

**INVERNESS SQUARE HOMEOWNER'S ASSOCIATION, INC.**

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"), is made this 17th day of November, 2005, by Inverness Square L.L.C., a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Inverness Square L.L.C. made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated June 10, 2005 and recorded among the Salt Lake County Recorder's Office, Entry #9408796, Book 9147, Pages 1635-1659, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions ("First Amendment") dated June 29, 2005 and recorded among the Salt Lake County Recorder's Office, Entry #9424364, Book 9155, Page 4815-4820, pursuant to which the Declarant subjected all that property described in the Declaration and First Amendment (the "Property") and Declarant formed an association known as, "Inverness Square Homeowner's Association, Inc."; and

WHEREAS, pursuant to Article 3.2 of the Declaration, Declarant reserved the right to add to the Property additional land within that area described in Exhibit "A" attached to the Declaration; and

WHEREAS, Declarant, is the owner of that certain property described in Exhibit "A" attached hereto and incorporated herein, and Declarant wishes to add that property described in Exhibit "A" attached hereto to the Property subjected to the Declaration; and

WHEREAS, in addition, Article 11.9 of the Declaration allows amendments to the Declaration upon at least 2/3rds written consent of Class A members of the Association and the consent of Declarant; and

WHEREAS, as of the date hereof, there are no Class A members, and Declarant desires to amend the Declaration, as set forth below.

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. Section 2.22 is hereby amended by adding the following sentence: "Questar Gas, its agents, and employees are permitted to go on the Property, during reasonable times, to install, inspect, maintain, operate, protect, remove, replace, service, and repair its natural gas transmission and distribution facilities and provide other work as needed. Owners shall maintain a proper distance from each Questar Gas natural gas facility for purposes of protecting and maintaining access to such facilities, but not less than three feet. Owners shall not build or construct, nor permit to be built or constructed, any Structure, building or other improvement over or across the right-of-way described in Exhibit "B", nor change the contour thereof, without written consent of Questar Gas. Owners will not permit any other activities to occur which may cause damage to Questar Gas' facilities or cause an unsafe condition, including, but not limited to, planting deep rooted trees

over the facilities or building structures, fences or retaining walls over the gas line. Should Questar Gas' permitted activities disturb landscaping, walks or driveways, Questar shall not be responsible for any associated repairs and any such repairs shall be performed by and at the expense of the Association. Owners will not place, and will not permit others to place, Hazardous Material over, within or adjacent to the trenches designated for Questar's facilities. If the any Owner violates this provision, Questar Gas may refuse or terminate service until the conditions are corrected at expense of the violating Owner(s). This Article 2.22 may be not be amended by any party without the prior written consent of Declarant and Questar Gas, or their respective successors or assigns, which consent may be withheld in their sole and absolute discretion."

2. Article III is hereby amended by adding the following provision:

3.3 **GAS LINE EASEMENTS.** It is represented by Declarant that the location of Questar Gas's system on the Property is free and clear of any Hazardous Material or has been remediated to the clean-up levels acceptable to and in accordance with any requirements of state, federal or local governmental entities having jurisdiction and their respective environmental or other laws, rules, regulations and orders. In addition to site remediation, in accordance with the voluntary clean up program, the trenches located within the Questar Gas right of way have been demarcated with the permeable liner. These trenches have been backed filled with non-hazardous soils from an off-site source.

