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Carrige Crossing ph 1 thru 8

RETURNED
SEP 16 1998

E 1440277 B 2358 P 477
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 SEP 16 11:33 AM FEE 203.00 DEP AC
REC'D FOR CARRIAGE CROSSING

03-111- 1101 thru 1108, 1201 thru 1208, 1301 thru 1305	21
03-113- 2101 thru 2108 2201 thru 2208 2301 thru 2305	17
03-114- 3101 thru 3108 3201 thru 3208 3301 thru 3305	21
03-115- 4101 thru 4108 4201 thru 4208 4301 thru 4305	21
03-116- 7101 thru 7108 7201 thru 7208 7301 thru 7305	21
03-119- 6101 thru 6112 6201 thru 6212 6301 thru 6309	33
03-129 8101 thru 8108 8201 thru 8208 8301 thru 8305	21
03-143 9101 thru 9106 9201 thru 9206 9301 thru 9305	17

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

of CARRIAGE CROSSING, AN EXPANDABLE

CONDOMINIUM COMMUNITY

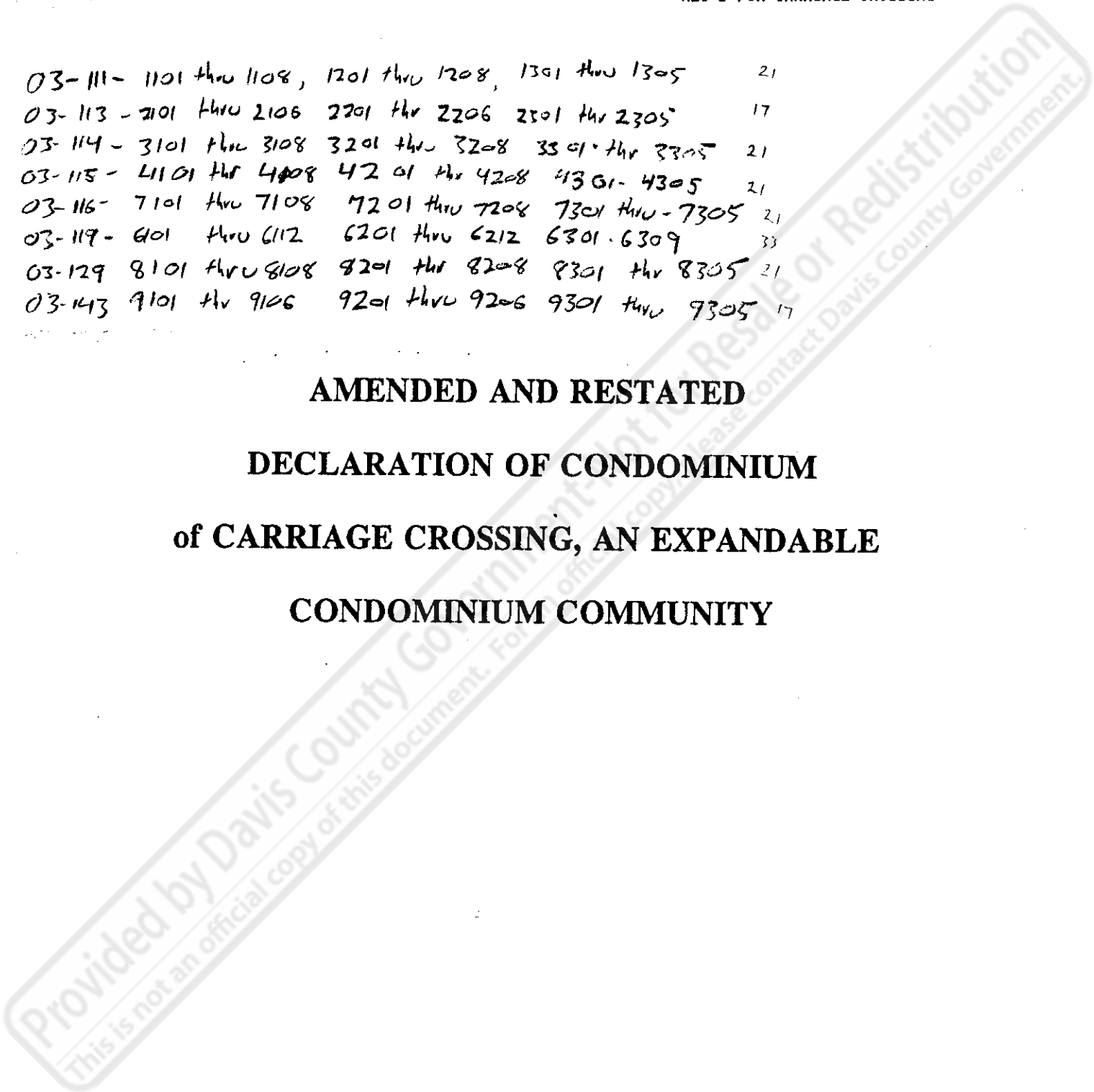


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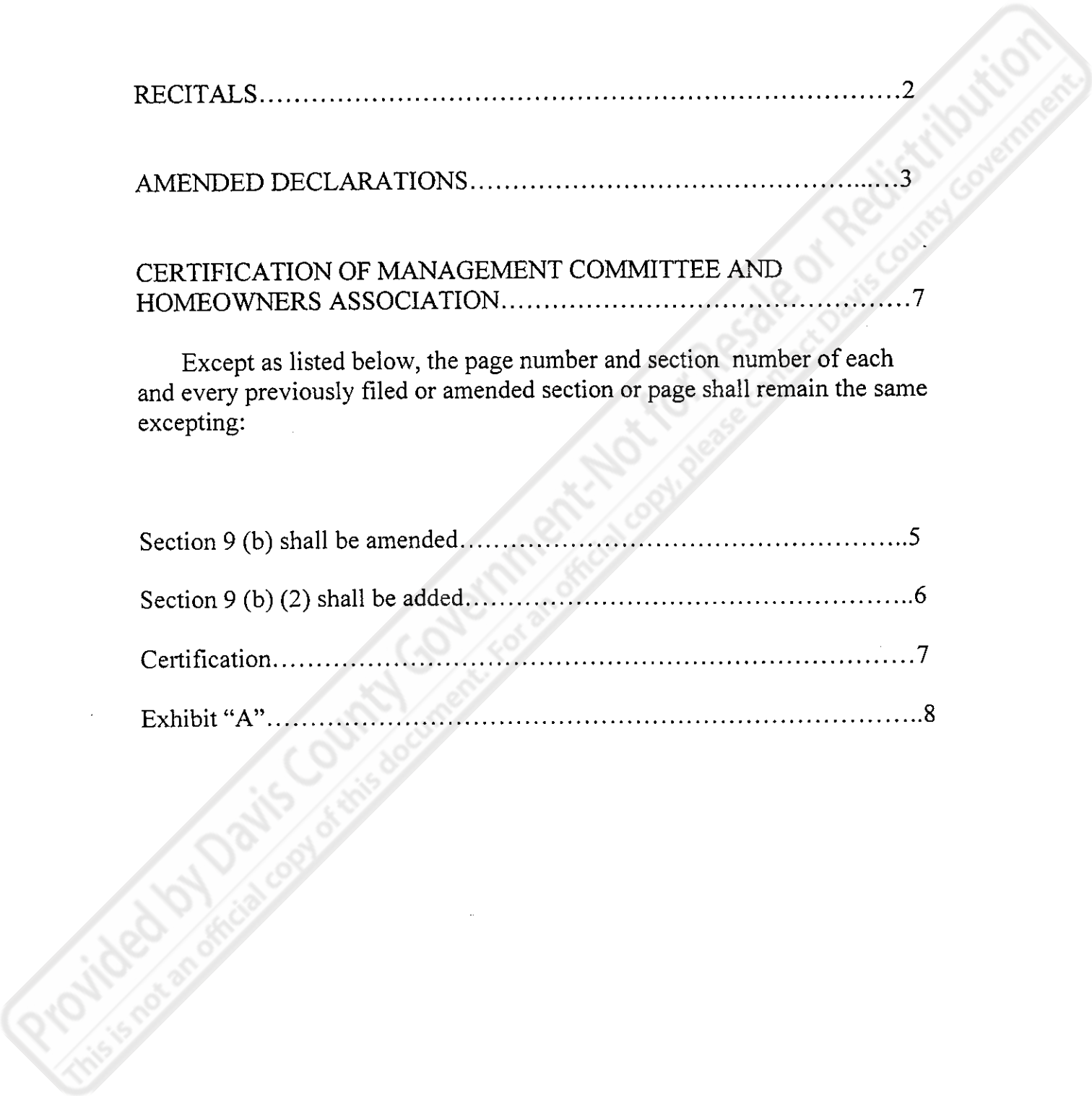
Except as listed below, the page number and section number of each and every previously filed or amended section or page shall remain the same excepting:

