

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 511008
DEVONSHIRE COURT NORTH PLANNED UNIT DEVELOPMENT
(A Deminimis Planned Unit Development)

THIS DECLARATION, made on the date hereinafter set forth by Devonshire Court North, a Utah general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in North Logan, County of Cache, State of Utah, which is more particularly described as:

See Exhibit "A" attached and incorporated.

WHEREAS, Declarant filed a plat in the Recorder's Office of Cache County, Utah, as Filing No. 495342 on November 7, 1986 as Devonshire Court North Planned Unit Development on said real property;

WHEREAS, Declarant establishes the Planned Unit Development as a deminimis Planned Unit Development inasmuch as there are no amenities in the Common Area, the fees and assessments are anticipated to remain very low, and the Common Area has been kept to a minimum so far as maintenance fees and costs are concerned and it is not contemplated that the Common Area has a significant influence on the enjoyment of the property and has minimal effect upon the value of any Lot.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Devonshire Court North, to be organized as a Utah nonprofit corporation, its successors and assigns, which shall be the Association of the "Owners" in which the governance of the Properties, enforcement of this Declaration, and title to the "Common Areas" shall be vested. Each lot owner shall own a 1/15th interest (6.6%) in the Association, absent annexation of additional property.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation. Each Owner is an Association member and holds an undivided 1/15th interest (6.6%) in the Association and the Common Area which is owned by the Association.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including private roads, and specifically including 1530 North Street. The Association may designate an area within fifteen feet (15') of the north property line of each lot as a "private" Common Area for the exclusive use of the lot owner as provided in Article II, Section 4. The Common Area to be owned by the Association at the time of the conveyance of the first lot is as shown on the recorded plat and is further described as follows:

See Exhibit "B" attached and incorporated by reference.

The Common Area consists of all property except that upon which dwelling units and garages exist. Each lot owner shall have an undivided 1/15th interest (6.6%) in the Association and the Common Area owned by the Association absent annexation of additional property.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, designated as A/a, B/b, and C/c on the Plat, together with and subject to easements as provided.

Section 6. "Dwelling Unit" shall mean and refer to the portion of a building which is arranged, occupied, or intended to be occupied as living quarters with sanitary, sleeping, and food preparation facilities.

Section 7. "Declarant" shall mean and refer to Devonshire Court North, a Utah general partnership, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and shall have an undivided 1/15th interest (6.6%) in the Association and the Common Area owned by the Association and a reasonable easement across the Common Area for ingress and egress to each Lot, which easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to establish uniform and reasonable rules and regulations pertaining to the use of the Common Area and to charge those having easement rights on 1530 North Street to pay an equitable sum for maintenance and snow removal charges,

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded, and it must be subject to the Owners' easements for ingress and egress.

(d) The right of the Association to contract with adjacent property owners or others to grant certain rights of use of the recreational facilities on reasonable terms and conditions, which the Association deems in its and its Owners' best interests.

(e) One bedroom (in a Dwelling Unit) attached to and to which access and use is through an A or C Lot is located over the garage to either Lot 1B, Lot 2B, Lot 3B, Lot 4B or Lot 5B. In any instance in which a portion of a Dwelling Unit is contained within the described area of a different Lot, the Dwelling Unit Owner shall have an exclusive and sole right of occupancy, an exclusive and sole easement for use as additional living space and shall have the sole obligation of maintenance and upkeep of the interior of that entire Dwelling Unit. Each conveyance of a Lot shall be subject to and together with these specific easement and maintenance rights and obligations, as appropriate.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking. Each Lot shall entitle the Owner to the use of two (2) automobile parking spaces immediately adjacent to the dwelling unit's garage.

Section 4. "Private Common Area" In the event the Association designates private common area, it must be provided for all lot owners and any use is subject to all the provisions of this Declaration. Private common area may be fenced if approved by the Association and if fenced shall be maintained by the lot owner with no change in Association assessments. No fencing or landscaping may be done by a lot owner in private common area unless approved as provided in Article V, Section 1.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1992.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges,

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) assessments for utilities as provided in Article VI. The annual, special, and utility assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and other improvements situated upon the Properties. Neither annual nor special assessments may be used for the construction of capital improvements during the development period.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment, excepting utility assessments, shall be Four Hundred Twenty and 00/100 Dollars (\$420.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year unless a vote of the membership approves a greater increase as provided in Section 3(b).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum figure provided in Section 3(a).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Associa-

tion may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis. In the event there are undeveloped Lots, they may be assessed at ten percent (10%) of the amount of the developed Lot assessment rate based upon Association duties and expenses which do benefit such Lots, provided the financial stability of the Association will not be jeopardized, in which event the assessment rate and percentage may be increased.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Homeowners' Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting

forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, unless a different interest rate is established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL AND USE RESTRICTIONS

Section 1. Architectural Control. No building, fence, wall or other structure, television, radio or other electronic antenna or satellite dish shall be commenced, erected, maintained, repaired or replaced or landscaping provided upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, texture, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days

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after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Use Restriction. No part of the Properties shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereon that shall in any way interfere with the quiet enjoyment of other Owners or which shall in any way increase the rate of insurance.