3. Article 8.2 is hereby amended by adding the following provisions at the end this Article as 8.2.1.:

"8.2.1. In addition to the foregoing, the Association and each Owner and occupant on the Property shall be subject to that certain Agreement between Elsinore Communications, LLC ("Elsinore") and the Association dated November 17, 2005 ("Elsinore Agreement"), which refers to that certain MDU Services Agreement ("MDU Agreement") dated October 8, 2005, by and between Elsinore Communications, LLC ("Elsinore") and MSTARMetro.net, LLC ("MSTAR"). Assessments levied by the Association shall include all amounts required under the Elsinore Agreement. The Association is obligated to insure that the budget of the Association each year includes the amounts to be paid under the Elsinore Agreement. The sums due under the Elsinore Agreement will be billed by Elsinore and the Association is required to pay the amounts due under the bills on a monthly basis, or other periodic installment as determined by Elsinore in its sole and absolute discretion from time to time. The Association and each Owner shall also indemnify Elsinore for any and all claims, losses, damages, legal fees and any other type of costs or expenses arising under the MDU Agreement due to any act or omission by any Owner and/or the Association. The Association and each Owner as well as any future Owners recognize the rights Elsinore has under the MDU Agreement and shall not take any action or fail to take any action which may impair Elsinore's rights under the MDU Agreement or otherwise affect Elsinore in connection with the MDU Agreement or the services provided thereunder, and in the event the Association and/or any Owner takes any such action or fails to take any action, then the violating party or

parties shall be liable to indemnify Elsinore for any and all damages, losses, costs, legal fees or other expense Elsinore may incur in connection therewith. Further, the Association and each Owner agree and acknowledge that in the event MDU fails to comply with any term of the MDU Agreement, then in no event may Elsinore be liable to the Association or any Owner or occupant of the Property for any claim, loss or any other type of expense. This Article 8.2.1. may not be amended by any party without the prior written consent of Declarant and Elsinore, which consent may be withheld in the sole and absolute discretion of Declarant and/or Elsinore.

4. Article 11.9 is hereby revised by adding the following paragraph:

11.9 (c) Notwithstanding the foregoing provisions in this Article 11.9, any amendment affecting Article 2.22 (pertaining to Questar Gas) and/or Article 8.2.1. shall be expressly subject to the consent described in such Articles and no amendment may be made to this Declaration which affects Articles 2.22 (as it relates to Questar Gas), 8.2.1. or 11.10 without the consent of the parties required therein.

5. Article XI is hereby revised by adding the following provision:

11.10 **ELSINORE CONTRACT.** Each Owner is obligated to inform the Association in writing no later than ten (10) business days following the Owner signing any contract of sale of the Lot and such notice shall contain the buyer's or buyers' name as well as the date of settlement. Further, each Owner shall include in any contract of sale the acknowledgement and attachments contained in Exhibit "C", attached hereto, executed by all buyers under the contract of sale. The signed notice shall be forwarded to Elsinore Communications LLC at 308 East 4500 South, Suite 200, Murray, Utah 84107 or such other address as Elsinore may provide to the Association from time to time, within the ten (10) days provided herein. The Association shall be responsible for enforcing the Owner's obligations under this Article 11.10. In the event any Owner fails to comply with this Article 11.10 and/or the Association fails to enforce the obligations of the Owner described in this Article 11.10, then the Owner and the Association shall be liable to Elsinore for any costs, damages, legal fees and the like which Elsinore may incur as a result thereof. No amendment to this Article 11.10 may be made without the prior written consent of Elsinore, which consent may be withheld in its sole and absolute discretion.

6. All that property described in Exhibit "A" attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any

part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

7. The Common Area to be owned by the Association at the time of the conveyance of the first Lot contained within the Property is described in Exhibit "A" attached hereto and made a part hereof. References to streets and other Common Area described in Exhibit "A" are for reference only, and the streets and Common Area are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.


In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of Inverness Square L.L.C. on the day herein above first written.

WITNESS/ATTEST:

INVERNESS SQUARE L.L.C.

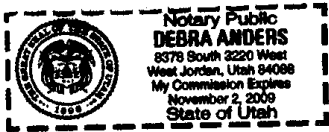
By: HAMLET HOMES CORPORATION,  
Member

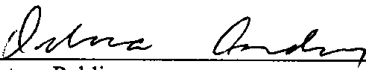
By:  (SEAL)  
John Aldous, President

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of November, 2005, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of Inverness Square, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.



