

MAINTENANCE AND ACCESS AGREEMENT

The parties to the agreement are

E# 1484603 BK 1873 PG 1722
DOUG CROFTS, WEBER COUNTY RECORDER
29-JUL-97 444 PM FEE \$193 DEP NH
REC FOR: LOEL DEAN 8/23

- 1) Loel and Kathy Dean ("the Developer"), who are also owners of the property which they are developing as the Mountain Meadows Multiple Unit Condominiums, Phase 6 ("Proposed Phase 6");
- 2) The Mountain Meadows Multiple Unit Condominiums Phase 1,2 and 3 Homeowners' Association ("Phases 1-3");
- 3) Mountain Meadows Multiple Unit Condominiums Phase 4 and 5 Homeowners' Association ("Phases 4&5"); and
- 4) Mountain Meadows Single Unit Condominium Phase 1,2,3, and 4, Homeowners' Association ("the Single Units")

Each of the Homeowners' Associations are separate and distinct associations.

The property owned by the Developer which is being developed as Proposed Phase 6 is more fully described in Exhibit "1" attached hereto and by this reference made a part hereof.

The property owned by Phases 1-3 is more fully described in Exhibit "2" attached hereto and by this reference made a part hereof.

The property owned by Phases 4&5 is more fully described in Exhibit "3" attached hereto and by this reference made a part hereof.

The property owned by the Single Units is more fully described in Exhibit "4" attached hereto and by this reference made a part hereof.

This agreement is to clarify the rights and obligations of the parties regarding usage and maintenance of the private roads Meadow Creek Lane and Brittany Road and to clarify other aspects of the parties' relationships with each other. The parties have discussed these matters and negotiated over a considerable period of time and being fully advised and informed, agree as follows:

I. MEADOW CREEK LANE

1. Description. Meadow Creek Lane is a private road which runs over the common areas owned by the Single Units and Phases 1-3. Meadow Creek Lane also runs

~~06-214-0001 thru 0007~~
~~06-182-0001 thru 0012~~
~~06-190-0001 thru 0012~~
~~06-196-0001 thru 0006~~
~~06-214-0001 thru 0007~~
~~06-222-0001 thru 0011~~
~~06-260-0001-0010~~
~~06-174-0001 thru 0011~~
~~06-185-0002, 0005, 0006, 0007,~~
~~0009, 0010, 0011, 0012, 0014 thru 0018~~

06-204-0001 thru 0006,
0009 thru 0014

07-477-0001, 0002, 0003

over the Developer's property which is being developed as Proposed Phase 6. The location of Meadow Creek Lane is shown on the record of survey maps for each condominium.

2. Grant of Easement. The Single Units, the Developer and Phases 1-3 grant and convey to the individual owners of units in any of the condominiums which are parties to this agreement a perpetual easement of usage of ingress and egress to and from their units on the private road known as Meadow Creek Lane, together with an easement for the purpose of maintenance and repair. The right of ingress and egress shall extend to the family members of the individual unit owners and their guests, invitees and licensees.

3. Repairs. Resurfacing of Meadow Creek Lane is to be done upon execution of this Agreement and the parties agree that the costs of those repairs shall be paid as set forth in Exhibit "A" attached hereto, and by this reference made a part hereof. Exhibit "B" attached hereto and by this reference made a part hereof, is a letter from Developer which specifies repairs to be performed by Developer, as determined by the contractor. Developer hereby agrees to fulfill the obligations set forth in Exhibit "B."

II. BRITTANY ROAD

1. Description. Brittany Road is a private road which runs over the common areas owned by the Phases 1-3 and Phases 4&5. The location of Brittany Road is shown on the record of survey maps for Phases 4&5.

2. Grant of Easement. The Developers, Phases 1-3 and Phases 4&5 grant and convey to the individual owners of units in any of the condominiums which are parties to this agreement a perpetual easement of usage of ingress and egress to and from their units on the private road known as Brittany Road, together with an easement for the purpose of maintenance and repair. The right of ingress and egress shall extend to the family members of the individual unit owners and their guests, invitees and licensees.

III. PARTICULAR COMMON AREAS

There are common areas in the Single Units and in Phases 4&5 that border the west and the east side of the entrance of Meadow Creek Lane from 4600 South Street, respectively. These common areas enhance all of the condominiums and it is agreed the maintenance and up-keep of these two common areas, rather than being solely the responsibility of the condominiums where the common areas are located, should be shared by all of the condominium associations that use the common entry way. The common area in the Single Units, which is immediately west of the entrance from 4600 South and borders Meadow Creek Lane, which includes the strip of grass on 4600 South, should be maintained and the

up-keep and expense thereof paid by the association for the Single Unit Condominium Association Phase 1,2,3 and 4; the common area lying Phases 4&5, immediately adjacent to 4600 South and Meadow Creek Lane, should be maintained and the up-keep expense paid by the associations for Phases 1-3, Phases 4&5 and the Association for Proposed Phase 6.