Section 9 (b) shall be amended.....5

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
CARRIAGE CROSSING, AN EXPANDABLE CONDOMINIUM COMMUNITY**

This amended and restated declaration, containing covenants, conditions and restrictions relating to Carriage Crossing, a Condominium Project, is made on the date set forth on the end hereof by Carriage Crossing Condominium Homeowners Association (the Association) their assigns and representatives, for itself, its successors, grantees and assigns, pursuant to the Condominium Act of the State of Utah.

RECITALS

A. The association is the owner of certain real property located in Davis County, State of Utah, more particularly described on Exhibit A attached hereto together with the following:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasigovernmental authorities; all Patent reservations and exclusions, any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines cables, wires, utility lines, and similar facilities.

B. On August 3, 1984, Declarant's predecessors in interest executed a Declaration of Condominium of Carriage Crossing, An Expandable Condominium Community (the "Declaration") as part of a plan for the Carriage Crossing Condominium Project (the "Project"), which Declaration was recorded in the office of the county Recorded of Davis County, State of Utah on August 21, 1984, as Entry No 680796 in Book 1002, Pages 1274 through 1338. The Project was expanded by the First Amendment to Declaration (Phase II) recorded October 16, 1984 as Entry No. 685345 in Book 1009 at Page 917 and Record of Survey Map for Phase II recorded October 16, 1984 as Entry No. 685344 in Book 1009 at

Page 916 and by the Corrective Second Amendment to Declaration (Phase III) recorded November 23, 1984 as Entry NO.688284 in Book 1014 at Page 17 and Record of Survey Map for Phase II recorded November 14, 1984 as Entry No. 687647 in Book 1013 at Page 239 and Record of Survey Map for Phase II recorded November 14, 1984 as Entry No. 687646 in Book 1018 at Page 238 and by a Third Amendment to Declaration (Phase IV) recorded February 19, 1985 as Entry No. 694901, in Book 1023 at Page 731 and by Fourth Amendment to the Declaration (Phase V) recorded May 21, 1985 as Entry No. 702579 in Book 1035 at Page 883 and Record of Survey Map for Phase V recorded May 21, 1985 as Entry No. 702578 in Book 1035 at Page 882 and by Fifth Amendment of the Declaration (Phase VI) recorded July 31, 1985 as Entry No. 708743 in Book 1045 at Page 813 and Record of Survey Map for Phase VI recorded July 31, 1985 as Entry No. 708742 in Book 1045 at Page 812 and Record of Survey Map for Phase VI recorded July 31, 1985 as Entry No. 708743 in Book 1045 at Page 813 and by Sixth Amendment to Declaration (Phase VII) recorded February 11, 1987 as Entry No. 772504 in Book 1144 at Page 110 and Exhibit "A" to the Declaration recorded March 5, 1987 in Book 1148 at Page 1036 through Page 1039 and by Amended Covenants recorded March 5, 1987 as Entry No. 775348 in Book No. 1148 at Page 1030 and by Amended Covenants recorded December 22, 1987 as Entry No. 811467 in Book No. 1210 at Page 803 and by Amended Covenants recorded September 5, 1990 as Entry No. 901542 in Book No. 1369 at Page 829 and by Amended Covenants recorded October 16, 1991 as Entry No. 944587 in Book No. 1443 at Page No. 824 and by Amended Covenants recorded January 17, 1992 as Entry No. 955105 in at Page No. 1463 at Page No. 995, all in the Official Records of Davis County, State of Utah.

TDA is the declarant under that certain Declaration of Condominium of Carriage Crossing Condominiums Phase 8 recorded October 16, 1991 in the Official Records of Davis County, Utah as Entry No. 944587, Book 1443, Pages 824 through 857 (the "Phase 8 Declaration") and the Record of Survey Map for Phase 8 recorded October 16, 1991 as Entry No. 944586, Book 1443, Page 823.

C. The Association desires to file this declaration of Amendment and restatement of previously filed Conditions, Covenants and Restrictions to affect a change in the rental and/or leasing policy for all unit owners located within the property site.