  
Notary Public

My Commission Expires: Nov 2, 2009

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

**Phase IIB**

12 LOTS NUMBERED 94 THRU AND INCLUDING 105 AND ANY ADDITIONAL  
CONTINGENT PROPERTIES AND COMMON AREAS.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**EXHIBIT B**

**QUESTAR GAS RIGHT-OF-WAY**

Property located in the Southeast Quarter of Section 1 and the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

All Common Areas and Lots 1 thru 6, inclusive, INVERNESS SQUARE PHASE No. 1, a Planned Unit Development, according to the official plat on file with the county recorder for Salt Lake County, State of Utah,

All Common Areas and Lots 94 thru 105, inclusive, INVERNESS SQUARE PHASE No. 2B, a Planned Unit Development, according to the official plat on file with the county recorder for Salt Lake County, State of Utah.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**EXHIBIT C**

**Acknowledgement Form**

(As Follows)

## Internet Service Agreement

### ACKNOWLEDGEMENT BY CUSTOMER/BUYER:

1. This Internet Service Agreement provides terms specifically related to Customer's Internet Service. By signing up for Internet Service, Customer agrees to be bound by the terms of this Internet Service Agreement, as evidenced by Customer's signature below. All obligations in this Internet Service Agreement that refer to "Customer" also jointly and severally apply to Users. Customer shall make all Users at each Service Location reasonably aware of the restrictions and limitations associated with the Internet Services, and Customer shall be responsible for any breach of any portion of this Internet Service Agreement by any User.
2. **Description of Service.** Customer will be provided with access to the Internet via fiber optic cable under that separate contract by and between Inverness Square Homeowners Association, Inc. ("Association") and Elsinore Communications, LLC ("Elsinore"). MSTARMetro.net, LLC ("MSTAR") will make every effort to ensure consistently high upload and download speeds, but makes no warranty regarding the Internet Service.

Each Unit will be provided with:

An Internet connection speed of up to 10 megabits/sec

100 gigabytes of total bandwidth usage per month. If a Unit uses bandwidth in excess of this amount, then MSTAR may invoice Customer at the then-current per gigabyte overage charges for all usage over 100 gigabytes, and Customer shall promptly pay such charges. Overage charges are \$1.00 per gigabyte. All additional bandwidth shall be sold in units of 1 gigabyte each. Any unused bandwidth shall be automatically forfeited at the end of each month, and no unused bandwidth amounts will roll-over into any subsequent month. No credits will be given for unused bandwidth.

### 3. Acceptable Use Policies

a. **CUSTOMER AGREES TO USE THE SERVICE ONLY FOR LAWFUL PURPOSES.**

b. Unacceptable uses include, but are not limited to:

- i. **Spam.** Customer may not utilize the Internet Service for the purpose of sending direct mailings, solicitations, bulk mail, spam, or any other high volume e-mailing function. Customer will not send e-mail to persons who are not personally known to Customer, or who did not personally request e-mail from Customer. Customers whose activities result in the MSTAR domain name being banned from an e-mail server due to spamming may be assessed fees associated with the cost of lifting the ban. Any violation of this policy may result in the immediate termination of Customer's account, at the sole discretion of MSTAR. If Customer



violates this spamming policy, it will be assessed the following fines and fees, which Customer hereby agree to pay:

- (1) First offense: \$100
- (2) Second offense: \$500
- (3) Third offense: \$500 and automatic termination of Customer's account.

