

RECORDING REQUESTED BY :
SIRENS, LLC :
:
WHEN RECORDED MAIL TO :
:
SIRENS, LLC :
465 East 3300 South :
Salt Lake City, Utah 84115 :
:

Space above for County Recorder's Use

4632647

PARCEL ID NO. See Attached

AMENDED AND RESTATED DECLARATION

THIS AMENDED AND RESTATED DECLARATION (hereafter "Declaration") is made on the 8th day of March, 2006, by and between **SIRENS, LLC**, a Utah corporation (herein referred to as "Sirens"), the **NOTTING COURT OWNER'S ASSOCIATION** (herein referred to as the "Association") owners of all units in The Notting Court condominium who sign this Declaration ("N.C. Owners") and **MELANIE ALLRED**, an individual (herein referred to as "Allred").

RECITALS:

A. Sirens was previously the Owner of two parcels of improved real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described on Exhibits "A" and "B" attached hereto (referred to herein as "Parcel A" and "Parcel B", respectively, or collectively as the "Parcels" or separately as a "Parcel").

B. Sirens, as the original Declarant, executed an original Declaration dated June 1, 2005, providing for ingress and egress to the Parcels A and B, which original Declaration was recorded in the offices of the Salt Lake County Recorder on June 2, 2005, as Entry No. 9393224, in Book 9139, at Pages 7344 (the "Original Declaration").

C. Sirens subsequently conveyed Parcel A to Allred.

D. Sirens executed that certain Declaration of Condominiums and Declaration of Covenants, Conditions and Restrictions with respect to Parcel B, which Declaration is dated July 13, 2005, and was recorded in the offices of the Salt Lake County Recorder on July 13, 2005, as Entry No. 9430768, in Book 9158 at Page 3683 (the "Condominium Declaration"). The Association is the association of homeowners provided for under the terms and conditions of the Condominium Declaration.

E. The parties herein desire to amend the Original Declaration and to restate the same in its entirety as amended.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the parties hereto declare and certify as follows:

ARTICLE 1

DEFINITIONS

In addition to the terms defined in the Recitals to this Declaration, the following terms, when capitalized herein, shall have the meanings set forth below, unless the context otherwise requires:

1.01. **Complex**: The term "Complex" shall mean the Parcels, together with all buildings, improvements and other facilities now or hereafter located or constructed thereon.

1.02. **Common Entrance**: The term "Common Entrance" shall mean the common access driveway legally and graphically described on Exhibit "C" attached hereto and incorporated herein by reference, together with any improvements constructed or located thereon, which parcel is located in part on Parcel A and in part on Parcel B.

1.03. **Owner**: The term "Owner" shall mean each of the following, and "Owners" shall mean both of the following together: (1) those persons or entities who collectively from time to time are the owners of Parcel A; and (2) those persons or entities who collectively from time to time are the owners of Parcel B. As of the date of this Declaration, Alred is the Owner of Parcel A and the owners of the various Notting Court condominium units are, collectively, the Owner of Parcel B.

1.04. **Real Property**: The term "Real Property" shall mean all or any portion of each of Parcel A and Parcel B owned by an Owner.

1.05. **Tenant**: The term "Tenant" shall mean any person or entity from time to time entitled by lease, sublease, rental agreement or other contractual relationship to occupy a residence within the Complex.

1.06. **Permitted Users**: The term "Permitted Users" shall mean (1) Owners and their respective employees, agents, guests and invitees of the Owners, (2) Tenants, and (3) guests and invitees of Tenants, but only to the extent the Tenants are permitted under the terms hereof and of their leases or rental agreements to make the benefits of any of their rights and privileges hereunder available to such guests and invitees.

1.07. **Mortgage**: The term "Mortgage" shall mean and include a mortgage or deed of trust that encumbers a Real Property or a portion thereof or interest therein.

1.08. **Mortgagee**: The term "Mortgagee" shall mean the holder of a Mortgage.

1.09. Utility Lines: The term "Utility Lines" shall mean culinary water lines, sanitary sewers, storm drains, catch basins, electrical lines, telephone lines, cable television lines, natural gas lines, etc. for which easements are granted in accordance with the provisions of Section 3.02 herein below.