AMENDED DECLARATIONS

NOW, THEREFORE for such purposes the Association hereby make the following amended and restated declaration containing Covenants, Conditions and Restrictions relating to this Condominium Complex which, pursuant to the provisions of the Condominium Act of the State of Utah, shall be enforceable, where reasonable, and shall run with the land:

Except as specifically amended herein, all paragraphs, sections, declarations, exhibits, and maps which are not specifically amended shall not be changed or altered by this amendment except where, in the case of conflict, as effecting the issue of rental or leasing, the language and intent of this amendment shall govern.

Any language containing any original or prior amended or restated declaration of Condominium for the Carriage Crossing Condominium Project concerning renting, leasing, letting, or sub-letting as may be found throughout the body of said Covenants, Conditions, Restrictions or amendments, shall be subordinate, and when conflicting inoperative, as against the language and intent of this current amendment.

AMENDMENT OF SECTION 34

LEASE OF UNITS

Section 34 of the previously filed amended and restated declaration of Carriage Crossing Condominiums shall be amended as follows:

34. Lease of Units. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit owner shall be permitted to lease his unit for transient or hotel purposes which means the initial term of any lease shall be at least six (6) months. No Unit Owner may lease less than the entire Unit except a carport or underground parking space may be leased to another Unit Owner. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Amended and Restated Declaration and the Bylaws attached as Exhibit "D", and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing and a copy of such lease shall be delivered to the Management Committee five (5) days prior to occupancy by the tenant. The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit. In the event of a lease of a Unit, only the tenant and not the Unit Owner shall have the right to the use of the Common Areas and Facilities while the Unit is leased.

AMENDMENT OF SECTION 9

OWNERSHIP AND USE

Section 9 entitled Ownership and Use as previously recorded under the Amended and Restated Declaration of Carriage Crossing shall be amended as follows:

9 Ownership and Use.

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy. The Unit owners may not lease or rent their Units with their appurtenant rights except under the terms and conditions of the amended and restated declaration of Condominium of Carriage Crossing regarding rentals and leasing, as contained herein. Units owners, their tenants and other occupants, or users of the project, shall be subject to this act, this amendment, and restated declaration, the bylaws and all rules and regulations of the association of Unit Owners and management Committee.

**ADDITION TO SECTION 9
OWNERSHIP AND USE**

9 (b) (1) The number of Units allowed to be leased or rented shall be capped at Twenty Five percent (25%) of the number of single units within the project. Currently the number of single units is One Hundred and Sixty Four (164) meaning Forty One (41) are currently eligible for rental or leasing.

Rental units shall be defined as Units offered for Rent or Lease, for any period of time, in which the lessor and lessee are not related by blood or marriage and the lessor receives any type of compensation or consideration for the use of the Unit.

Permission to rent or lease shall be granted upon written application to the Homeowners Association which application for lease or rental shall be freely granted so long as the total number of rental units shall not exceed the capping ratios as have been established herein.

Renting and leasing procedures consistent with this amendment, shall be adopted by the management committee as from time to time may be deemed necessary and appropriate.

9(b) The number of units permitted to be owned within the Carriage Crossing Condominium Community by any person or entity shall be limited in number to no more than two (2) units.

CERTIFICATION

The management committee and the homeowners association hereby certify that the votes and consents required by the declaration of Carriage Crossing, or any of its amended and restated declaration of Carriage Crossing via section 27 (and others) have been met. The management committee also certifies that the present amendment to the Covenants, Conditions and Restrictions of the Carriage Crossing Condominium Project does not substantially affect section 20 involving mortgagee protection and that no written consent of mortgagees is required.

CARRIAGE CROSSING CONDOMINIUM OWNERS ASSOCIATION

By Carolyn K. Bean
President of management Committee and CCHA

Attest [Signature]
Secretary/Treasurer

State of Utah)
) : ss
County of Davis)

SUBSCRIBED AND SWORN to before me this 14th day of Sept. 1998

Dorothy M. Burnham
NOTARY PUBLIC

Residing at _____

My Commission expires:

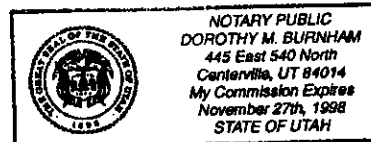
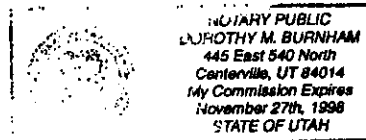


