

**FIRST AMENDMENT TO  
 DECLARATION OF  
 STERLING VILLAGE**

13th THIS FIRST AMENDMENT TO DECLARATION OF STERLING VILLAGE is made and executed this \_\_\_ day of March, 2006, by STERLING VILLAGE, L.C., a Utah limited liability company(hereinafter referred to as "Declarant").

RECITALS:

A. On the 28th day of April, 1997, Declarant made and executed that certain "Declaration of Reciprocal Easements and Covenants (Sterling Village)" with respect to the certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto (herein the "Declaration"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on the 15th day of May, 1997, as Entry No. 6645584, in Book 7667, beginning at page 2134.

B. Declarant desires to amend certain provisions of the Declaration by the filing of this Amendment

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Declarant hereby declares and certifies as follows:

1. Section 2.02. Section 2.02 of the Declaration is deleted in its entirety with the following substituted in place thereof:

2.02. Development of Expansion Land. In the event the following three (3) conditions have been satisfied, namely: (a) that Declarant, or its successors and assigns, or third parties (if third parties have acquired all or a portion of the Expansion Land) desire to develop any portion of the Expansion Land as residential use property within ten (10) years from the date of recording of the Declaration, (b) if the owner of all or a portion of the Expansion Land desires to be subject to the terms and conditions of the Declaration; and (c) if Declarant provides its consent to the addition of all or a portion of the Expansion Land to the terms and conditions of the Declaration, then the Declarant and the owner of that portion of the Expansion Land to be added to the Apartment Complex shall execute and record against the Phase I Parcel and the Expansion Land to be added, an amendment to this Declaration (including for each such addition, a legal description to be added as Exhibit "B-2" or "B-3", etc, and a Site Plan, to be added as Exhibit "C-2 or "C-3, etc.) designating such portion of the Expansion Land as an additional phase of the Apartment Complex. As a condition to the execution and recordation of any amendment to the Declaration, Declarant shall approve the Building Areas, parking and driveway layout, and other elements of the Site Plan, such approvals not to be unreasonably withheld. Declarant hereby affirms that any owner who acquires or who has acquired any interest in the Expansion Land is not obligated to add any portion of the Expansion Land to the provisions of the Declaration.

2. Section 3.02. The first sentence of Section 3.02 of the Declaration is deleted in its entirety, with the following substituted in place thereof:

No use of the Apartment Complex shall interfere with the use of the Common Areas within the Apartment Complex for the purposes for which they were intended as provided in this Declaration or impede the free flow of vehicular or pedestrian traffic thereon, including but not limited to any easement reserved or granted for the benefit of the Expansion Land as set forth in Section 6.10.

3. Section 6.07. Section 6.07 of the Declaration is deleted in its entirety, with the following substituted in place thereof:

6.07. Use of Easements. The easements and rights-of way, established by this Article VI, excluding any easement reserved for and/or granted for ingress to and from the

Expansion Land, shall be for the benefit of and restricted solely to the use of the Owners and their respective successors and assigns, the tenants of the Owners, mortgagees under mortgages covering any of the Subject Land, beneficiaries and trustees under deeds of trust covering any of the Subject Land and to their agents, tenants, employees, licensees, and business invitees and the same is not intended and shall not be construed as creating any rights in or for the benefit of the general public; provided further that the grant herein is subject to the provisions of Section 6.08 below.

4. Section 6.09. Section 6.09 of the Declaration is deleted in its entirety, with the following substituted in place thereof:

6.09. No Further Easements. No Owner of any real property interest in the Subject Land shall grant any easement, right-of-way, or right of use with respect to any of the Common Areas except as provided herein. Nor shall any such person grant any easement, right-of-way, or right of use with respect to any Building Area, the fee ownership of which is not vested in said party. Nothing in this Article VI shall preclude Declarant from granting an easement to a third party or reserving an easement for itself, for ingress and egress through the Phase I Parcel to the Expansion Land and each portion thereof as provided in Section 6.10 below.

