

WHEN RECORDED RETURN TO:
 Vintage Development, LC
 Wayne H. Corbridge
 758 South 400 East
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 05/27/2004 01:55 PM 119.00
 Book - 8993 Pg - 4379-4393
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TROPHY HOMES
 758 S 400 E STE 203
 OREM UT 84097
 BY: ZJM, DEPUTY - WI 15 P.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
 FOR VINTAGE ON THE BLUFFS CONDOMINIUM,
 An Expandable Utah condominium**

This First Amendment to the Declaration of Condominium for Vintage on the Bluffs Condominium, an expandable Utah condominium, is made and executed by Vintage Development, LC, a Utah limited liability company, of 758 South 400 East, #203, Orem, Utah 84097 (the "Declarant").

RECITALS

A. The Declaration of Condominium for Vintage on the Bluffs Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on February 6, 2003 as Entry No. 8522496 in Book 8735 at Pages 4-74 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Declarant reserved the unilateral right to amend the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this First Amendment To Declaration of Condominium for Vintage on the Bluffs Condominium for and on behalf of all of the Unit Owners.

1. Article I, Section 34 of the Declaration entitled "Period of Declarant's Control" is deleted in its entirety and the following language is substituted in lieu thereof:

34. Period of Declarant's Control shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) five (5) years from the effective date of this Declaration, (b) not less than 120 days after all of the Additional Land has been added and Units to 75% of the Units have been conveyed, or (c) the Declarant executes and records a written Waiver of his right to control.

2. Article III, Section 31 of the Declaration entitled "Mortgagee Protection" is deleted in its entirety and the following language is substituted in lieu thereof:

31. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. In addition:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(1) Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

f) Approval of Proposed Action or Transaction. Any Mortgagee who receives, by certified or registered mail, a written request, with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within thirty (30) days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner's association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

3. Article III, Section 32 of the Declaration entitled "Amendment" is deleted in its entirety and the following language is substituted in lieu thereof

32. Amendment. This Declaration may be amended as follows:

a) Amendments by Declarant. Until after the termination of the Declarant's Period of Control, this document and the Condominium Plat may be amended by Declarant unilaterally by the execution by Declarant of an instrument amending the same, without any additional approval required, and no other amendment shall be valid or enforceable without the Declarant's prior written consent. Declarant expressly reserves the right to change in the first and/or all future phases the definition of Common Area and/or Unit, and their designation on the Plat, in order to expand the definition of a Unit to include the roof, exterior walls, footings and foundations, etc., provided the maintenance, repair and replacement of such items remain part of the Area of Common Responsibility and the Project is developed in accordance with the approved development plan of the City's planning commission.

b) Consent of the Owners. After the termination of the Declarant's Period of Control, the affirmative vote of at least sixty seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Condominium Plat. Provided, however, the modification of any provision expressly and specifically affecting the Commercial Units shall require the unanimous consent of all Commercial Unit Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

c) Protection of Declarant Rights. An amendment shall not terminate or decrease any unexpired development right, or Period of Declarant Control unless the Declarant approves or consents in writing.

d) Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder of Salt Lake County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved and the Declarant if the Declarant's consent is also required, and when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

e) Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

f) Consent of Eligible Mortgagees to Add or Amend Any Material Provision. The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Condominium Plat which establishes, provides for, governs, or regulates any of the following:

- o Voting rights;
- o Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- o Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
- o Responsibility for maintenance and repairs;
- o Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- o Redefinition of any Unit boundaries;
- o Convertibility of Units into Common Area or Elements, or vice versa;
- o Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
- o Hazard or fidelity insurance requirements;
- o Imposition of any restrictions on the leasing of Units;
- o Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- o A decision by the Association (if the Project consists of more than 50 Units) to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;
- o Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and
- o Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence

4. Article I, Section 46 of the Declaration entitled "Expansion of the Project" is deleted in its entirety and the following language is substituted in lieu thereof:

46. Expansion of the Project.

a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Units in the Project. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided

however, the option shall expire five (5) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on any or all portions of the Additional Property. The option to expand is subject to the provisions of Article I, Paragraph 32 hereof as to the parameters of the Period of Declarant's control.

b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than five (5) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with supplemental Map or Maps containing the same information with respect to the new Units as was required on the Map with respect to the Phase I Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

c) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such expansion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Salt Lake County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Units in the Project as it existed before such expansion the respective undivided interests in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed, interest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

d) Declaration Operative on New Units. The new Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Salt Lake County Recorder.

e) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Declaration. The proportionate interest of each Unit Owner in the Common Areas after any expansion of the Project shall be an undivided interest of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than five (5) years after the effective date of the Declaration.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede

any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

f) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to multi family residential housing limited to one family per Unit.