ARTICLE 2

STATEMENT OF INTENT

2.01. Intent. It is the intent of this Declaration to provide for the maintenance and use of the Common Entrance, and to provide for and define the Owners' responsibilities with respect to Utility Lines and easements.

ARTICLE 3

EASEMENTS, RIGHTS & PRIVILEGES

3.01. Common Entrance Easements. Each Owner of a Real Property hereby grants, conveys and transfers to every other Owner of a Real Property, for the benefit of each Real Property, a perpetual, non-exclusive right, privilege and easement to use, and to permit its respective Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the Common Entrance, including but not limited to all driveways located thereon for the purpose of pedestrian and vehicular passage (including construction and maintenance of the same), on, over and across such Common Entrance for ingress to and egress from the Complex and, where designated on Exhibit "C", subject, however, to the following:

(a) The Owners may establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Common Entrance, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) Except as provided in Article 4 below, the Owners may not levy any charge for the use of the Common Entrance;

(c) Each Owner shall be responsible for maintaining the improvements in accordance with the further provisions of Article 4.

(d) The easements, rights and privileges created in this Section 3.01 are not intended, and shall not be construed, as a dedication of any portion of the Common Entrance for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication. Such closures shall require prior written agreement of the Owners.

(e) This Declaration does not create and shall not be construed to create rights of Owners or Permitted Users of one Parcel to otherwise use or park on the other Parcel.

(f) Since the Common Entrance is or may be required as a fire lane for Parcel A and/or Parcel B, there shall be no parking of vehicles in the Common Entrance; provided however, construction equipment and vehicles may be upon the Common Entrance when engaged in repairs or maintenance of the Common Entrance or when engaged in installation of Utility Lines under Section 3.02, provided that such work, equipment and vehicles at all times allow for passage of vehicles (the equivalent of a minimum of one lane, or one-half the width of the Common Entrance) across the Common Entrance for Owners, Tenants, guests, and invitees and appropriate traffic control is provided. The Association and Owner of Parcel A shall establish rules for violation of the parking prohibition, which may include towing of vehicles parked in violation of the parking provision. In the event the Association and Owner of Parcel A do not agree, the matter shall be submitted to arbitration to be conducted in Salt Lake City, Utah (a) according to the rules of the American Arbitration Association, or (b) according to such other rules or with such other arbitrators as the Association and Owner of Parcel A agree. The rules so adopted shall be binding on the Owners, Tenants, guests and invitees.

(g) Notwithstanding any other provision herein, either Owner may have the Common Entrance located and marked (including up to typical street or highway type lines) on the site, at the expense of such Owner.

3.02. Utility Easements. Each Owner hereby grants to all other Owners a non-exclusive easement for the benefit of each Real Property, a perpetual, non-exclusive right, privilege and easement and right of way, in, over, along, across, under and through the Common Entrance to the extent reasonably necessary to connect, extend, install, repair and maintain Utility Lines, serving or reasonably necessary to serve each Real Property (herein "Utility Easement," if singular or "Utility Easements" if plural).

The easements granted herein above are subject however to the following:

(a) An Owner shall not install or arrange for installation of Utility Lines (including any utility line) on the other Owner's property without written consent of the other Owner.

(b) Unless otherwise approved by the Owner whose Real Property such utility line is located upon, all Utility Lines located in such Utility Easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

(c) The Owner of the Real Property which such utility line is located upon shall have the right to relocate such Utility Easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere

with, increase the cost of, or diminish, any utility services to the property which such Utility Lines serve.

(d) Except as otherwise specified herein, the cost of installing, maintaining and repairing any such Utility Lines shall be paid by the Owner or Owners of the property served by such Utility Lines, and, if there be more than one property so served, such costs shall be shared among the Owners of the respective properties so served as such Owners shall agree or if no agreement can be reached, in the ratio of the total number of residences served by such Utility Lines, which is deemed for all purposes of this Declaration to be ten (10) residents for Parcel B and four (4) residents for Parcel A.

(e) Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Owners and Tenants, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately remove all debris and cause the improvements, including landscaping to be restored to its former condition.