IV. WATER AND SEWAGE

It is understood and agreed between the parties hereto, that Proposed Phase 6 will be connected to the water and sewer systems presently in place for the Single Units and Phases 1-3. The homeowners association for Proposed Phase 6 will be responsible for its proportionate share of the perpetual maintenance and up-keep and expense of the water and sewer systems along with the other owners in the entire project. Phases 4&5 do not use this sewer and water system and will not be responsible for the maintenance, up-keep or repair or expense of such water and sewer system. Phases 4&5 will also not have any liability due to breakage or leakage on Meadow Creek Lane of this system which would include the repaving or patching as a result of water or sewer leakage, breakage or other damage.

V. SECONDARY WATER

Each Association will be responsible for secondary water repair and maintenance in their common areas as set forth in the respective survey maps. All three Associations will be responsible for the repair, maintenance and up-keep of the common manifold system.

VI. GATE AT EAST END OF MEADOW CREEK

Installation of a gate at the east end of Meadow Creek Lane must be approved by the joint committee established by this Agreement. At such time as one or more associations propose a gate, the joint committee will decide whether the gate is necessary. If the gate is found to be necessary, the joint committee will decide the type of gate which should be installed and how the expenses of gate maintenance should be divided.

VII. JOINT COMMITTEE

1. Membership. There is hereby created a Joint Committee of the condominiums to govern the repair and maintenance of Meadow Creek Lane. Each association shall appoint one of its members to this committee to attend committee meetings and cast the association's vote in the committee.
2. Meetings. Any committee member may call a meeting of the committee to discuss the repairs and maintenance of Meadow Creek Lane by mailing notice of the meeting to the other committee members. The notice must contain: 1) a short description of the issue

which the committee will decide (including estimated costs for the proposed project and the cost to each association), 2) the name, address and telephone number of the committee member calling the meeting, and 3) the time, date and place of the meeting. No meeting may be held less than 14 days after the notice is sent. No business may be conducted by the committee unless committee members representing at least a majority of the total units which are bound by this Agreement are present. Any association whose committee member does not appear at the meeting shall be deemed to have voted against any joint expenditure of funds.

3. Voting. Voting in the Committee shall be by representation. Exhibit "C" attached hereto shows the proportion of votes each association shall have in the committee. No action may be taken unless it is approved by committee members representing a majority of the units affected by the decision. Thus, expenditures affecting Meadow Creek Lane must be approved by committee members representing at least 48 of the units.

4. Payment. In the event the committee shall decide that a joint expenditure of funds for repair and maintenance of Meadow Creek Lane is necessary, the committee members shall certify that fact to each party to this agreement. The committee shall inform the parties involved in the expenditure of the assessed cost to each association, and the associations shall have 15 days to make the payments to the association whose committee member called the meeting to decide the issue. The association whose member called the meeting shall become the sponsoring association and shall be responsible for the timely and efficient completion of the approved action. In the event an association fails to make payment as required, the sponsoring association may bring legal action against the defaulting association, and, in addition to the required payment, may recover its attorneys' fees and court costs against the defaulting association.

VIII. PROPOSED PHASE 6 OBLIGATIONS

All obligations of Proposed Phase 6 set forth in this Agreement shall be performed by the Developer until such time as the Developer records a legal and properly executed Declaration submitting the Proposed Phase 6 property to the terms of the Utah Condominium Ownership Act, Utah Code Ann. §§57-8-1 et seq. The Developer may also vote Proposed Phase 6's interest in the Joint Committee until the Declaration is recorded. If the Declaration provides that the Proposed Phase 6 homeowners' association shall assume all of the obligations set forth in this Agreement, the Developer shall have no further obligations under this agreement. If the Declaration does not provide that the Proposed Phase 6 homeowners' association will assume all of the duties set forth herein, or if the Proposed Phase 6 homeowners' association does not become obligated, for whatever reason, to perform its obligations as set forth herein, the Developer shall remain obligated to perform those obligations until such time as the Proposed Phase 6 homeowners' association becomes obligated to perform its obligations under this Agreement.

IX. EFFECTIVE DATE

This Agreement shall become effective only upon its execution by all parties.