6. Section 6.10. Section 6.10 is added to the Declaration as follows:


6.10. Grant of Easement. On the 31<sup>st</sup> day of January 2005, Declarant entered into that certain Easement Agreement with Castlewood-Sterling Village I, LC, a Utah limited liability company ("Castlewood I") which Easement Agreement provided, among other matters, that Castlewood I was granted certain non-exclusive easements for access to and from the Expansion Land, which Easement Agreement was recorded in the offices of the Salt Lake County Recorder on February 2, 2005, as Entry No. 9289511, in book 9090, beginning at page 5152. The terms and conditions of this Declaration, as amended, shall be subordinate to the rights, terms, conditions and obligations of the Easement Agreement.

7. Effective Date. This Amendment to Declaration shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

STERLING VILLAGE, L.C., a Utah limited liability company

By: PROMETHEUS REAL ESTATE GROUP, INC., a California corporation, Manager

By:   
Name: Tagan B. Sabre  
Title: VP & Attorney

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

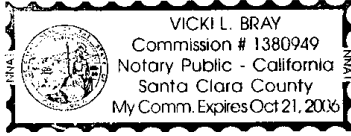
On the \_\_\_\_ day of March, 2006, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Prometheus Real Estate Group, Inc., a California Corporation, the Manager of STERLING VILLAGE, L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Santa Clara } ss.  
On March 13, 2006 before me, Vicki L. Bray  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jacklyn B. Saffier  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Vicki L. Bray  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Declaration of Sterling Village  
Document Date: March 13, 2006 Number of Pages: 3  
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: Saffier, Jacklyn B.  
 Individual  
 Corporate Officer — Title(s): Executive Vice President & Principal  
 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Prometheus Real Estate Group



Exhibit "A"  
to  
First Amendment to Declaration of  
STERLING VILLAGE

Parcel 1, Sterling Village Parcel Plat, recorded in the office of the Salt Lake County Recorder.

( 27-13-376-014 )  
( 27-13-376-016 )  
( 27-13-376-024 )  
( CONTINUED - see attached )

(CONTINUED)

27-24-106-011-0000	27-24-126-020-0000
27-24-106-012-0000	27-24-126-019-0000
27-24-106-010-0000	27-24-126-018-0000
27-24-106-009-0000	27-24-126-017-0000
27-24-106-008-0000	27-24-126-012-0000
27-24-106-007-0000	27-24-126-013-0000
27-24-106-002-0000	27-24-126-016-0000
27-24-106-001-0000	27-24-126-015-0000
27-24-106-003-0000	27-24-126-014-0000
27-24-106-004-0000	27-24-129-003-0000
27-24-126-011-0000	27-24-129-004-0000
27-24-126-010-0000	27-24-129-007-0000
27-24-126-009-0000	27-24-129-006-0000
27-24-105-014-0000	27-24-129-005-0000
27-24-105-013-0000	27-24-129-002-0000
27-24-105-012-0000	27-24-129-001-0000
27-24-105-011-0000	27-24-106-005-0000
27-24-105-010-0000	27-24-106-006-0000
27-24-105-009-0000	27-24-106-011-0000

27-24-126-021-0000	27-24-102-029-0000	27-24-105-009-0000
27-24-102-012-0000	27-24-102-030-0000	27-24-105-008-0000
27-24-102-013-0000	27-24-102-031-0000	27-24-105-007-0000
27-24-102-014-0000	27-24-102-032-0000	27-24-105-006-0000
27-24-102-015-0000	27-24-102-033-0000	27-24-105-005-0000
27-24-102-016-0000	27-24-102-034-0000	27-24-105-004-0000
27-24-102-017-0000	27-24-102-035-0000	27-24-105-003-0000
27-24-102-018-0000	27-24-128-001-0000	27-24-105-002-0000
27-24-102-019-0000	27-24-128-002-0000	27-24-105-001-0000
27-24-102-020-0000	27-24-128-003-0000	27-24-102-011-0000
27-24-102-021-0000	27-24-128-004-0000	
27-24-102-022-0000	27-24-128-005-0000	
27-24-102-023-0000	27-24-128-006-0000	
27-24-102-024-0000	27-24-128-011-0000	
27-24-102-025-0000	27-24-128-010-0000	
27-24-102-026-0000	27-24-128-009-0000	
27-24-102-027-0000	27-24-128-008-0000	
27-24-102-028-0000	27-24-128-007-0000	
27-24-102-029-0000	27-24-126-020-0000	