(f) Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 3.02.

(g) Unless there is a separate written agreement between the Owners for sharing of a garbage dumpster, the easement provided herein shall not permit the Owner of any Real Property to grant access to any commercial vehicle for the servicing of garbage dumpsters upon a Real Property.

ARTICLE 4

MAINTENANCE OF COMMON ENTRANCE AND UTILITY LINES, AND INSURANCE

4.01. Maintenance Responsibilities. Throughout the term of this Declaration, each Owner of Real Property shall be responsible for maintaining the Utility Lines owned by such Owner, regardless of location. The Common Entrance shall be maintained in good repair and the costs thereof shall be allocated between the Owners in the following percentages: Parcel A - 40%; and Parcel B - 60%. The Utility Lines and Common Entrance shall be maintained in good repair and in a safe and sound condition, clean and free of rubbish, debris, snow and other hazards. The obligation to so maintain the Utility Lines and Common Entrance or portions thereof shall include, but not be limited to, the following:

(a) Maintenance of the surface of all roadways, driveways, walkways and other improvements in a clean and safe condition, including the paving, repairing or surfacing and resurfacing, painting or repainting of such areas when necessary

with materials in quality, appearance and durability equal to the original materials; the removal of snow, debris and waste materials and the washing or sweeping of paved areas as required;

(b) Maintenance and repair of all Utility Lines and when necessary the replacement of the same with materials of equal or better quality and function;

(c) With respect to maintenance and/or repair of the Common Entrance, the Owners may from time to time allocate such responsibilities between them or in the alternative they may collectively enter into one or more contracts for the same; such allocation and/or contracts must be in writing. Decisions regarding maintenance and/or repair shall be made by the unanimous vote of Owners, each Owner of a Parcel to have one vote, and such decisions shall be in writing, signed by each Owner. In the event that the Owners can not agree upon a method of maintenance, the provisions of this Declaration regarding arbitration shall be controlling.

(d) In the event that one or more Owners believe that improvements are required relative to the Common Entrance as a result of casualty, deterioration or other events not within the contemplation of this Section 4.01, or in the further event that the Owners are not able to mutually agree as to the need or cost of such improvements, all parties agree to submit such issues to arbitration to be conducted in Salt Lake City, Utah, (a) according to the rules of the American Arbitration Association, or (b) according to such other rules or with such other arbitrators as the parties may agree.

4.02. Insurance. Each Owner shall obtain public liability insurance against bodily injury and property damage resulting from or arising out of the use, maintenance and repair of its Real Property, including the Common Entrance, in which the limits of public liability for personal and bodily injury shall be not less than \$1,000,000 single limit and in which the property damage liability shall be not less than \$100,000. The cost of such insurance, even though applicable in part to the Common Entrance, shall be the sole and separate responsibility of each respective Owner. Provided, however, that the Owner of Parcel A shall initially provide insurance with a \$500,000 single limit, to be replaced by the \$1,000,000 limit when the Owner of Parcel A can obtain such greater amount from its insurance provider.

4.03. Right to Perform; Remedies. In the event any Owner fails to discharge any of its installation, maintenance, or payment obligations under Section 4.01 hereof, within thirty (30) days after receiving written notice thereof from the other Owner, the Owner giving notice shall have the right to (a) perform such obligations and charge the cost thereof to the persons responsible for the payment thereof, or (b) pursue any other remedy provided by this Declaration or applicable law. If an Owner elects to perform the other Owner's obligations, the responsible Owner shall then remit the amount of such Owner's obligation as advanced by the other Owner within twenty (20) days of demand.

4.04 Condominium Assessment; Lien. Any amount due under this Declaration to the Owner of Parcel A from the Owner of Parcel B shall be collected as part of the common area assessments of the Notting Court condominium. In addition, the amount owed to the Owner of Parcel A shall constitute the personal obligation of each owner and all owners of each condominium unit and all condominium units in Notting Court condominium. If payment is not timely made by the Association and after notice to the Association as provided in this Declaration, the Owner of Parcel A, at her/his/its sole option and election, may (a) file a mechanic's lien under Chapter 1, Title 38, Utah Code, for work performed, (b) file a notice of interest or notice of lien against all Units in the Notting Court condominium which notice may remain of record until the total amount is paid, or (c) commence an action against one or more, or all of the unit owners of Notting Court condominium.