- ii. **Newsgroup posting.** The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. MSTAR reserves the right to determine whether a post constitutes an advertisement or commercial solicitation. The posting of a single article or substantially similar articles to an excessive number of newsgroups or mailing lists, or continued posting of articles that are off-topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the newsgroup or is deemed so by MSTAR. A violation of this policy will result in the immediate termination of Customer's account.
  - iii. **Obscenity.** Customers may not utilize the Internet Service to send or receive obscene materials.
  - iv. **Impersonation.** Customers may not utilize the Internet Service to impersonate another person.
  - v. **Defamation.** Customers may not utilize the Internet Service to defame, harm, harass, or libel another person.
  - vi. **Trade secrets.** Customers may not utilize the Internet Service to send or receive trade secrets in violation of applicable state or federal law.
  - vii. **Malicious software or code.** Customers may not utilize the Internet Service to send or intentionally receive any viruses, spyware, worms, Trojan horses or any other malicious computer software or code designed to damage or make use of any third party's property.
  - viii. **Intellectual property.** Customers may not utilize the Internet Service infringe on any party's intellectual property rights. Customers may not engage in the illegal or unauthorized transfer of intellectual property, including but not limited to music, written works, movies, software, videogames, instructions, data, and code.
  - ix. **Unauthorized access to computers.** Customers may not utilize the Internet Service for the purpose of hacking or other conduct related to unauthorized access of computers, servers or systems.
- c. **Bandwidth limits and fluctuations.** MSTAR may, when necessary to control network congestion, impose reasonable bandwidth limits on Customer's use of the Service in order to ensure equitable access for other Customers. MSTAR will use commercially reasonable

efforts to provide the bandwidth speed described in this Attachment, but Customer acknowledges that bandwidth speeds may fluctuate from time to time throughout the day and that Customer may not receive the designated speeds at all times during the day. At MSTAR's discretion, MSTAR may restrict or limit upload speeds.

- d. **Minors.** Customer will be fully responsible for monitoring minors' access to the Service, and will take appropriate steps to ensure that minors do not have access to harmful content. Customer acknowledges that MSTAR does not monitor minors' access to the Service and is not responsible for minors' access to inappropriate or harmful content.
- e. **Personal Accounts.** Customers that have paid for a personal account (as opposed to a business account) are not permitted to use MSTAR's Internet connection to sell or advertise goods or services. This is only permitted to those who have purchased a business account or a virtual server.
- f. **Enforcement.** MSTAR reserves the right to take whatever actions it deems appropriate to enforce these policies. MSTAR also reserves the right to change these policies without prior notice at any time. The actions MSTAR takes may include account suspension or termination. MSTAR does not issue any credits for accounts cancelled due to policy violations. Any Internet activity, which references back to MSTAR or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to MSTAR or an account or services provided by MSTAR will result in immediate termination, possible prosecution, and assessment of legal fees accrued. In addition to any other fees and penalties that may be assessed by the MSTAR, as provided herein, Customer shall be held liable for any and all costs incurred by the MSTAR as a result of Customer's violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorneys' fees and costs resulting from MSTAR responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. MSTAR's current hourly rate for responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is listed at are listed at the applicable MSTAR website. Further, Customer shall indemnify Elsinore for any and all claims, losses, damages, legal fees and any other type of costs or expenses due to any act or omission by the Customer hereunder

#### **4. Responsibility for Security and Filtering**

- a. **Security and viruses.** Customer acknowledges that by connecting to the Internet, Customer's and its User's computer system and files are vulnerable to access by unauthorized third parties (including hackers). Customer is solely responsible for installing, implementing and using computer security precautions such as closing unnecessary ports and using firewall technology. CUSTOMER AND ITS USERS ARE STRONGLY ENCOURAGED TO INSTALL AND

ROUTINELY UPDATE FIREWALL AND ANTIVIRUS SOFTWARE. In the event that Customer is found to be spreading a virus, whether intentionally or unintentionally, MSTAR may suspend Customer's account until such time as MSTAR believes that Customer has effectively remedied the situation.