X. AMENDMENT

Any amendment to this Agreement shall be in writing and must be signed and notarized by committee members representing 66 $\frac{2}{3}$ % of the units covered by this Agreement. The amendment shall be recorded in the Weber County Recorder's office and shall be mailed to the management committee of each condominium (including Proposed Phase 6 after its Declaration is recorded) and to Developer.

XI. MISCELLANEOUS PROVISIONS

1. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, addressed to the Developer at:

3544 Lincoln
Ogden, Utah 84401

addressed to the Single Units at:

c/o Keith Backman, Esq.
4768 Harrison, Ogden, Ut. 84403

addressed to Phases 1-3 at:

c/o Keith Backman, Esq.
4768 Harrison, Ogden, Ut. 84403

addressed to Phases 4&5 at:

c/o Keith Backman, Esq.
4768 Harrison, Ogden, Ut. 84403

addressed to Proposed Phase 6 at:

3544 Lincoln
Ogden, Utah 84401

E# 1484603 BK1873 PG1726

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

2. Time. Time is of the essence of this Agreement.
3. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.*
4. Assignment. Except as otherwise provided within this Agreement, no party hereto may transfer or assign this Agreement without prior written consent of the other parties.
5. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
6. Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.
7. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
8. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
9. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.
10. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
11. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
12. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

13. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

14. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

15. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

16. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

17. Separate Counsel. The Developer, the Single Units and Phases 1-3 hereby expressly acknowledge that they have been advised that they have not been represented by Phases 4&5's attorney in this matter and have been advised and urged to seek separate legal counsel for advice in this matter.

18. City Approval: The Developer, the Single Units and Phases 1-3 hereby expressly acknowledge that they have been advised by Ogden City that they should not rely in anyway upon the review and approval of this agreement by Ogden City, as part of the approval of the condominium project to be known as Mountain Meadows Multiple Unit Condominium Phase 6, in regards to the validity, effectiveness or relative merit of any of the provisions contained herein, or the ability of any of the parties to perform under said agreement. It is understood that the purpose of Ogden City's review is to merely determine that the parties in interest have presented an agreement to Ogden City which purports to provide a perpetual right of access to Meadow Creek Lane for the benefit of all the owners of units within the future Phase 6, the Single Units, Phases 1-3 and Phases 4 & 5. In addition, each association represents its authority under the applicable condominium declaration and bylaws to execute this agreement on behalf of the owners of each respective project.

DATED this ¹⁵7 day of July, 1997

Loel Dean, Developer



LOEL DEAN

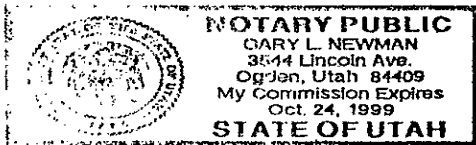
Kathleen C. Dean, Developer

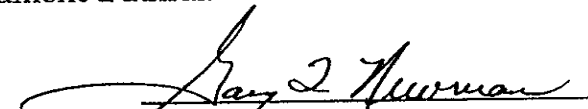


KATHLEEN C. DEAN

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 15th day of July, 1997, before me, the undersigned notary,
personally appeared Loel Dean and Kathleen C. Dean, and swore or affirmed to me that their
signatures are voluntary and the document truthful.





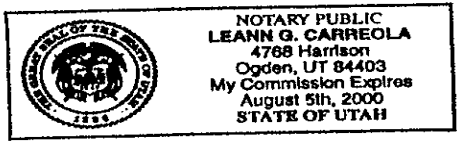
NOTARY PUBLIC

Mountain Meadows Multiple Unit Condominiums Phases 1,2,& 3 Homeowners' Association

By: F. Davidson
CHAIRMAN

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 21st day of July, 1997, before me, the undersigned notary, personally appeared Tom Davidson and swore or affirmed to me that the signature is voluntary and the document truthful.



Leann G. Carreola
NOTARY PUBLIC

Mountain Meadows Multiple Unit Condominiums Phases 4 and 5 Homeowners' Association

By: _____
CHAIRMAN

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this ____ day of _____, 199__, before me, the undersigned notary, personally appeared _____, and swore or affirmed to me that the signature is voluntary and the document truthful.

NOTARY PUBLIC

Mountain Meadows Multiple Unit Condominiums Phases 1,2,& 3 Homeowners' Association

By: _____
CHAIRMAN

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this ____ day of _____, 199__, before me, the undersigned notary,
personally appeared _____, and swore or affirmed to me that the signature is
voluntary and the document truthful.

