Bldg. 5	1056	6	1.1%	Ground Floor
Apt. 5, Bldg. 5	1056	6	1.1%	Ground Floor
Apt. 6, Bldg. 5	912	5	0.9%	Ground Floor
Apt. 7, Bldg. 5	1056	6	1.1%	Second Floor
Apt. 8, Bldg. 5	1056	6	1.1%	Second Floor
Apt. 9, Bldg. 5	912	5	0.9%	Second Floor
Apt. 10, Bldg. 5	1056	6	1.1%	Second Floor
Apt. 11, Bldg. 5	1056	6	1.1%	Second Floor
Apt. 12, Bldg. 5	912	5	0.9%	Second Floor
Apt. 1, Bldg. 6	1187	7	1.2%	Ground Floor
Apt. 2, Bldg. 6	1187	7	1.2%	Ground Floor
Apt. 3, Bldg. 6	1187	7	1.2%	Ground Floor
Apt. 4, Bldg. 6	1187	7	1.2%	Ground Floor

AMENDED EXHIBIT "A" - Continued

Unit Designation	Approx. Sq. Feet	# of Rooms	% Ownership in Common Areas/Fac.	Location as per Survey Map
Apt. 1, Bldg. 7	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 2, Bldg. 7	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 3, Bldg. 7	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 4, Bldg. 8	1510 (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 5, Bldg. 8	1510 (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 6, Bldg. 8	1510 (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 7, Bldg. 8	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 8, Bldg. 8	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 9, Bldg. 8	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 10, Bldg. 9	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 11, Bldg. 9	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 12, Bldg. 9	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 13, Bldg. 9	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 14, Bldg. 10	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 15, Bldg. 10	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor

AMENDED EXHIBIT "A" - Continued

Unit Designation	Approx. Sq. Feet	# of Rooms	% Ownership in Common Areas/Fac.	Location as per Survey Map
Apt. 16, Bldg. 10	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 17, Bldg. 10	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 18, Bldg. 10	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 19, Bldg. 11	1112 (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 20, Bldg. 11	1112 (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 21, Bldg. 11	1112 (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 22, Bldg. 11	1510 (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 23, Bldg. 11	1510 (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 24, Bldg. 12	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 25, Bldg. 12	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 26, Bldg. 12	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 27, Bldg. 12	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 28, Bldg. 12	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 29, Bldg. 12	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 30, Bldg. 12	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 31, Bldg. 13	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor

AMENDED EXHIBIT "A" - Continued

Unit Designation	Approx. Sq. Feet	# of Rooms	% Ownership in Common Areas/Fac.	Location as per Survey Map
Apt. 32, Bldg. 13	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 33, Bldg. 13	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 34, Bldg. 13	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 35, Bldg. 13	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 36, Bldg. 13	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 37, Bldg. 13	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 38, Bldg. 14	1112 (Plus Basement Area) (556 per floor)	7	1.1%	Ground & Second Floor
Apt. 39, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 40, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 41, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 42, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 43, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 44, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 45, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor
Apt. 46, Bldg. 14	1510 (Plus Basement Area) (755 per floor)	11	1.5%	Ground & Second Floor