- b. **Passwords.** Customer may be provided with initial passwords to access the Internet Service. Customer agrees to change the password upon initializing the account, and will protect any passwords associated with the account. Customer agrees that its username and password, and changes to both of these items, are Customer's responsibility.
  - c. **Web and E-mail Filtering.** From time to time MSTAR may make available to Customer certain Web, E-mail and other Internet filtering tools and features. Customer acknowledges that, because the Internet is constantly changing and evolving, these tools and features are not guaranteed to restrict all obscene, immoral or other unwanted content, email or websites. Further, these tools and features may not be able to monitor all data, email or materials accessed or downloaded by Customer (e.g., file sharing utilities). The Web, E-mail and other Internet filtering tools and features are provided AS-IS, WHERE-IS and MSTAR makes no warranty as to their effectiveness or usefulness.
  - d. **Wireless connections.** Customer acknowledges that using wireless networking connectivity may present certain security risks. Customer is solely responsible for implementing and using wireless security measures, including but not limited to enabling encryption technology (e.g., Wired Equivalent Privacy (WEP) or Wi-Fi Protected Access (WPA)) on the relevant equipment, including the access point.
  - e. **Disclaimer of liability.** Customer acknowledges and agrees that MSTAR has no liability for any unauthorized access of any Customer computer or system by any third party, and that Customer is solely liable for any damages arising from such unauthorized access. MSTAR is not providing any security advice or consulting services to Customer and is not responsible for installing or maintaining any security systems on behalf of Customer.
5. **IP Addressing.** MSTAR uses static and dynamic IP Addresses for Customers. Assignment of an IP address to Customer creates no ownership rights in Customer of the IP address. MSTAR retains all rights to any IP addresses it assigns to Customer.
6. **Ownership of Content.** Except for content on the MSTAR website, MSTAR does not own, license, or have any rights in content that Customer may upload or download, nor in e-mails that Customer may send or receive, nor in any content that Customer may upload to the server space provided by MSTAR under this Agreement. The content of all uploads, downloads, and e-mails associated with Customer's use of the Internet Service is solely the property and responsibility of Customer.

7. **Forwarding Upon Termination.** MSTAR will not forward Customer's email or URL after termination, and MSTAR does not offer a discounted forwarding option. For this reason, it is recommended that Customer's continue their account with MSTAR for as long as necessary for forwarding purposes. As long as MSTAR forwards Customer's email or website, Customer must continue its account with MSTAR.

Agreed and Accepted as of the Date shown below.

"CUSTOMER/BUYER(S)"

Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Customer/Buyer

\_\_\_\_\_

Customer/Buyer

Date: \_\_\_\_\_

**UPON COMPLETION RETURN TO:  
Elsinore Communication  
308 East 4500 South, Suite 200  
Murray, UT 84107**

## Television Service Agreement

### ACKNOWLEDGEMENT BY CUSTOMER/BUYER:

1. This Television Service Agreement provides terms specifically related to Customer's Television Service. By signing up for Television Service, Customer agrees to be bound by the terms of this Television Service Agreement as evidenced by Customer's signature below. All obligations in this Television Service Agreement that refer to "Customer" also jointly and severally apply to Users. Customer shall make all Users at each Service Location reasonably aware of the restrictions and limitations associated with the Television Services, and Customer shall be responsible for any breach of any portion of this Television Service Agreement by any User.
2. **Description of Service.** Customer will be provided with television Programming. A complete list of the Programming channels, services and equipment provided under this Television Service Agreement can be found at the applicable MSTAR website. MSTAR may update this list, add and delete programs from time to time. MSTAR does not warrant the provision of any particular Programming in conjunction with this agreement. In the event the Customer desires to upgrade the Television Service, it must do so by separate contract with and payment to MSTAR.
3. **Private Viewing.** CUSTOMER AGREES TO USE (AND REQUIRE THAT ITS USERS USE) THE TELEVISION SERVICE FOR PRIVATE VIEWING ONLY. Customer will not provide public transmissions or retransmissions of any Programming without the written consent of the party holding a license to the transmitted or retransmitted content. Customer will not transmit or retransmit Programming in a commercial establishment without the written consent of the party holding a license to the transmitted or retransmitted content.
4. **Unauthorized Devices.** Customer agrees not to attach any unauthorized devices to the Service that are designed to unlock, descramble, unencrypt, find, or otherwise manipulate the Programming that MSTAR offers.
5. **Audit Rights.** MSTAR reserves the right to audit Customer's use of the Television Service to determine whether Customer has engaged in any unauthorized uses. Customer consents to MSTAR's access to and manipulation of Customer's equipment or software for the purpose of such audit.
6. **Compliance.** Customer agrees to comply with all relevant laws, rules and regulations related to the Television Services, and will not engage in any practice nor use any tools or techniques (including television piracy tools) in violation of any law, rule or regulation. Should Customer engage in any illegal activity associated with the Television Services, then at MSTAR's option it may cancel this Attachment B (Television Service Agreement) immediately and without notice. Further, Customer shall indemnify