EXHIBIT "A"**CARRIAGE CROSSING CONDOMINIUM PROJECT**

On August 3, 1984, Declarant's predecessors in interest executed a Declaration of Condominium of Carriage Crossing, An Expandable Condominium Community (the "Declaration") as part of a plan for the Carriage Crossing Condominium Project (the "Project"), which Declaration was recorded in the office of the county Recorder of Davis County, State of Utah on August 21, 1984, as Entry No 680796 in Book 1002, Pages 1274 through 1338. The Project was expanded by the First Amendment to Declaration (Phase II) recorded October 16, 1984 as Entry No. 685345 in Book 1009 at Page 917 and Record of Survey Map for Phase II recorded October 16, 1984 as Entry No. 685344 in Book 1009 at Page 916 and by the Corrective Second Amendment to Declaration (Phase III) recorded November 23, 1984 as Entry NO.688284 in Book 1014 at Page 17 and Record of Survey Map for Phase II recorded November 14, 1984 as Entry No. 687647 in Book 1013 at Page 239 and Record of Survey Map for Phase II recorded November 14, 1984 as Entry No. 687646 in Book 1018 at Page 238 and by a Third Amendment to Declaration (Phase IV) recorded February 19, 1985 as Entry No. 694901, in Book 1023 at Page 731 and by Fourth Amendment to the Declaration (Phase V) recorded May 21, 1985 as Entry No. 702579 in Book 1035 at Page 883 and Record of Survey Map for Phase V recorded May 21, 1985 as Entry No. 702578 in Book 1035 at Page 882 and by Fifth Amendment of the Declaration (Phase VI) recorded July 31, 1985 as Entry No. 708743 in Book 1045 at Page 813 and Record of Survey Map for Phase VI recorded July 31, 1985 as Entry No. 708742 in Book 1045 at Page 812 and Record of Survey Map for Phase VI recorded July 31, 1985 as Entry No. 708743 in Book 1045 at Page 813 and by Sixth Amendment to Declaration (Phase VII) recorded February 11, 1987 as Entry No. 772504 in Book 1144 at Page 110 and Exhibit "A" to the Declaration recorded March 5, 1987 in Book 1148 at Page 1036 through Page 1039 and by Amended Covenants recorded March 5, 1987 as Entry No. 775348 in Book No. 1148 at Page 1030 and by Amended Covenants recorded December 22, 1987 as Entry No. 811467 in Book No. 1210 at Page 803 and by Amended Covenants recorded September 5, 1990 as Entry No. 901542 in Book No. 1369 at Page 829 and by Amended Covenants recorded October 16, 1991 as Entry No. 944587 in Book No. 1443 at Page No. 824 and by Amended Covenants recorded January 17, 1992 as Entry No. 955105 in at Page No. 1463 at Page No. 995, all in the Official Records of Davis County, State of Utah.

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EXHIBIT "A"

~~LA 955185 BK 1463 PG 1834~~

PHASE 1:

Beginning at a point which is N 89°44'04"E 1284.8 ft. along the southline of a street (500 South Street) and S 0°36'11"E 1047.04 ft. along the west line of a street (Main Street) from the Northwest Corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey, and running thence S 89°57'30"W 223.06 ft. along the extended north line of a concrete retaining wall; thence N 0°01'15"W 21.16 ft. along the extended west line of a concrete retaining wall; thence N 37°28'40" E 25.30 ft.; thence Northwesterly 33.43 ft. along the arc of a 47.08 ft. radius curve to the right through a central angle of 40°41'20" (radius point bears N 37°28'40"E from the beginning of the curve); thence N 11°50'W 69.69 ft. thence Northwest 10.88 ft. along the arc of a 20.00 ft. radius curve to left through a central angle of 31°10' (radius point bears S 78°10'W from the beginning of the curve); thence N 43°00'W 20.15 ft.; thence Westerly 37.82 ft. along the arc of a 20.00 ft. radius curve to the left through a central angle of 108°21'10" (radius point bears S 47°00'W from the beginning of the curve); thence N 61°21'10"W 25.00 ft.; thence Northeasterly 4.62 ft. along the arc of a 100.00 ft. radius curve to the left through a central angle of 2°38'50" (radius point bears N 61°21'10"W from the beginning of the curve); thence N 26°00'E 42.00 ft.; thence Northeasterly 189.11 ft. along the arc of a 110.00 ft. radius curve to the right through a central angle of 98°30' (radius point bears S 64°00'E from the beginning of the curve); thence S 55°30'E 49.84 ft.; thence Southeasterly 61.27 ft. along the arc of a 100.00 ft. radius curve to the left through a central angle of 35°06'11" (radius point bears N 34°30'E from the beginning of the curve); thence N 89°23'49"E 29.55 ft.; thence S 0°36'11"E 207.99 ft. along said west line of Mainstreet to the point of beginning. Containing 1.3929 acres.