Section 4. Building Conditions. All Lots which are contained in the same building must maintain and keep the same existing color on the exterior, including walls and roofs (shingles), and such color shall be kept uniform as to each building and in attractive condition, except upon the written agreement to do otherwise signed by the Board or its designated committee. Each Lot shall be maintained in good repair at all times and in a desirable and attractive condition.

ARTICLE VI

UTILITY SERVICE AND UTILITY ASSESSMENTS

Section 1. Easements. All Owners are given mutual easements across the Lots and Common Areas for purpose of reasonable installation, repair, maintenance and replacement of common water and sewer lines for each Dwelling Unit, and cable television and other utilities such as electricity, gas, and telephone. The Association will provide maintenance for such lines in all Common Areas, but each Owner will provide such maintenance within each Lot. Costs of repair shall be shared by Owners on lines servicing more than one (1) Lot, but when servicing only one (1) Lot, the repair shall be the responsibility of the Lot Owner being served.

Section 2. Utility Assessments. Water and sewer utilities are metered on a building/development basis and will be prorated among Owners of improved Lots as equitably determined by the Association. The Board of Directors of the Association may develop reasonable rules and procedures governing advance payment of utility costs, and reasonable

deposits comparable to those required by local cities and utility companies, based on estimates, past costs, projected costs or otherwise, and also governing interest charges on delinquent accounts, utility shut-off procedures and collection procedures for nonpayment. At least fifteen (15) days advance written notice to an Owner whose utility assessment is not current may be given, requiring the Owner to either pay all utility assessments or upon failure to do so within the fifteen (15) day period permitting the Association to shut-off water or other utility services until all assessments are paid in full. Reasonable reserves may be established for anticipated rate/use increases, bad debts and other projected costs or losses. Such fees for utility service shall not be comingled with other funds.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an Owner shall fail to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Properties, except a reasonable number of dogs, cats, or other common household pets may be kept indoors but not outdoors, except in any approved "private" common area, and further provided the common area is fenced and accessible only to the Lot. More than two (2) dogs or more than two (2) cats on any one (1) Lot shall be deemed unreasonable.

Section 2. Refuse. Each Owner shall provide garbage and refuse containers and receptacles and shall see that each Lot is kept in clean and sanitary condition, and refuse shall be kept in receptacles and the refuse regularly placed for pick-up by public sanitation services.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Boats and trailers. No boat, trailer, or RV shall be parked on any road or parking space in excess of seven (7) days. Such vehicles may be kept in garages but otherwise must be stored and parked off the Properties except as specifically permitted.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. The covenants and restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 7. Annexation. a. Annexation with Approval of Members. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; or

b. Annexation Without Approval of Members or Association and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without approval, assent, or vote of the Association or its members, providing and on condition that:

(1) Prior to the conveyance of title to any real property or any improved lots within real property to be annexed to individual purchasers, thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions, and restrictions then of record, including those set forth in this Declaration.

(2) A Supplementary Declaration of Covenants, Conditions, and Restrictions, as described hereinafter in this Section, covering said real property described on Exhibit "C", shall be executed and recorded by the owner of said real property, or its successors and assigns. Annexations must take place under this Section on or before ten (10) years after the date of recording of this Declaration. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described herein making said real property subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter all of the owners of Lots in said real property shall automatically be members of the Association.

(3) Determination of FHA and/or VA and/or HUD, if required by some or all, that the annexation is in accord with the general plan previously approved by them or to subsequently be approved by them.

(4) Any property annexed may include a Supplementary Declaration of Restrictions applicable exclusively to that area annexed.

c. Supplementary Declarations. The additions authorized under the foregoing Section shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications to the covenants, conditions, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, merger, or consolidation revoke, modify, or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter all of the

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owners of Lots in said real property shall automatically be members of the Association.

Section 8. FHA/VA/HUD Approval As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration or Dept. of Housing & Urban Development: Annexation of additional properties, except as permitted in Article IX, Section 7b, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of August, 1987. *DLH*

DEVONSHIRE COURT CONDOMINIUMS

By *[Signature]*
General Partner

By *[Signature]*
General Partner

DECLARANT

STATE OF UTAH)
)
) ss.
County of Cache)

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Utah)
)
County of Cache)

THIS CERTIFIES that on this 17 day of March, 1987, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Paul E. Willie & Carl Jay Hansen known to me to be the persons at a time in and who executed the foregoing instrument and who are known to me to be 2 member s of the Partnership of Devonshire Court North acknowledged to me that he executed said instrument freely and voluntarily for the purposes and use herein mentioned, on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.
Before me: Carole N. [Signature] Residing at Hyrum Utah
Notary Public in and for the State of: My Commission Expires 8-11-91

EXHIBIT A

Part of the Southwest Quarter of Section 22, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point in the East right of way line of 200 East Street, said point being the Northwest Corner of Devonshire Court Planned Unit Development, as recorded in Cache County, Utah; thence South 135.00 feet; thence East 598.00 feet along the South line of 1530 North Street; thence North 135.00 feet; thence West 598.00 feet to the East right of way line of 200 East Street to the point of beginning.