(2) Portions of the Additional Land may be added to the Project at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Property through the easement areas as shown on the Map. The Association of Unit Owners shall not allow anything to be built upon or interfere with said easement areas.

(4) No assurances are made concerning:

a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.

b. Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Units will be comparable to the Phase I facilities on a per Unit basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.

c. Whether any Units created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Units will be constructed of an equal or better quality of materials and construction than the Units in Phase I.

d. Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Project.

(5) Notwithstanding anything to the contrary which may be contained herein, the 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: (a) the submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration; (b) the creation, construction, or addition to the Project of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, or any Land.

(6) Assuming that only Phase 1 of the Project is completed, the minimum number of Units would be twelve (12) and the maximum percentage of ownership interest of each Unit would be 8.33%. Assuming all Phases in the Project are completed and all of the Additional Land is added to the Project (a) the maximum number of Units would be one hundred and twelve (112) Units consisting of sixty (60) Terraced Units, twenty-six (26) Garden Townhome Units, and twenty-six (26) Courtyard Townhome Units; (b) there would be approximately ten (10) acres; (c) the maximum number of units per net acre would be about eleven (11); and (d) the minimum Percentage Interest of each Unit would be 0.8929%. Provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

g) General Liability Insurance Policy for Expansion of Project. Pursuant to Title 38, CFR Section 36.4360 (a) (5), which is incorporated herein by this reference, the Declarant shall purchase at its own expense and maintain a general liability insurance policy in the sum of not less than \$1 million to cover any liability which owners of previously sold units are exposed to as a consequence of further and future expansion of the project pursuant hereto.

5. Article III of the Declaration is hereby amended to add the following new section:

50. Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments

1. If an owner fails or refuses to pay any assessment when due, the management committee may (a) terminate the owner's right to receive utility services paid as a common expense; and (b) terminate the owner's right of access and use of recreational facilities., after giving notice and an opportunity to be heard.

2. Before terminating utility services or right of access and use of recreational facilities, the manager or management committee shall give written notice to the owner in the manner provided in the declaration, bylaws, or association rules. The notice shall state:

(a) utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within the time stated, which shall be at least 48 hours;

(b) the amount of the assessment due, including any interest or late payment fee; and

(c) the right to request a hearing.

3. An owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received. A notice shall be considered received on the date (a) it is hand delivered, (b) it is delivered by certified mail, return receipt requested, or (c) five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the owner's last known address on the books and records of the Association

4. The hearing shall be conducted in accordance with the standards provided in the association rules.

5. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

6. Upon payment of the assessment due, including any interest or late payment fee, the manager or management committee shall immediately take action to reinstate the terminated utility services to the unit and right to use of recreational facilities.

6. Article III of the Declaration is hereby amended to add the following new section:

51. Assignment of Rents

1. If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the management committee may demand the tenant to pay to the association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid; provided, however, the manager or management committee must give the owner written notice, in

accordance with the declaration, bylaws, or association rules, of its intent to demand full payment from the tenant. This notice shall:

(a) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the association rules;

(b) state the amount of the assessment due, including any interest or late payment fee;

(c) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and

(d) provide the requirements and rights described herein.

3. If the owner fails to pay the amount of the assessment due by the date specified in the notice, the manager or management committee may deliver written notice to the tenant, in accordance with the declaration, bylaws, or association rules, that demands future payments due to the owner be paid to the association pursuant hereto. A copy of the notice must be mailed to the owner at his last known address as shown on the books and records of the Association. The notice provided to the tenant must state:

(a) that due to the owner's failure to pay the assessment within the time period allowed, the owner has been notified of the management committee's intent to collect all lease payments due to the association pursuant hereto.

(b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the owner are to be paid to the association; and

(c) payment by the tenant to the association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection (6) suit or other action may not be initiated by the owner against the tenant for failure to pay.

4. All funds paid to the association pursuant hereto shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the owner within five business days of payment in full to the association.

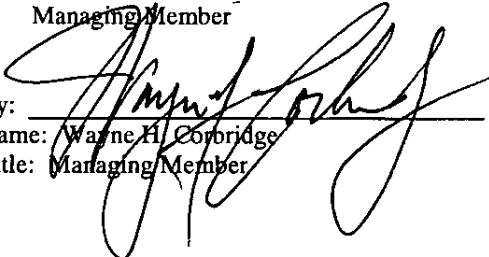
6. Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or management committee must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification must be mailed to the owner.

7. As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a unit by any person or persons, other than the owner, for which the owner receives any compensation.

7. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10TH day of May, 2004.