Phase 1
03-111-

PHASE 2:

Beginning at the Southwest Corner of Carriage Crossing Condominium Phase I and the corner of an existing concrete retaining wall which point is N 89°44'04"E 1284.84 ft. along the south line of a street (500 South Street) and S 0°36'11"E 1047.04 ft. along the west line of a street (Main Street) and S 89°57'30"W 223.06 ft. along the South Boundary of said Carriage Crossing Condominiums Phase I from the Northwest Corner of Lot 4 Block "L", North Mill Creek Plat, Bountiful Townsite Survey; and running thence S 89°57'30"W 79.73 ft.; thence N 23°53'30"W 81.99 ft.; thence N 89°50'26"W 82.33 ft.; thence N 0°09'34"E 43.72 ft.; thence S 89°50'26"E 10.85 ft.; thence north easterly 111.56 ft. along the arc of a 112.50 ft. radius curve to the left through a central angle of 56°58'15" (radius point bears N 0°09'34"E from the beginning of the curve); thence along the boundary of said Carriage Crossing Condominiums Phase I in the following eight courses to the point of beginning; S 61°21'10"E 25.79 ft.; easterly 37.82 ft. along the arc of a 20.00 ft. radius curve to the right through a central angle of 108°21'10" (radius point bears S 61°21'10"E from the beginning of the curve); S 43°00'E 20.15 ft.; southeasterly 10.88 ft. along the arc of a 20.00 ft. radius curve to the right through a central angle of 31°10' (radius point bears S47°00'W from the beginning of the curve); S 11°50'E 69.69 ft.; southeasterly 33.43 ft. along the arc of a 47.08 ft. radius curve to the left through a

Phase 2
03-113-

17.50 ft.; thence N 0°09'34"E 172.00 ft.; thence S 89°50'26"E 39.98 ft.; thence Northwesterly 13.81 ft. along the arc of a 87.50 ft. radius curve to the right through a central angle of 9°02'25" (radius point bears S 83°50'25' E from the beginning of the curve; thence N 15°12'E 15.00 ft. along a tangent line; thence S 74°48'E 17.00 ft.; thence N 15°12'E 60.55 ft.; thence S 59°15'45"E 183.03 ft.; thence S 30°44'15' W 98.54 ft.; thence N 59°15'45"W 15.88 ft.; thence N 44°50'26"W 43.50 ft.; thence N 89°50'26"W 80.54 ft. thence S 0°09'34"W 46.00 ft.; thence N 89°50'26"W 21.50 ft.; thence S 0°09'34"W 223.00 ft.; thence N 89°50'26" W 22.50 ft. along the north boundary of said Carriage Crossing Phase 3 to the point of beginning. Containing 0.7169 acres.

PHASE 6:

E 1440277 B 2358 P 486

PARCEL #1

Beginning at the most northerly corner of Carriage Crossing Condominiums Phase 2, in Bountiful City, Davis County, Utah which point is N 89°44'04"E 1,284.84 ft. along the south line of a street (500 South Street) and S 0°36'11"E 878.27 ft. along the west line of a street (Main Street) and N 89°50'26"W 311.13 ft. from the northwest corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey, and running thence along the boundary of Carriage Crossing Condominiums Phase 2 in the following two courses: Southwesterly 111.86 ft. along the arc of a 112.50 ft. radius curve to the right through a central angle of 56°58'15" (radius point bears N 56°48'41"W from the point of beginning), N 89°50'26"W 10.85 ft. thence N 89°50'26"W 17.50 ft. along the north boundary of Carriage Crossing Condominiums Phase 3; thence along the boundary of Carriage Crossing Condominiums Phase 5 in the following four courses: N 0°09'34"E 223.00 ft., S 89°50'26"E 21.50 ft., N 0°09'34"E 46.00 ft., S 89°50'26"E 80.54 ft.; thence S 44°50'26"E 16.97 ft.; thence S 0°09'34"W 205.82 ft; thence S 89°50'26"E 8.62 ft. to the point of beginning. Containing 0.6577 acres.