Subject to and the Grantor reserves an easement across, under and through 1530 North Street as shown on that plat recorded March 13, 1986 as Filing No. 486713, and on that plat recorded November 7, 1986 as Filing No. 495342, in the office of the Recorder of Cache County, Utah, for ingress and egress, utility lines and services and other related uses that may be reasonably incident to development and use of adjacent properties and specifically for use in connection with and reserved for the real property described on Exhibit "C". This is a private easement and is subject to certain charges to the Grantor and its successors for maintenance and snow removal charges on 1530 North Street as may be equitably assessed by the **Devonshire Court North Owners' Association, Inc.**

Exhibit B

Part of the Southwest Quarter of Section 22, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point in the East right of way line of 200 East Street, said point being the Northwest Corner of Devonshire Court Planned Unit Development, as recorded in Cache County, Utah; thence South 135.00 feet; thence East 598.00 feet along the South line of 1530 North Street; thence North 135.00 feet; thence West 598.00 feet to the East right of way line of 200 East Street to the point of beginning. Each lot owner shall own an undivided 1/15th interest (6.6%) in the Association and Common Area, absent annexation of additional property. Subject to and the Grantor reserves an easement across,

under and through 1530 North Street as shown on that plat recorded March 13, 1986 as Filing No. 486713, and on that plat recorded November 7, 1986 as Filing No. 495342, in the office of the Recorder of Cache County, Utah, for ingress and egress, utility lines and services and other related uses that may be reasonably incident to development and use of adjacent properties and specifically for use in connection with and reserved for the following described real property:

Beginning at a point in the proposed East right of way line of 200 East Street, said point being East 33 feet from the accepted Southwest Corner of Lot 8, Block 8, Plat "D" Logan Farm Survey, situate in the Southwest Quarter of Section 22, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, and running thence North $90^{\circ}00'00''$ East 1054.32 feet to the West bank of the Logan-Hyde Park Canal; thence Northeasterly along the said West bank the following five courses: North $26^{\circ}43'17''$ East 73.52 feet; North $17^{\circ}41'13''$ East 49.35 feet; North $7^{\circ}13'52''$ East 125.49 feet; North $17^{\circ}45'27''$ East 36.26 feet; North $28^{\circ}30'56''$ East 67.46 feet; thence South $90^{\circ}00'00''$ West 1161.43 feet to said proposed East right of way line of 200 East Street; thence South $0^{\circ}00'00''$ West 330.98 feet (330 feet by record) along said right of way line to the point of beginning.

This is a private easement and is subject to certain charges to the Grantor and its successors for maintenance and snow removal charges on 1530 North Street as may be equitably assessed by the Devonshire Court North Owners' Association, Inc.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

Lots 1A, 1a, 1B, 1b, 1C, 1c, 2A, 2a, 2B, 2b, 2C, 2c, 3A, 3a, 3B, 3b, 3C, 3c, 4A, 4a, 4B, 4b, 4C, 4c, 5A, 5a, 5B, 5b, 5C, and 5c, Devonshire Court North Planned Unit Development as shown by the official plat of said subdivision recorded November 7, 1986 as Filing No. 495342 in the office of the Recorder of Cache County, Utah.

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EXHIBIT C

Beginning at a point in the proposed East right of way line of 200 East Street, said point being East 33 feet from the accepted Southwest Corner of Lot 8, Block 8, Plat "D" Logan Farm Survey, situate in the Southwest Quarter of Section 22, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, and running thence North 90°00'00" East 1054.32 feet to the West bank of the Logan-Hyde Park Canal; thence Northeasterly along the said West bank the following five courses: North 26°43'17" East 73.52 feet; North 17°41'13" East 49.35 feet; North 7°13'52" East 125.49 feet; North 17°45'27" East 36.26 feet; North 28°30'56" East 67.46 feet; thence South 90°00'00" West 1161.43 feet to said proposed East right of way line of 200 East Street; thence South 0°00'00" West 330.98 feet (330 feet by record) along said right of way line to the point of beginning.

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RECORDED AT THE
REQUEST OF

Paul H. Miller

MAR 18 4 12 PM '88

MICHAEL L. CLEED
CACHE COUNTY RECORDER
DEPUTY

FEE 3.00