VINTAGE DEVELOPMENT, LC
By: TROPHY HOMES, LC
Managing Member

By: 
Name: Wayne H. Corbridge
Title: Managing Member

May 10, 2004
Date

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

EXHIBIT "A-16"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 16**

The land described in the foregoing document as the Phase 16 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 1 OF RESIDENCES AT THE BLUFFS, BEING 410.60 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1463.74 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE ALONG SAID WESTERLY LINE AND SAID LINE EXTENDED THE FOLLOWING COURSE: SOUTH 04°30'00" WEST 305.25 FEET; THENCE SOUTH 84°00'00" WEST 139.83 FEET; THENCE NORTH 229.79 FEET; THENCE SOUTH 77°00'51" WEST 124.73 FEET; THENCE NORTH 12°59'09" WEST 50.38 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE: NORTH 77°02'34" EAST 303.60 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A-17"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 17**

The land described in the foregoing document as the Phase 17 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 1 OF RESIDENCES AT THE BLUFFS, BEING 799.93 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1551.66 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE; NORTH 77°02'34" EAST 95.87 FEET; THENCE SOUTH 12°59'09" EAST 50.38 FEET; THENCE NORTH 77°00'51" EAST 124.73 FEET; THENCE SOUTH 229.79 FEET; THENCE SOUTH 84°00'00" WEST 169.83 FEET; THENCE NORTH 13°04'32" WEST 253.69 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

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EXHIBIT "A-18"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 18**

The land described in the foregoing document as the Phase 18 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RESIDENCES AT THE BLUFFS, BEING 799.93 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1551.66 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE SOUTH 13°04'32" EAST 253.69 FEET; THENCE SOUTH 84°00'00" WEST 30.22 FEET; THENCE SOUTH 58°00'00" WEST 112.90 FEET; THENCE NORTH 20°59'32" WEST 105.12 FEET; THENCE NORTH 52°57'41" WEST 111.42 FEET; THENCE NORTH 02°53'10" WEST 43.83 FEET; THENCE NORTH 34°15'06" WEST 58.25 FEET TO THE SOUTHERLY LINE OF RESIDENCES AT THE BLUFFS; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE: NORTH 77°02'34" EAST 236.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-19"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 19**

The land described in the foregoing document as the Phase 19 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 OF RESIDENCES AT THE BLUFFS, MORE COMMONLY KNOWN AS VINTAGE ON THE BLUFFS, BEING 1074.16 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1613.58 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE: NORTH 77°02'34" EAST 45.37 FEET; THENCE SOUTH 34°15'06" EAST 58.25 FEET; THENCE SOUTH 02°53'10" EAST 43.83 FEET; THENCE SOUTH 36°42'02" WEST 91.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 186.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.79 FEET (CENTRAL ANGLE EQUALS 04°14'51" AND LONG CHORD BEARS SOUTH 34°34'36" WEST 13.79 FEET); THENCE NORTH 53°45'09" WEST 111.69 FEET; THENCE NORTH 36°09'13" EAST 123.97 FEET TO SAID SOUTHERLY LINE AND THE POINT OF BEGINNING.

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EXHIBIT "A-20"

VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 20

The land described in the foregoing document as the Phase 20 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT BEING 1079.88 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1763.11 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE SOUTH 53°45'09" EAST 28.05 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 186.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 27.15 FEET (CENTRAL ANGLE EQUALS 08°21'38" AND LONG CHORD BEARS SOUTH 28°16'22" WEST 27.12 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 24°06'35" WEST 21.41 FEET; THENCE SOUTH 61°03'28" EAST 177.81 FEET; THENCE SOUTH 26°55'29" WEST 154.19 FEET; THENCE NORTH 82°42'28" WEST 213.97 FEET; THENCE NORTH 15°46'05" EAST 107.66 FEET; THENCE NORTH 23°53'51" EAST 28.13 FEET; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 36.06 FEET (CENTRAL ANGLE EQUALS 89°50'15" AND LONG CHORD BEARS NORTH 69°01'44" EAST 32.48 FEET) TO A POINT OF TANGENCY; THENCE NORTH 24°06'35" EAST 94.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 214.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 33.08 FEET (CENTRAL ANGLE EQUALS 08°51'25" AND LONG CHORD BEARS NORTH 28°31'17" EAST 33.05 FEET) TO THE POINT OF BEGINNING.