In the event any amount due under this Declaration to the Owner of Parcel B from the Owner of Parcel A is not timely paid, then after notice to the Owner of Parcel A as provided in this Declaration, at the sole election of the Association, the Association on behalf of the Owner of Parcel B may: (a) file a mechanic's lien under Chapter 1, Title 38, Utah Code, for work performed, (b) file a notice of interest or notice of lien against Parcel A, which may remain of record until the total amount is paid, or (c) commence an action against the Owner of Parcel A.

The amount due and owed shall include interest at the rate of ten percent (10%) per annum from the due date and after notice required under this Declaration, attorneys' fees associated with pursuing any remedy provided in this Action.

ARTICLE 5

DAMAGE OR DESTRUCTION

5.01. Obligations to Rebuild. In the event of damage to or destruction of the Common Entrance from any cause whatsoever, the Owners, unless unanimously agreed to the contrary in writing, shall repair, rebuild and restore the same to substantially the same condition and quality existing prior to such damage and destruction. Such repair, rebuilding and restoration shall be performed promptly and diligently in a workmanlike manner and, once commenced, shall be carried through continuously to conclusion, subject only to unavoidable delays. The cost of any such repair, rebuilding and/or restoration, to the extent not covered by insurance, shall be allocated in accordance with the proportionate obligation of the parties as set forth in Article 4, unless the damage or destruction is caused by an Owner, in which case such Owner shall be responsible for the cost of repair. If the damage is not covered by insurance and if there is no applicable waiver of subrogation, the Owners or either of them shall have recourse against the person who or entity which caused the damage.

ARTICLE 6

ENFORCEMENT

6.01. Enforcement. Any Owner shall have the right to enforce each and every provision of this Declaration and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

6.02. Attorneys' Fees. In any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration, or any provision thereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in such amount as is fixed by the Court in such proceedings.

6.03. Cumulative Remedies - Waiver. All remedies provided herein or at law or in equity shall be cumulative and non-exclusive. The failure of any party entitled under the provisions hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof.

ARTICLE 7

TERM - MODIFICATION

7.01. Term. This Declaration and all easements, rights, restrictions, covenants and obligations contained herein shall run in perpetuity, unless terminated pursuant to the provisions of Section 7.02 hereof.

7.02. Termination or Modification. This Declaration may be amended, modified or terminated by the recordation, in the Office of the Recorder of Salt Lake County, Utah, of a written instrument signed by the Owners and the Mortgagees of all Real Properties.

ARTICLE 8

MISCELLANEOUS

8.01. Mortgagees. Any Mortgage affecting any portion of any Real Property shall at all times be subject and subordinate to the terms of this Declaration, and upon foreclosure of or sale under the power of sale contained in any such Mortgage, the purchaser shall acquire title to such property subject to all of the terms of this Declaration.

8.02. Covenants Running with the Land. The easements, rights, restrictions, covenants and obligations contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of each successive Owner of a Real Property

within the Complex, and the same shall constitute a general plan for the use, development and protection of the Complex.

8.03. Taxes. Each Owner shall be responsible for all real estate taxes, assessments and other charges that may be levied, assessed or charged against its Real Property and any improvements, including any common facilities, located thereon.

8.04. No Joint Venture. Nothing contained in this Declaration shall be construed to make the Owners of the Complex or any Real Property, partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner.

8.05. Third Parties. This Declaration is for the exclusive benefit of the Owners of the Complex and the Permitted Users and not for any other persons. Nothing contained in this Declaration, express or implied, is intended to confer upon any person, other than Owners, any rights or remedies under or by this Agreement.

