

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
**Woodside Homes Corporation**  
**Attn: Post Closing Dept.**  
**39 E. Eagleridge Drive, #100**  
**North Salt Lake, UT 84054**

U.S. Title Order # DV33484SG

E 2391196 B 4611 P 226-227  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/9/2008 10:58:00 AM  
FEE \$12.00 Pgs: 2  
DEP eCASH REC'D FOR US TITLE COMPANY OF UTAH

**Memorandum of Covenant of Use During Occupancy Period and Lien**

This Memorandum of Covenant of Use During Occupancy Period and Lien (the "Memorandum") is made this 8<sup>th</sup> day of September, 2008, by and between Royce B. Bartholomew, Denise L. Bartholomew ("Buyer") and Woodside Castleton LLC ("Seller").

Buyer and Seller have entered into that certain Purchase Agreement dated March 22, 2008, and all addenda thereto (the "Purchase Agreement") for the property located in the County of DAVIS, State of Utah, more particularly described as:

All of Unit 115-2, Castleton North at Foxboro North Plat 4, A Condominium Project, North Salt Lake City, Davis County, Utah, according to the record of survey map, filed in Book 4469 of Plats, Page 475, and in the Declaration of Condominium of said development recorded February 19, 2008, as Entry No. 2342427, in Book 4472, Page 1741, records of Davis County, Utah, and any supplemental declarations and bylaws thereto.

Together with the undivided ownership interest in the common areas and facilities which is appurtenant to said unit as disclosed in the Declaration of Condominium of said development.

TAX ID: 06-299-0011 (the "Property").

1. Pursuant to the terms of the Purchase Agreement, and in order to induce Seller to convey the Property to Buyer, Buyer has agreed that if Buyer sells, leases, or otherwise transfers (a "Transfer") the Property prior to one year after the close of escrow to Buyer (the "Occupancy Period"), Buyer shall be obligated to pay Seller certain sums as described in the Purchase Agreement. Subject to the terms of the Purchase Agreement, such sums shall be payable out of the proceeds of any sale that closes during the Occupancy Period and this Memorandum shall constitute a lien to secure Seller's rights herein.
2. Notwithstanding the foregoing, unless Seller has provided Buyer written notice of its claim hereunder, all rights and duties under this Memorandum shall automatically terminate on the date which is two years after the original close of escrow to Buyer, with no further action required by either Buyer or Seller, and without regard to whether a Transfer occurred during the Occupancy Period.
3. Seller and Buyer hereby agree that a violation of the Covenants herein by either party shall not invalidate or defeat the lien of any first mortgage or deed of trust made in good faith and for value, and the Covenants and provisions of the Memorandum and of the Agreement shall be inferior and subordinate to the lien of any such first mortgage or deed of trust recorded

concurrently with the deed conveying the Property to Buyer.

This Memorandum has been executed this 8 day of September, 2008.

Buyer(s):

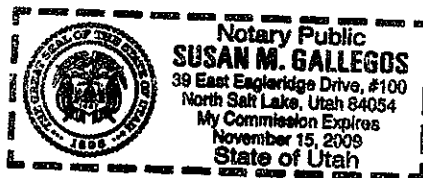
Seller(s):

Woodside Castleton LLC

Royce B. Bartholomew  
Royce B. Bartholomew

Jeannine M. Hawkins  
Jeannine M. Hawkins Closing Crdntr

Denise L. Bartholomew  
Denise L. Bartholomew



STATE OF UTAH )

: ss.

County of Davis )

On the 8 day of September, 2008, before me, the undersigned, a notary public, personally appeared Royce B. Bartholomew and Denise L. Bartholomew, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Susan M. Gallegos  
Notary Public

Residing in: Syracuse, UT

My Commission Expires: 11-15-2009

State of Utah )

: ss

County of Davis )

On the 8 day of September, 2008, personally appeared before me Jeannine M. Hawkins, who being by me duly sworn did say, that she, the said Jeannine M. Hawkins is the Closing Coordinator of Woodside Castleton LLC, a Utah limited liability Company and that the within and foregoing instrument was signed on behalf of said Limited Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Company executed the same.

Susan M. Gallegos  
Notary Public

My Commission Expires: 11-15-2009