EXHIBIT "A-21"

VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 21

The land described in the foregoing document as the Phase 21 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT WHICH IS ON THE EASTERLY LINE OF LOT 2 OF RESIDENCES AT THE BLUFFS, MORE COMMONLY KNOWN AS VINTAGE ON THE BLUFFS, BEING 1316.905 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1826.35 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE SOUTH 68°09'34" EAST 119.57 FEET; THENCE SOUTH 66°03'10" EAST 45.13 FEET; THENCE SOUTH 23°53'51" WEST 28.13 FEET; THENCE SOUTH 15°46'05" WEST 107.66 FEET; THENCE NORTH 66°15'18" WEST 121.87 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSE; NORTH 00°00'54" WEST 143.06 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A-22"

VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 22

The land described in the foregoing document as the Phase 22 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 OF RESIDENCES AT THE BLUFFS, MORE COMMONLY KNOWN AS VINTAGE ON THE BLUFFS, BEING 1316.905 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1668.40 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE: NORTH 77°02'34" EAST 64.12 FEET; THENCE SOUTH 48.60 FEET; THENCE SOUTH 39°49'39" EAST 35.71 FEET; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 126.37 FEET (CENTRAL ANGLE EQUALS 206°50'35" AND LONG CHORD BEARS SOUTH 29°23'07" EAST 68.10 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 30.15 FEET (CENTRAL ANGLE EQUALS 75°05'40" AND LONG CHORD BEARS SOUTH 36°29'22" WEST 28.03 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.23 FEET (CENTRAL ANGLE EQUALS 16°11'56" AND LONG CHORD BEARS SOUTH 07°02'30" WEST 32.12 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 32.59 FEET (CENTRAL ANGLE EQUALS 81°11'37" AND LONG CHORD BEARS SOUTH 25°27'21" EAST 29.93 FEET); THENCE NORTH 68°09'34" WEST 119.57 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSE: NORTH 00°00'54" WEST 157.95 FEET TO THE SOUTHERLY LINE OF SAID LOT 2 AND THE POINT OF BEGINNING.

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CO. RECORDER

EXHIBIT "A-23"
VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 23

The land described in the foregoing document as the Phase 23 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 OF RESIDENCES AT THE BLUFFS, MORE COMMONLY KNOWN AS VINTAGE ON THE BLUFFS, BEING 1254.41 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1654.29 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSE: NORTH 77°02'34" EAST 184.95 FEET; THENCE SOUTH 36°09'13" WEST 123.97 FEET; THENCE SOUTH 54°31'37" WEST 39.22 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 59.47 FEET (CENTRAL ANGLE EQUALS 97°20'01" AND LONG CHORD BEARS NORTH 84°08'24" WEST 52.57 FEET); THENCE NORTH 39°49'39" WEST 35.70 FEET; THENCE NORTH 48.60 FEET TO THE SAID SOUTHERLY LINE AND THE POINT OF BEGINNING.

EXHIBIT "A-24"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 24**

The land described in the foregoing document as the Phase 24 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT BEING 1147.32 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1713.37 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE SOUTH 53°45'09" EAST 83.64 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 214.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 33.08 FEET (CENTRAL ANGLE EQUALS 08°51'25" AND LONG CHORD BEARS SOUTH 28°31'17" WEST 33.05 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 24°06'35" WEST 94.64 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 36.06 FEET (CENTRAL ANGLE EQUALS 89°50'15" AND LONG CHORD BEARS SOUTH 69°01'44" WEST 32.48 FEET) TO A POINT OF TANGENCY; THENCE NORTH 66°03'10" WEST 45.13 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.59 FEET (CENTRAL ANGLE EQUALS 81°11'37" AND LONG CHORD BEARS NORTH 25°27'21" WEST 29.93 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 32.23 FEET (CENTRAL ANGLE EQUALS 16°11'56" AND LONG CHORD BEARS NORTH 07°02'30" EAST 32.12 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.15 FEET (CENTRAL ANGLE EQUALS 75°05'40" AND LONG CHORD BEARS NORTH 36°29'22" EAST 28.03 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.90 FEET (CENTRAL ANGLE EQUALS 109°30'34" AND LONG CHORD BEARS NORTH 19°16'54" EAST 57.18 FEET); THENCE NORTH 54°31'37" EAST 39.22 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-25"

**VINTAGE ON THE BLUFFS
LEGAL DESCRIPTION FOR PHASE 25**

The land described in the foregoing document as the Phase 25 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT BEING 994.97 FEET SOUTH 89°45'25" WEST ALONG THE QUARTER SECTION LINE AND 1695.67 FEET SOUTH 00°00'54" EAST FROM THE EAST QUARTER CORNER OF SECTION 3; AND RUNNING THENCE SOUTH 52°57'41" EAST 111.42 FEET; THENCE SOUTH 20°59'32" EAST 105.12 FEET; THENCE SOUTH 58°00'00" WEST 52.10 FEET; THENCE SOUTH 26°55'29" WEST 23.55 FEET; THENCE NORTH 61°03'28" WEST 177.81 FEET; THENCE NORTH 24°06'35" EAST 21.41 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 186.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 40.94 FEET (CENTRAL ANGLE EQUALS 12°36'37" AND LONG CHORD BEARS NORTH 30°23'43" EAST 40.86 FEET) TO A POINT OF TANGENCY; THENCE NORTH 36°42'02" EAST 91.10 FEET TO THE POINT OF BEGINNING.