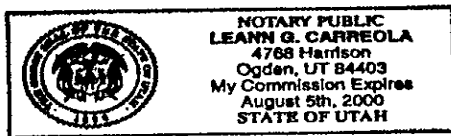
NOTARY PUBLIC

Mountain Meadows Multiple Unit Condominiums Phases 4 and 5 Homeowners' Association

By: Richard W. Keare
CHAIRMAN

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 21st day of July, 1997 before me, the undersigned notary,
personally appeared Richard W. Keare and swore or affirmed to me that the signature is
voluntary and the document truthful.



Leann G. Carreola
NOTARY PUBLIC

Maintenance and Access Agreement
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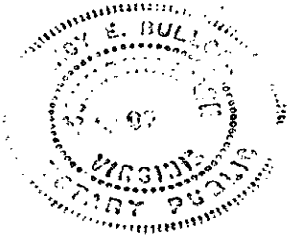
Mountain Meadows Single Unit Condominiums Phases 1,2,3 and 4 Homeowners' Association

By: David L. Dineen
CHAIRMAN

STATE OF ~~UTAH~~ ^{VIRGINIA})
PRINCE WILLIAM : SS.
COUNTY OF ~~WEBER~~)

On this 23rd day of July, 1997, before me, the undersigned notary,
personally appeared David L. Dineen, and swore or affirmed to me that the signature is
voluntary and the document truthful.

Nancy E. Bullock
NOTARY PUBLIC
my Commission expires 5/31/98



E# 1484603 BK1873 PG1732

EXHIBIT "1"

E# 1484603 BK1873 PG1733

A part of the Southeast Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey:

Beginning at a point on the Section Line being 627.88 feet N 89°10'53" W from the Southeast Corner of said Section 10; and running thence N 89°10'53" W 160.35 feet along said Section Line to the Southeast Corner of Mountain Meadows Multiple Unit Condominium Phase Three in Ogden City, Weber County, Utah as staked on the ground; thence N 3°45'27" W 133.19 feet along the Easterly line of said Phase Three to the Southeasterly Corner of Mountain Meadows Multiple Unit Condominium Phase Two in Ogden City, Weber County, Utah as staked on the ground; thence along said Easterly line of Phase Two the following two (2) courses: N 3°45'33" W 337.17 feet and S 68°39'57" W 11.06 feet to the Southeasterly Corner of Mountain Meadows Multiple Unit Condominium Phase One in Ogden City, Weber County, Utah as staked on the ground; thence N 5°34'09" W 198.74 feet along the Easterly line of said Phase One to the Southerly line of Mountain Meadows Multiple Unit Condominium Phase 5 in Ogden City, Weber County, Utah as staked on the ground; thence N 68°16'42" E 105.65 feet along said Southerly line to the Southeasterly Corner of said Phase One and the Westerly line of Quail Creek Chateaux No. 1 in Ogden City, Weber County, Utah as staked on the ground; thence along said Westerly line of Quail Creek Chateaux No. 1 the following three (3) courses: Southeasterly along the arc of a 1808.23 foot radius curve to the left a distance of 132.34 feet (Central angle equals 4°11'36" and Long Chord bears S 23°49'06" E 132.31 feet) to a point of reverse curvature; Southeasterly along the arc of a 720.63 foot radius curve to the right a distance of 334.91 feet (Central angle equals 26°37'40" and Long Chord bears S 12°36'04" E 331.90 feet); and S-0°42'46" W 259.60 feet to the point of beginning.

Contains 2.587 Acres

E# 1484603 BK1873 PG1734

EXHIBIT "2"

E# 1484603 BK1873 PG1735

LEGAL DESCRIPTION MULTIPLE UNIT CONDOMINIUM PHASE ONE

A part of the S.E. 1/4 of Section 10, T5N, R1W
SLB&M, U.S. Survey: Beginning at a point N. 89°
37' W. 777.60 feet and N. 06°14'06" W. 476.28 feet
from the S.E. Corner of said Section 10 and
running thence S. 68°00' W. 154.43 feet; thence
West 91.51 feet; thence N. 58°04'52" W. 146.81 feet
thence N. 04°55'23" W. 90.17 feet; thence North-
westerly along a 170.99 foot radius curve to the
left 196.97 feet (chord bears N. 37°55'23" W.
136.26 feet); thence N. 70°55'23" W. 40.0 feet;
thence N. 19° 04'37" E. 11.75 feet; thence S.
82°29'04" E. 213.44 feet; thence S. 68°01'21" E.
76.15 feet; thence S. 88° 58'44" E. 75.76 feet;
thence So. 79°25'35" E. 138.27 feet; thence S.
06°14'06" E. 198.74 feet to the point of
beginning.