8.06. Severability. If any provision, or a portion thereof, of this Declaration, or the application thereof to any person, entity or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration or the application of such provision or portion thereof to any other persons, entities or circumstances shall not be affected thereby; the remainder of this Declaration shall be given effect as if such invalid or such inoperative portion had not been included; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8.08. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally served, or if mailed by certified or registered U.S. Mail, return receipt requested, postage prepaid, and addressed to the Owners, as follows:

If to Owner of Parcel A: Melanie Allred
 277 K Street
 Salt Lake City, UT 84103

With copy to: Wayne G. Petty
 MOYLE & DRAPER, P.C.
 City Centre I, Suite 900
 175 East 400 South
 Salt Lake City, UT 84111

If to Owner of Parcel B: Notting Court Owner's Association
c/o Todd Holbrook
465 East 3300 South
Salt Lake City, Utah 84115

With copy to: Stephen B. Watkins
Halliday & Watkins
376 East 400 South
Salt Lake City, UT 84111

If personally served, notices or other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally served. If sent by mail in the form specified herein, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail in the form specified in this Section.

An Owner may designate from time to time another or different address for notice by giving notice in writing to the other Owner in the manner specified in this Section.

8.09. Headings. The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this Declaration or any part thereof.

8.10. Estoppel Certificates. Within fifteen (15) days after receipt of written request by any Owner, the other Owner shall deliver to any proposed Mortgagee or purchaser of the requesting Owner's Real Property, a certificate stating that this Declaration is in full force and effect, and identifying any defaults or violations of this Declaration that exist with respect to such Real Property. Any such certificate shall, as to such proposed purchaser or Mortgagee, be evidence of the truth of the statements contained therein and may be relied upon by any proposed purchaser or Mortgagee of the Real Property.

8.11. Transfers of Title. Upon any sale or transfer of a Real Property, the selling or transferring Owner shall, concurrently with the filing for record of the instrument of conveyance or transfer, give the other Owner(s) written notice of the transfer and of the identity of the transferee. Upon any such sale or transfer, and upon payment of any and all amounts which shall then be due and payable by the selling Owner under Article 4 hereof pursuant to the terms of this Declaration, the selling or transferring Owner shall be relieved of any liability or obligations theretofore arising under this Declaration for amounts then or previously due and payable under Article 4 hereof with respect to the Real Property so conveyed or transferred. This Section shall not release an Owner or any other person of other amounts due or payable or which become due or payable pursuant to this Declaration.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

OWNERS OF CONDOMINIUM UNITS 1, 2, 5, 7, 8, 9, AND 10, NOTTING COURT:

SIRENS, LLC, a Utah limited liability company

By: Beth Holbrook
Name: Beth Holbrook
Title: Partner

NOTTING COURT OWNER'S ASSOCIATION

By: Beth Holbrook
Name: Beth Holbrook
Title: Vice President

Melanie Allred
MELANIE ALLRED, Owner of Parcel A

OWNERS OF UNIT NO. 3, NOTTING COURT:

Anthony J. Burns
Anthony J. Burns

Lorriann R. Burns
Lorriann R. Burns

OWNERS OF UNIT NO. 4, NOTTING COURT:

Douglas D. Ross
Douglas D. Ross

Laurel L. Ross
Laurel L. Ross

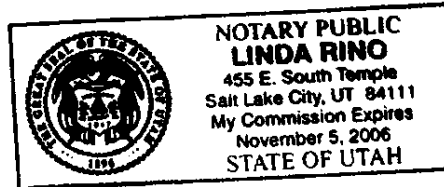
OWNERS OF UNIT NO. 6, NOTTING COURT:


Shawn Chidester

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 8 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Beth Holbrook, and being by me duly sworn, did say that he is the PARTNER of SIRENS, LLC, a Utah limited liability company, the company that executed the within and foregoing instrument, and acknowledged to me that said instrument was signed on behalf of such company by authority of its Articles of Organization and operating agreement, and the said PARTNER acknowledged to me that the said company executed the same.

Linda Rino
NOTARY PUBLIC



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 8 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Beth Holbrook, and being by me duly sworn, did say that he is the vice president of **NOTTING COURT OWNER'S ASSOCIATION**, an unincorporated association of homeowners of Notting Court Condominiums, the Association that executed the within and foregoing instrument, and acknowledged to me that said instrument was signed on behalf of such association by authority of the condominium declaration and bylaws, and the said VICE PRESIDENT acknowledged to me that the said association executed the same.