110
03-119-

PARCEL #2

Beginning at a point on the west bondary of Carriage Crossing Condominiums Phase 5 in Bountiful City, Davis County, Utah which is N 89°44'04"E 823.22 ft. along the southline of a street (500 South Street) and S 0°09'34"W 772.00 ft. along the extended west bondary of said Phase 5 from the northwest corner of Lot 4, Block L, North Mill Creek Plat, Bountiful townsite survey, and running thence along the bondary of said Phase 5 in the following three courses: S 89°50'26"E 17.50 ft., S 0°09'34"W 90.00 ft., N 89°50'26"W 17.50 ft.; thence N 0°09'34"E 90.00 ft. to the point of beginning. Containing 0.0362 acres. Total area of parcel 1 and 2 equals 0.6939 acres.

PHASE 7:

Beginning at a point which is N 89°44'04"E 860.89 ft. along the south line of a 66 ft. wide road (500 South Street) and S 2°16'56"E 284.56 ft. from the Northwest Corner of Lot 4, Block L,

central angle of 40°41'20" (radius point bears N 78°10'E from the beginning of the curve); S 37°28'40"W 25.30 ft.; S 0°01'15"E 21.16 ft. Containing 0.4651 acres.

PHASE 3:

E 1440277 B 2358 P 487

Beginning at a point on the west side of an existing concrete retaining wall which point is N 89°44'04"E 1284.84 ft. along the south line of a street (500 South Street) and S 0°36'11"E 1047.04 ft. along the west line of a street (Main Street) and S 89°57'30"W 223.06 ft. along the south boundary of Carriage Crossing Condominiums Phase I and S 0°01'15"E 112.99 ft. along the west side of said concrete retaining wall from the Northwest Corner of Lot 4 Block "L", North Mill Creek Plat, Bountiful Townsite Survey; and running thence S 0°01'15"E 52.45 ft. along the west side of said wall; thence S 4°08'30"W 107.34 ft.; thence N 85°51'30"W 229.09 ft. along an extended fence line and the north line of a cinder block wall; thence N 0°09'34"E 97.94 ft.; thence N 89°50'26"W 17.00 ft. thence N 0°09'34"E 252.00 ft.; thence S 69°50'26"E 17.00 ft.; thence N 0°09'34"E 25.00 ft., thence S 89°50'26"E 40.00 ft.; thence S 0°09'34"W 43.72 ft.; along the boundary of Carriage Crossing Condominiums Phase 2; thence N 89°50'26"W 17.50 ft.; thence S 0°09'34"W 187.28 ft. thence S 89°50'26"E 21.00 ft.; thence N 0°09'34"E 20.08 ft.; thence S 89°50'26"E 112.54 ft.; thence S 0°01'15"E 20.67 ft.; thence N 89°57'30"E 79.73 ft. to the point of beginning. Containing 1.1013 acres.

ph 3
03-114

PHASE 4:

Beginning at the Southwest Corner on the most southerly line of Carriage Crossing Condominiums Phase I in Bountiful City, Davis County, Utah, which is N 89°44'04"E 1294.84 ft. along the south line of a street (500 South Street) and S 0°36'11"E 1047.04 ft. along the west line of a street (Main Street) and S 89°57'30"W 223.06 ft. along the south boundary of said Carriage Crossing Condominiums Phase I from the Northwest Corner of Lot 4 of Block L, Northmill Creek Plat, Bountiful Townsite Survey and running thence S 0°01'15"E 112.98 ft. along a fence line to the Northeast Corner of the most easterly line of Carriage Crossing Condominiums Phase 3; thence along the boundary of said Carriage Crossing Phase 3 in the following seven courses: S 89°57'30"W 79.73 ft.; N 0°01'15"W 20.67 ft.; N 89°50'26"W 112.54 ft.; S 0°09'34"W 20.08 ft.; N 89°50'26"W 21.00 ft.; N 0°09'34"E 187.28 ft.; S 89°50'26"E 17.50 ft.; thence along the boundary of Carriage Crossing Condominiums Phase 2 in the following three courses to the point of beginning S 89°50'26"E 82.33 ft.; S 23°53'30"E 81.89 ft.; N 69°57'30"E 79.73 ft. Containing 0.6996 acres.

ph 4
03-115

PHASE 5:

Beginning at the Northwest Corner of the most northerly line of Carriage Crossing Condominium Phase 3 in Bountiful City, Davis County, Utah, which point is N 89°44'04"E 823.22 ft. along the south line of a street (500 South Street) and S 0°09'34"W 926.00 ft. and S 89°50'28"E 17.00 ft. from the Northwest Corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey and running thence N 89°50'26"W 17.00 ft.; thence N 0°09'34"E 64.00 ft.; thence S 89°50'26"E 17.50 ft.; thence N 0°09'34"E 90.00 ft.; thence N 89°50'26"W

ph 5
03-116

North Mill Creek Plat, Bountiful Townsite Survey and running thence N 87°43'04"E 83.00 ft.; thence S 2°16'56" E 117.80 ft.; thence S 73°17'30"E 121.70 ft.; thence S 0°36'11"E 26.76 ft.; thence S 16°42'30"W 70.99 ft.; thence N 73°17'30"W 123.25 ft.; thence S 16°42'30"W 42.35 ft.; thence along the boundary of Carriage Crossings Condominiums Phase 5 in the following six courses: N 59°15'45"W 29.97 ft., S 15°12'W 60.55 ft., N 74°48'W 17.00 ft. S 15°12'W 15.00 ft.; thence Southwesterly 13.81 ft. along the arc of a 87.50 ft. radius curve to the left through a central angle of 9°02'25" (radius point bears S 74°48'E from the beginning of the curve) N 89°50'26"W 39.98 ft.; thence S 0°09'34"W 326.00 ft. along the westerly boundary of said phase 5 and Carriage Crossing Phase 6 thence S 89°50'26"E 17.00 ft. along the southerly boundary of said phase 5; thence along the boundary of Carriage Crossing Condominiums Phase 3 in the following five courses: S 0°09'34"W 25.00 ft., N 89°50'26"W 17.00 ft., S 0°09'34"W 252.00 ft., S 89°50'26"E 17.00 ft., S 0°09'34"W 97.94 ft. thence N 85°51'30"W 181.53 ft.; thence N 0°02'20"W 74.71 ft. along the east side of a cinder block wall to a point S 0°09'34"W 1,214.28 ft. along the east line of 200 West Street and N 89°34'20"E 658.89 ft. from said Northwest Corner of Lot 4; thence N 89°34'20"E 159.36 ft. along a six foot high chain link fence; thence N 0°09'34"E 616.99 ft.; thence S 89°50'26" E 20.90 ft.; thence northeasterly 15.22 ft. along the arc of a 112.00 ft. radius curve to the right through a central angle of 7°47'04" (radius point bears S 82°35'03"E from the beginning of the curve); thence N 15°12'E 131.44 ft.; thence Northeasterly 26.85 ft. along the arc of a 88.00 ft. radius curve to the left through a central angle of 17°28'56" (radius point bears N 74°48'W from the beginning of the curve; thence N 2°16'56" W 6.89 Ft.; thence S 87°43'04" W 17.00 ft.; thence N 2°16'56" W 28.00 ft. thence N 87°43'04" E 17.00 ft.; thence N 2°16'56" W 107.78 ft. to the point of beginning. Containing 1.2177 acres.

PHASE 8:

Beginning at a point that is North 89 deg 44 min 04 sec East 843.40 feet along the South line of 500 South Street and south 2 deg 16 min 56 sec East 266.00 feet and North 89 deg 44 min 04 sec East 101.10 feet from the Northwest corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey, said point of beginning also being South 89 deg 44 min 04 sec West 491.78 feet and South 2 deg 16 min 56 sec East 299.02 feet and North 89 deg 44 min 04 sec East 101.10 feet from the City Monument in the intersection of 500 South and Main Streets (Basis of bearing being South 89 deg 44 min 04 sec West between the monument at 500 South and Main Streets and the Monument at 500 South and 200 West Streets); thence North 89 deg 44 min 04 sec East 119.41 feet to a point that is 213.00 feet perpendicularly distant Westerly from the West line of Main Street; thence South 0 deg 36 min 11 sec East 169.055 feet, parallel with said West line to a point on the boundary of Amended Carriage Crossing Condominiums Phase 7; thence along said Amended Phase 7 boundary North 73 deg 17 min 30 sec West 120.97 feet; thence along said boundary and its extension North 2 deg 16 min 56 sec West 133.82 feet to the point of beginning.

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