Contains 2.27 acres.

Together with a 34 foot right-of-way. Said right-
of-way being described as follows:

A part of the S.E. 1/4 of Section 10, T5N, R1W
SLB&M, U.S. Survey: Beginning at the N.E. corner
of Mountain Meadows Subdivision Phase One and
running thence S. 70°55'23" E. 40.0 feet; thence
southeasterly along a 170.99 foot radius curve to
the right 196.97 feet (chord bears S. 37°55'23" E.
136.26 feet) thence S. 85°04'37" W. 34.0 feet;
thence northwesterly along a 136.99 foot radius
curve to the left 157.80 feet (Chord bears N. 37°
55'23" W. 149.22 feet) thence N. 70°55'23" W. 40.0
feet; thence N. 19°04'37" E. 34.0 feet to the
point of beginning.

EXHIBIT "2"

1484603 BK1873 PG1736

LEGAL DESCRIPTION OF MULTIPLE UNITS CONDOMINIUM PHASE TWO

A part of the Southeast 1/4 section of 10, T5N, R1W, SLB & M. U. S. Survey: Beginning at a point North 89°37' West 777.60 feet and North 06°14'06" West 139.28 feet from the Southeast corner of said Section 10 and running thence South 83°45'54" West 227.16 feet; thence North westerly along a 167.00 foot radius curve to the right (chord bears North 50°34'45" West 238.86 feet; thence North 04°55'23" West 17.68 feet; thence North 85°04'37" East 34.00 feet; thence North 04°55'23" West 205.00 feet to the Southwest corner of "Mountain Meadows Multiple Unit Condominium Phase One; thence along the South line of said Phase One, 3 courses as follows: South 58°04'52" East 146.81 feet and East 91.51 feet and North 68°00' East 165.49 feet to a point 11.06 feet beyond S.E. corner Phase 1; thence South 04°25'30" East 337.17 feet to the point of beginning. Contains 2.69 acres.

EXHIBIT "2"

E# 1484603 BK1873 PG1737

LEGAL DESCRIPTION MULTIPLE UNIT CONDOMINIUM PHASE THREE

A part of the Southeast 1/4 section of 10, T5N, R1W, SLB & M. U. S. Survey: Beginning at a point North 89°37' West 782.01 feet from the Southeast corner of said section 10 and running thence North 89°37' W. 512.42 feet; thence North 24°30' E 115.07 feet; thence northeasterly along

a 188.70 ft radius curve to the right 107.04 feet; thence N. 57°00' E. 1.23 feet to the southerly line of MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM PHASE TWO, thence along a 167.0 ft. radius curve to the left 184.31 feet (chord bears S. 64°37'03" E. 175.09 ft); thence N. 83°45'54" E. 227.16 ft; thence S. 4°25'30" E. to the point of beginning.

E# 1484603 BK1873 PG1738

EXHIBIT "3"

E# 1484603 BK1873 PG1739

EXHIBIT 3

LEGAL DESCRIPTION PHASE FOUR

A part of the Southeast Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the North Boundary Line of Mountain Meadows Multiple Unit Condominium Phase One, Ogden City, Weber County Utah as staked on the ground said point being 848.66 feet North $89^{\circ} 10' 53''$ West along the Section Line; 662.27 feet North to the Northeast Corner of said Mountain Meadows Multiple Unit Condominium Phase One and Northwesterly along said North boundary line the following three (3) courses: 138.27 feet North $78^{\circ} 45' 38''$ West; 75.76 feet North $88^{\circ} 18' 47''$ West and 76.15 feet North $67^{\circ} 21' 24''$ West from the Southeast Corner of said Section 10; and, running thence along said North boundary line the following two (2) courses:

North $81^{\circ} 49' 07''$ West 213.44 feet and South $19^{\circ} 41' 34''$ West 11.75 feet to the Easterly Corner of Mountain Meadows Single Unit Condominium Phase One P.R.U.D., Ogden City, Weber County, Utah as staked on the ground; thence Northwesterly along the North Boundary line of said Mountain Meadows Single Unit Condominium Phase One P.R.U.D. the following five (5) courses: North $70^{\circ} 15' 26''$ West 226.54 feet; Northwesterly along the arc of a 205.91 foot radius curve to the left a distance of 32.02 feet (Long Chord bears North $74^{\circ} 42' 42''$ West 31.98 feet); Northwesterly along the arc of a 30.00 foot radius curve to the right a distance of 30.55 feet (Long Chord bears North $49^{\circ} 59' 23''$ West 29.25 feet); North $20^{\circ} 48' 48''$ West 39.97 feet; and Northeasterly along the arc of a 20.00 foot radius curve to the right a distance of 19.84 feet (Long Chord bears North $7^{\circ} 36' 01''$ East 19.03 feet); thence Northeasterly along the arc of a 741.72 foot radius curve to the right a distance of 30.21 feet (Long Chord bears North $72^{\circ} 59' 06''$ East 30.21 feet); thence North $74^{\circ} 09' 07''$ East 95.26 feet; thence Northeasterly along the arc of a 967.00 foot radius curve to the right a distance of 45.96 feet (Long Chord bears North $75^{\circ} 30' 49''$ East 45.96 feet); thence North $76^{\circ} 52' 31''$ East 253.92 feet; thence South $13^{\circ} 07' 29''$ East 99.99 feet; thence South $39^{\circ} 26' 45''$ East 76.27 feet; thence South $4^{\circ} 28' 15''$ East 127.43 feet to the point of beginning.

Contains 2.004 Acres.

E# 1484603 BK1873 PG1740

LEGAL DESCRIPTION PHASE FIVE

A part of the Southeast Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey:

Beginning at the Northeast corner of Mountain Meadows Multiple Unit Condominium Phase One, Ogden City, Weber County, Utah as staked on the ground, said point being 848.66 feet N 89°10'53" W along the section line and 662.27 feet NORTH from the Southeast Corner of said Section 10; running thence along the North boundary line of said Mountain Meadows Multiple Unit Condominium Phase One the following three (3) courses: N 78°45'38" W 138.27 feet; N 88°18'47" W 75.76 feet; and N 67°21'24" W 76.15 feet to the East boundary line of Mountain Meadows Multiple Unit Condominium Phase 4, Ogden City, Weber County, Utah as staked on the ground; thence along said East boundary line the following three (3) courses: N 4°28'15" W 127.43 feet; N 39°26'45" W 76.27 feet and N 13°07'29" W 99.99 feet; thence N 76°52'31" E 24.19 feet; thence Northeasterly along the arc of a 898.75 foot radius curve to the right a distance of 342.10 feet (Long Chord bears N 87°46'47" E 340.04 feet); thence S 14°17'24" E 101.63 feet; thence Southeasterly along the arc of a 1808.23 foot radius curve to the left a distance of 234.54 feet (Long Chord bears S 18°00'21" E 234.38 feet); thence S 68°16'42" W 105.65 feet to the point of beginning.

Contains 2.822 Acres

E# 1484603 BK1873 PG1741

EXHIBIT "4"

E# 1484603 BK1873 PG1742

PHASE 1 LEGAL DESCRIPTION, MOUNTAIN MEADOWS SINGLE UNIT
CONDOMINIUMS

A PART OF THE S.E. 1/4 of sec. 10, T 5N, R 1 W, SLB&M, U.S. SURVEY.
BEGINNING AT A POINT N. 89° 37' W. 2066.00 FT. AND N. 6° 19' E. 623.44 FT.
FROM THE S.E. COR. OF SAID SEC. 10 AND RUNNING THENCE N. 6° 19' E. .
305.46 FT., THENCE N. 27° 40' E. 21.00 FT, THENCE EASTERLY ALONG A
329.00 FT. RADIUS CURVE TO THE LEFT 316.59' FT. (CHORD BEARS S. 89° 46'
01" E. 304.51 FT.) THENCE S. 35° 59' 06" E. 21.46 FT., THENCE S. 26° 59' 54" E.
33.00 FT, THENCE SOUTHERLY ALONG A 20.00 FT. RADIUS CURVE TO THE
LEFT 29.54 FT. (CHORD BEARS S. 20° 49' 40" W. 26.92 FT.) THENCE S. 21° 28' 48"
E. 39.97 FT, THENCE SOUTHEASTERLY ALONG A 30.00 FT RADIUS CURVE
TO THE LEFT 30.55 FT. (CHORD BEARS S. 80° 39' 28" E. 29.25 FT.) THENCE
SOUTHEASTERLY ALONG A 205.92 FT. RADIUS CURVE TO THE RIGHT
32.03 FT. (CHORD BEARS S. 78° 22' 44" E. 32.00 FT.) THENCE S. 70° 53' 23" E.
226.84 FT. THENCE S. 19° 04' 37" W. 164.00 FT., THENCE N. 70° 55' 23" W. 189.79
FT, THENCE WEST 146.75 FT, THENCE S. 06° 00' W. 270.00 FT. TO THE POINT
OF BEGINNING. CONT. 3.33 ACRES

E# 1484603 BK1873 PG1743

EXHIBIT "4"

PHASE 2 LEGAL DESCRIPTION, MOUNTAIN MEADOWS SINGLE UNIT
CONDOMINIUMS.