Linda Rino
NOTARY PUBLIC



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 8 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY L. BURNS AND LORIANN R. BURNS**, the signer of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Linda Rino
 NOTARY PUBLIC

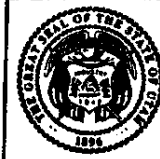


NOTARY PUBLIC
LINDA RINO
 455 E. South Temple
 Salt Lake City, UT 84111
 My Commission Expires
 November 5, 2006
 STATE OF UTAH

STATE OF UTAH)
 Summit)
 COUNTY OF SALT LAKE)

On this 9th day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared **DOUGLAS D. ROSS AND LAUREL L. ROSS**, the signer of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Debbie Purvis
 NOTARY PUBLIC




NOTARY PUBLIC
DEBBIE PURVIS
 1483 Newpark Blvd
 PO Box 981748
 My Commission Expires
 March 15, 2009
 STATE OF UTAH

STATE OF UTAH)
) : SS
 COUNTY OF SALT LAKE)

On this 9 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared **SHAWN CHIDESTER**, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

Darcie Hourley
 NOTARY PUBLIC



NOTARY PUBLIC
DARCIE HOURLEY
 8000 Washington Blvd
 Ogden, UT 84401
 My Commission Expires
 July 30, 2008
 STATE OF UTAH

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

On this 10 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared **MELANIE ALLRED**, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.



NOTARY PUBLIC

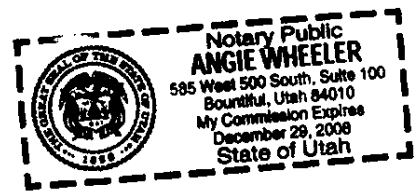


EXHIBIT "A"

(Parcel "A")

Commencing 12½ feet North of the Southwest corner of Lot 3, Block 24, Plat G, Salt Lake City Survey; and running thence North 70 feet; thence East 165 feet; thence South 70 feet; thence West 165 feet to the point of beginning.

EXHIBIT "B"

(Parcel "B")

The condominium units and common areas and facilities of Notting Court, a condominium, including the following:

Unit 1	Parcel No.:	09-32-389-001-0000
Unit 2	Parcel No.:	09-32-389-002-0000
Unit 3	Parcel No.:	09-32-389-003-0000
Unit 4	Parcel No.:	09-32-389-004-0000
Unit 5	Parcel No.:	09-32-389-005-0000
Unit 6	Parcel No.:	09-32-389-006-0000
Unit 7	Parcel No.:	09-32-389-007-0000
Unit 8	Parcel No.:	09-32-389-008-0000
Unit 9	Parcel No.:	09-32-389-009-0000
Unit 10	Parcel No.:	09-32-389-010-0000
Common area	Parcel No.:	09-32-389-011-0000

The boundary of the land included in Notting Court is as follows: Beginning at the Northwest corner of Lot 2, Block 24, Plat "G", Salt Lake City Survey; and running thence South 2½ rods; thence East 10 rods; thence North 52.75 feet; thence West 10 rods; thence South 12.5 feet to the place of beginning.

EXHIBIT "C"

(Common Entrance)