Elsinore for any and all claims, losses, damages, legal fees and any other type of costs or expenses arising due to any act or omission by the Customer hereunder.

Agreed and Accepted as of the Date shown below.

**"CUSTOMER/BUYER(S)"**

Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Customer/Buyer

\_\_\_\_\_

Customer/Buyer

Date: \_\_\_\_\_

**UPON COMPLETION RETURN TO:  
Elsinore Communication  
308 East 4500 South, Suite 200  
Murray, UT 84107**

**CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY**

US Title and Wells Fargo Bank, are, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated June 20, 2005 and recorded as Entry No. 9408796 in Book 9147 at Pages 1635-1659 of the Official Records of Salt Lake County, Utah hereby join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the foregoing Amendment to the operation and effect of such Declaration and Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 17 day of November 2005.

**WITNESS/ATTEST:**

**TRUSTEE:**

**US TITLE**

\_\_\_\_\_  
*Larry Burton* (SEAL)  
By: Larry Burton  
Its: President

**WITNESS/ATTEST:**

**BENEFICIARY:**

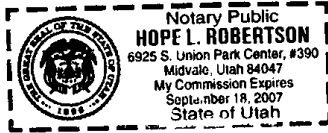
**WELLS FARGO BANK**

\_\_\_\_\_  
*Harro Van Leeuwen* (SEAL)  
By: Harro Van Leeuwen  
Its: Vice President

STATE OF UTAH: COUNTY OF Salt Lake : TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of November, 2005, before me, a Notary Public for the state aforesaid, personally appeared Larry Burton on behalf of U.S. Title, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Hope L. Robertson  
Notary Public

My commission expires on 9-18-07.

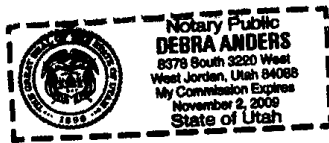
STATE OF UTAH, COUNTY OF Salt Lake : TO WIT:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of November, 2005, before me, a Notary Public for the state aforesaid, personally appeared Harro Van Leeuwen the Vice President of Wells Fargo Bank, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed it as Beneficiary for the purposes therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Debra Anders  
Notary Public

My commission expires on Nov 2, 2009





RXLP INVERNESS

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B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	1	22-15-378-026-0000	NO
		L	2	22-15-378-025-0000	NO
		L	3	22-15-378-024-0000	NO
		L	4	22-15-378-021-0000	NO
		L	5	22-15-378-022-0000	NO
		L	6	22-15-378-023-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXKP INVERNESS SQUARE PH 2B PUD  
# OF LOTS: 0013 ENTRY:  
REQUESTED BY: INVERNESS SQUARE LLC  
NAME INVERNESS SQUARE PH 2B PUD  
TYPE: RESIDENT PUD  
COMMENTS: LOC: SE SECT 1 2S1W  
21-01-453-017,019,020

DATE RECORDED: 11/04/2005  
9544810 BK 02005P PG 350 TIME 10:41  
# OF PAGES: 0001 REPRODUCIBLE? Y  
DEC DATE 01/01/0001 TM 00:00  
DECL # 0 BK 000000 PG 0  
PLAT PAGES: 21-01-41

BLK/BLDG	FROM	TO	BLK/BLDG	FROM	TO	MORE: N
	L 94	105				

PF3=COMNT PF4=PLAT/PG PF6=BLK PF1=RXEN PF2=REF PF5=RXLP PF7=RXAB PF12=PRV CMN