PART OF THE SOUTHEAST QUARTER OF SECTION 10, T 5 N, R 1 W, SALT
LAKE BASE AND MERIDIAN U.S. SURVEY; BEGINNING AT A POINT N. 89
37'W. 2066.00 FEET AND N. 6 19'E. 298.44 FEET FROM THE SOUTHEAST
CORNER SAID SEC. 10 AND RUNNING THENCE N. 6 19'E. 330.00 FT. , TO THE
SW CORNER OF LOT 2 MOUNTAIN MEADOWS PHASE 1, THENCE EASTERLY
ALONG THE SOUTH BOUNDARY OF SAID MOUNTAIN MEADOWS PHASE 1
SAID BOUNDARY RUNNING THENCE N. 86 00' E 270.00 FEET, THENCE EAST
146.75 FEET, THENCE S. 70 55'23" E. 189.79 FEET TO THE SE. CORNER OF LOT
7 MOUNTAIN MEADOWS PHASE 1, THENCE N. 19 04'37" E. 130.00 FEET,
THENCE S. 70 55'23" E. 40.00 FEET, THENCE SOUTHEASTERLY ALONG A
136.99 FOOT RADIUS CURVE TO THE RIGHT 157.80 FEET (CHORD BEARS S.
37 55' 23" E. 149.22 FEET) THENCE N. 89 04'37" E. 34.00 FEET, THENCE S. 04 55'
23" E. 295.17 FEET, THENCE S. 85 04' 37" W. 34.00 FEET, THENCE S. 83 38'09" W.
199.55 FEET, THENCE N. 86 26'00"W. 632.00 FEET TO THE POINT OF
BEGINNING. CONTAINS 6.8 ACRES

MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM PHASE 3:

A PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 2066.00 FEET NORTH 89°10'53" WEST ALONG THE SECTION LINE AND 4.05 FEET SOUTH 0°49'07" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 15 AND RUNNING THENCE SOUTH 89°16'55" EAST 141.84 FEET ALONG THE LINE COMMON TO LOTS 6 AND 7, MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM PHASE THREE IN OGDEN CITY, WEBER COUNTY, UTAH, TO THE WESTERLY LINE OF A PRIVATE ROAD; THENCE ALONG SAID WESTERLY LINE OF A PRIVATE ROAD THE FOLLOWING SIX COURSES: SOUTHWESTERLY ALONG THE ARC OF A 127.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 14.15 FEET (CENTRAL ANGLE EQUALS 6°22'54" AND LONG CHORD BEARS SOUTH 24°46'13" WEST 14.14 FEET) TO A POINT OF TANGENCY; SOUTH 21°34'45" WEST 10.86 FEET; SOUTH 23°25'15" EAST 14.14 FEET; SOUTH 21°34'45" WEST 59.40 FEET TO A POINT OF CURVATURE; SOUTHWESTERLY ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.29 FEET (CENTRAL ANGLE EQUALS 54°01'13" AND LONG CHORD BEARS SOUTH 48°35'21" WEST 27.25 FEET) TO A POINT OF REVERSE CURVATURE; AND SOUTHERLY AND EASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 166.81 FEET (CENTRAL ANGLE EQUALS 191°09'06" AND LONG CHORD BEARS SOUTH 19°58'35" EAST 99.53 FEET); THENCE SOUTH 25°33'08" EAST, 210.88 FEET ALONG THE LINE COMMON TO LOTS 9 AND 10, MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM PHASE THREE IN OGDEN CITY, WEBER COUNTY, UTAH; THENCE SOUTH 68°03'06" WEST 170.00 FEET; THENCE NORTH 79°49'02" WEST 70.0 FEET; THENCE NORTH 37°07'38" WEST 273.47 FEET; THENCE NORTH 0°49'07" EAST 230.00 FEET TO THE SOUTH BOUNDARY OF EVANS ACRES IN OGDEN CITY, WEBER COUNTY, UTAH, AS IT IS STAKED ON THE GROUND; THENCE SOUTH 89°16'55" EAST 168.16 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM PHASE 4

A PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM, PHASE THREE, IN OGDEN CITY, WEBER COUNTY, UTAH AS STAKED ON THE GROUND BEING 1279.92 FEET NORTH 89°10'53" WEST ALONG THE SECTION LINE AND 3.99 FEET SOUTH 25°09'57" WEST ALONG THE SOUTHEASTERLY LINE OF CANTERBURY ROAD FROM THE NORTHEAST CORNER OF SAID SECTION 15; AND RUNNING THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM, PHASE THREE IN OGDEN CITY, WEBER COUNTY, UTAH THE FOLLOWING THREE COURSES: SOUTH 25°09'57" WEST 65.70 FEET; NORTH 64°50'03" WEST 154.00 FEET; AND SOUTH 44°05'44" WEST 150.00 FEET; THENCE SOUTH 56°30' EAST 215.73 FEET; THENCE SOUTH 88°57'03" EAST 172.75 FEET; THENCE NORTH 46°02'57" EAST 91.92 FEET; THENCE NORTH 1°02'57" EAST 157.41 FEET TO SAID SOUTH LINE OF MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM, PHASE THREE AS STAKED ON THE GROUND; THENCE NORTH 88°57'03" WEST 150.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

E# 1484603 BK1873 PG1745

EXHIBIT "A"

Et 1484603 BK1873 PG1746

Exhibit A

Contribution for the 1997 resurfacing of Meadow Creek Lane:

<u>Association</u>	<u>No. of units</u>	<u>Percent/total</u>	<u>Amount</u>
Mountain Meadows Single Units Condominiums Phase 1, 2, 3, & 4	36	38	\$9,915.00
Mountain Meadows Multiple Units Condominiums Phase 1, 2, & 3	30	32	\$8,350.00
Mountain Meadows Multiple Units Condominiums Phases 4 & 5	18	19	\$4,957.00*
Mountain Meadows Multiple Units Condominiums Phase 6 (Developer)	10	11	\$2,870.00
Totals	<u>94</u>	<u>100%</u>	<u>\$26,092.00</u> Total estimated cost

*Phase 4 & 5's share will be reduced by \$1,500.00 which Mr. Dean consented to deliver at the time of the signing of these documents.

E# 1484603 BK1873 PG1747

EXHIBIT "B"

EX 1484603 BK1873 PG1748

EXHIBIT "B"

To: Loel Dean
1638 Rutherford Ridge
Ogden, Utah 84403

From: Mountain Meadows Single Family Condominium Association

Re: Record of Survey Map Mountain Meadows Single Unit Condominium Phase Four dated March 15, 1995.

The Single Family Condo Association accept the three newly proposed single family units in the cul-de-sac on Canterbury along with the use of all of its current improvements such as water, sewer, electrical, telephone, cable TV and access roads, in exchange for the following:

- The common area at the entrance on 4600 South be completed. As it now stands, there is no cohesiveness between the east side of the entrance and the west side. This includes the area south of the sidewalk on the west side. These areas should be completed and made to appear as a single common entrance to this beautiful housing area.

Loel Dean has agreed to upgrade this area during the summer of 1995 by making it compatible with the east side. This includes both replacing the river rock with lawn and sprinkler and improving the south side of the side walk so that it is both aesthetically pleasing as well as allowing the use of the sidewalk. The plan will be approved by the architectural committees of the single family and multi family condo associations or whomsoever the association appoint.

- The elevation plans of the three proposed single family dwellings will be reviewed and approved by the single family condo architectural committee prior to construction.

Loel Dean has agreed to this condition.

- Dean Development contribute an amount commensurate with the damage done to the existing Meadow Creek Drive road. We recognize further damage will be caused by the addition of three units.

Loel Dean agrees to cover the cost of the Base Repairs of Meadow Creek Lane from the entrance to Canterbury Lane plus the costs associated with the per lot share on the three additional lots he is going to build upon. This work will be completed during the summer of 1995 and Loel will arrange for both the base repair and the 2" overlay with cloth at the time that the Canterbury cul-de-sac is put in. The Base Repairs and overlay will be approved by the single family and multi family condo associations or whomsoever they appoint.

Agreed to on April 5, 1995 by:

EE 1484603 BK1873 PG1749


David G. Norton - President


Loel Dean - Developer

EXHIBIT "C"

E# 1484603 BK1873 PG1750

EXHIBIT "C"

Percentage of cost to be paid by the parties for permanent maintenance, repair and snow removal of Meadow Creek Lane:

Mountain Meadows Single Units Condominiums Phases 1, 2, 3 and 4	38%
Mountain Meadows Multiple Units Condominiums Phases 1, 2 and 3	32%
Mountain Meadows Multiple Units Condominiums Phases 4 and 5	19%
Mountain Meadows Multiple Units Condominiums Phase 6	11%
Total	<hr/> 100%