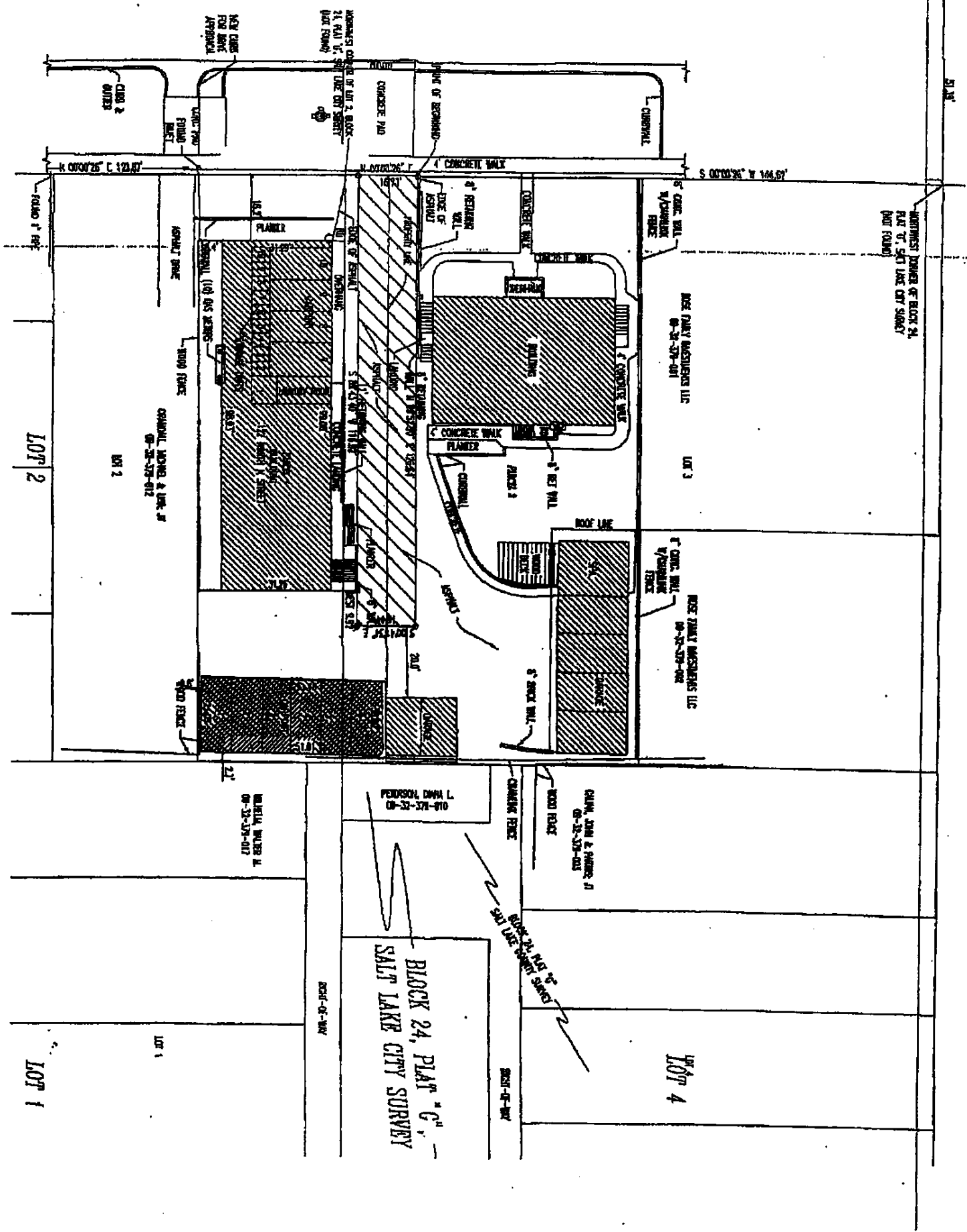
The purpose of this description is for a shared access agreement located in Block 24, Plat "G", Salt Lake City Survey, as on file with the office of the Salt Lake City Surveyor, said easement being more particularly shown on the drawing attached hereto and described as follows:

Beginning at a point on the Westerly line of said Block 25, said point being South 00°00'26" West along said Westerly line 144.62 feet from the Northwest corner of said Block 24, and running thence North 89°52'50" East 126.64 feet; thence South 00°41'34" East 16.44 feet; thence West 9.92 feet; thence South 89°43'40" West 116.92 feet to said Westerly line; thence North 00°00'26" East along said Westerly line 16.73 feet to the point of beginning.

If there is any discrepancy between (a) the Common Entrance as shown on the attached drawing, and (b) the above legal description, the attached drawing, and the legal description shown thereon, shall control.

N STREET (950 EAST)

N 00°00'24" W 413.034' (RECORD PER SALT LAKE CITY ATLAS PLAT 6, SALT LAKE CITY SURVEY) N 00°00'05" W 413.28' (CALCULATED)



LOT 2

LOT 3

LOT 4

LOT 1

BLOCK 24, PLAT 6
SALT LAKE CITY SURVEY