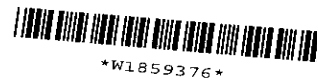


SUNRISE HOMES, LC
4055 SOUTH 700 EAST SUITE 200
MURRAY, UTAH 84107



3

SHARED ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF JUNE, 2002, BY SUNRISE HOMES, L.C. AND ITS SUCCESSORS AND ASSIGNS.

WHEREAS SUNRISE HOMES, L.C. ARE IDENTIFIED AS THE OWNERS OF THE ADDRESSES AND LEGAL DESCRIPTIONS ARE HEREIN ATTACHED AS "EXHIBIT A".

WHEREAS THESE PROPERTIES SHARE A COMMON ELECTRICAL SOURCE IN THE ATTIC AS LISTED BELOW:

- UNIT 01= THE POWER LINE PASSES THROUGH UNITS 03 AND 02.
- UNIT 02= THE POWER LINE PASSES THROUGH UNIT 03.
- UNIT 03= HOLDS THE POWER SOURCE FOR UNITS 01,02, AND 04
- UNIT 04= THE POWER LINE PASSES THROUGH UNIT 03.
- UNIT 05= THE POWER LINE PASSES THROUGH UNITS 07 AND 06.
- UNIT 06= THE POWER LINE PASSES THROUGH UNIT 07
- UNIT 07= HOLDS THE POWER SOURCE FOR UNITS 05, 06, AND 08
- UNIT 08= THE POWER LINE PASSES THROUGH UNIT 07
- UNIT 28= THE POWER LINE PASSES THROUGH UNITS 30 AND 29
- UNIT 29= THE POWER LINE PASSES THROUGH UNIT 30
- UNIT 30= HOLDS THE POWER SOURCE FOR UNITS 28 AND 29

NOW, THEREFORE, IN CONSIDERATION ON THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION. THE SUFFICIENCY OF WHICH HEREBY ACKNOWLEDGED, SUNRISE HOMES, L.C. AND ITS SUCCESSORS AND ASSIGNS HERETO AGREE AS FOLLOWS:

1. THE PARTIES ACKNOWLEDGE THAT CERTAIN REPAIRS OR EMERGENCIES MAY REQUIRE THE PROPERTIES ABOVE MENTIONED TO ACCESS THE ELECTRICAL SOURCE CONTAINED IN THE ATTIC OF THE PROPERTIES AS GIVEN ABOVE TO SERVICE THE ADJOINING UNITS.
2. IN THE EVENT THAT ANY SUCH REPAIR, MAINTENANCE OR EMERGENCY ACCESS MAY BECOME NECESSARY, THE CURRENT OWNER OF THAT UNIT SHALL PROVIDE REASONABLE NOTICE OF THEIR INTENT TO GAIN ACCESS, ACCESS SHALL NOT BE UNREASONABLY DENIED. IT IS UNDERSTOOD THAT IMMEDIATE ACCESS MAY BE NECESSARY IN THE EVENT OF AN EMERGENCY.
3. THIS AGREEMENT SHALL RUN WITH THE LAND AND IS BINDING UPON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES HERETO.
4. THE UNDERSIGNED PARTY HEREBY WARRANT AND CONVEY TO THEIR SUCCESSORS AND/OR ASSIGNS AN EASEMENT FOR GAINING ACCESS AND REPAIRS REQUIRED TO THE ELECTRICAL SOURCE CONTAINED IN THE ATTIC OF THE PROPERTIES LISTED IN THE ATTACHED "EXHIBIT A".
5. ENFORCEMENT: IT IS HEREBY AGREED THAT IN THE EVENT OF THE FAILURE OF ANY PARTIES (SUCCESSORS AND/OR ASSIGNS) TO PERFORM ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, THEN IN THAT EVENT THE DEFAULTING PARTY AGREES TO PAY THE PREVAILING PARTY REASONABLE ATTORNEY'S FEES, COURT COSTS FOR ENFORCEMENT OF THESE PROVISIONS. IT IS FUTHER ACKNOWLEDGED AND EXPRESSLY AGREED THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE APPURTENANT TO AND SHALL RUN WITH THE LAND AND SHALL IN ALL RESPECTS BE BINDING UPON THE HEIRS, SUCCESSORS IN INTEREST, ADMINISTRATORS AND ASSIGNS OF THE PARTY HERETO.

Attest:

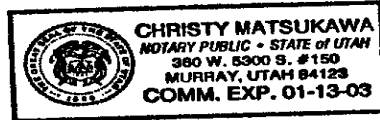
SUNRISE HOMES, LC

BY: *Matt Alder*
MATT ALDER, Managing Member.

STATE OF UTAH
COUNTY OF SALT LAKE

On the 24th of June, 2002, personally appeared before me
MATT ALDER who being by me duly sworn, did say, for himself, that he,
the said MATT ALDER is the Managing Member of SUNRISE HOMES, LC,
and that the within and foregoing instrument was signed in behalf of said
limited liability company by authority of its articles, and said
MATT ALDER duly acknowledged to me that said limited liability company
executed the same.

Christy Matsukawa
Notary Public
Residing at: Murray, Utah
My Commission Expires: 4/13/03



"EXHIBIT A"

ADDRESSES : 128 WEST 2525 NORTH, HARRISVILLE, UTAH
130 WEST 2525 NORTH,
134 WEST 2525 NORTH,
136 WEST 2525 NORTH,
140 WEST 2525 NORTH,
142 WEST 2525 NORTH,
146 WEST 2525 NORTH,
148 WEST 2525 NORTH,
147 WEST 2525 NORTH,
145 WEST 2525 NORTH,
141 WEST 2525 NORTH,

DESCRIPTIONS: ALL OF LOTS 1 THROUGH 8, 28, 29, AND 30, NEW TOWNE SQUARE
AT COLONIAL SPRINGS SAP PHASE 01, HARRISVILLE CITY, WEBER COUNTY,
UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

17-267-0001 - 0008, 0028, 0029, AND 0030