

RETURNED

OCT 20 1995

E 1206435 B 1928 P 983  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 OCT 20 9:41 AM FEE 62.00 DEP DJW  
REC'D FOR SUSSEX GROUP

WHEN RECORDED, MAIL TO:

Ervin R. Holmes, Esq.  
Van Cott, Bagley, Cornwall & McCarthy  
50 South Main Street, Suite 1600  
Salt Lake City, Utah 84144

~~E 1201910 B 1920 P 257  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 SEP 27 11:02 AM FEE 62.00 DEP REC  
REC'D FOR FIRST AMERICAN TITLE CO OF UTAH~~

*all Eastpointe PUD + Common  
area  
06-095-0070, 0104, 0111, 0116*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
EASTPOINTE SUBDIVISION, A PLANNED UNIT DEVELOPMENT

*01-056-0005, 0006 + 0007*

This Declaration is made and executed this 5th day of January, 1995 by  
SUSSEX GROUP, L.C., a Utah limited liability company (hereinafter referred to as  
"Declarant").

R E C I T A L S :

A. Declarant is the record owner of that certain tract of property more particularly described in Article II of this Declaration. Declarant desires to create on said Property a planned unit development with permanent open spaces, private roadways, and other Common Areas.

B. Declarant desires to provide for preservation of values and amenities in said development, for maintenance of the Common Areas, and for promotion of the health, safety and social welfare of each Owner of a part thereof. To this end and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of values and amenities in the development, to create an entity which possesses the power to maintain and administer the Common Areas, to provide exterior maintenance of the Lots, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with the recordation of this Declaration, caused to be incorporated under the laws of the State of Utah, as a non-profit corporation, the Eastpointe P.U.D. Owners' Association.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares that all of the Property described in Article II of this Declaration is and shall be held, occupied, improved, transferred, sold, leased and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each Owner thereof.

*U3D-72083*

ARTICLE I  
DEFINITIONS

E 1206435 B 1928 P 984  
E ~~1201910~~ B ~~1920~~ P ~~258~~

When used in this Declaration (including the foregoing portion hereof entitled "Recitals"), unless the context clearly indicates otherwise, the following terms shall have the meaning indicated.

1.1 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Eastpointe Subdivision, a planned unit development, as the same may be amended from time to time.

1.2 "Plat" shall mean and refer to the subdivision plat of the Eastpointe Subdivision, prepared and certified by Mark Neff, executed by Mark Neff on the \_\_\_\_ day of \_\_\_\_\_, 1994, and filed for record in the Office of the County Recorder of Davis County, State of Utah, concurrently with the filing of this Declaration, as the same may be amended from time to time.

1.3 "Property" shall mean and refer to the entire tract of real property covered by the Plat, a description of which is set forth in Article II of this Declaration.

1.4 "Lot" shall mean and refer to any of the twenty-eight (28) (separately numbered parcels of land intended for building lots, shown on the Plat).

1.5 "Common Areas" shall mean and refer to all that part of the Property which is not included within the Lots, including all improvements other than public utility lines now or hereafter constructed or located thereon.

1.6 "Living Unit" shall mean or refer to a structure or portion of a structure which is designed and intended for use in occupancy as a single-family residence and which is complete and ready for occupancy, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

1.7 "Owner" shall mean or refer to the owner of record (in the Office of the County Recorder of Davis County, Utah), whether one or more persons or entities, of a fee or undivided fee interest in any Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable legal concept or theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not include a mortgagee, a trustee or beneficiary under a Deed of Trust or holder of a similar interest given merely as security before the performance of an obligation unless and until such party has acquired title pursuant to foreclosure or an arrangement or proceeding in lieu thereof.

1.8 "Member" shall mean or refer to every person or entity who holds membership in the Association.

1.9 "Declarant" shall mean or refer to Sussex Group, L.C., a Utah limited liability company, its successors and assigns if such successors or assigns should acquire all or substantially all of Declarant's undeveloped and partially undeveloped Lots

1.10 "Association" shall mean and refer to the Eastpointe P.U.D. Owners' Association, a non-profit corporation organized and existing under the laws of the State of Utah, its successors and assigns.

1.11 "Board of Trustees" shall mean the governing board of the Association appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

1.12 "Manager" shall mean and refer to the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Property.

1.13 "Mortgage" shall mean any first mortgage or a first deed of trust by which a Lot or any part thereof is encumbered.

1.14 "Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered or (ii) any successor to the interest of such person under such Mortgage.

ARTICLE II  
PROPERTY DESCRIPTION

The Property which is and shall be held, occupied, sold, leased, transferred and conveyed subject to the provisions of this Declaration consists of the following-described tract of real property situated in the City of North Salt Lake, County of Davis, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO

~~BEGINNING at the SE corner of Lot 5 located in the SE 1/4 of Section 36, T. 2 N., R. 1 N., Salt Lake Base & Meridian, said point of BEGINNING also being N.89°51'48"E. 1319.65 feet from the South 1/4 of Said Section, thence N.0°36'18"W 446.50 feet, along the West line of IRFRED PARK SUBDIVISION, to the Northeast corner of said Lot 5; thence S.89°30'W. 309.93 feet, along the North line of said Lot 5, thence S.29°50'26"W. 374.93 feet; thence S.39°30'E. 25.04 feet, thence S.50°30'W. 66.42 feet; thence S.29°50'26"W. 83.72 feet; thence N.89°13'15"E. 578.31 feet, along the North line of IRFRED PARK SUBDIVISION; thence N.0°36'18"E. 7.77 feet to the point of BEGINNING.~~

ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING

E 1206435 B 1928 P 986

~~E 1201910 B 1928 P 268~~

3.1 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it is appurtenant. Any devise, encumbrance, conveyance or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Association and the rights appurtenant thereto. Membership shall begin automatically and immediately upon becoming an Owner, and shall terminate immediately and automatically upon ceasing to be an Owner. No person or entity other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

3.2 Voting Rights. All Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist or be cast with respect to any Lot.

3.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lots shall be exercised as the Owners thereof may determine among themselves. A vote cast at any association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.4 Appointment of Board of Trustees by Declarant. Until the date three (3) years after this Declaration is filed for record in the official records of the county recorder of Davis County, Utah, Declarant shall have the right and option to appoint, remove and replace all of the Members of the Board of Trustees of the Association. In the event Declarant fails to exercise this option or in the event Declarant by written notice to the Association voluntarily turns over to the Members the responsibility for electing the Board of Trustees before the termination of said three (3) year period, the Board of Trustees shall be elected by the Members of the Association in accordance with this Declaration, the Articles of Incorporation and By-Laws of the Association.

3.5 Amplification. The provisions of this Article III may be amplified by the Articles of Incorporation and By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners as set forth in this Declaration.

ARTICLE IV  
OWNERS' RIGHTS AND COMMON AREAS

4.1 Owners' Easements of Use and Enjoyment. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, including, without limitation, a non-exclusive right and easement to use and enjoy the private roadways shown on the Plat and included within the Common Areas for access, ingress and egress to and from the Lots. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Such right and easement shall be subject to the following:

(a) The right of the Association to adopt, rescind, amend and enforce rules and regulations governing the use of the Common Areas, and the personal conduct of Members and their guests thereon as hereinafter provided.

(b) The right of the City of North Salt Lake and any other governmental or quasi-governmental authority having jurisdiction over the Property to access and rights of ingress and egress over and across any private roadway, parking area, walkway or open space contained within the Common Areas for purposes or providing police and fire protection, providing trash collection and removal services, transporting school children, and providing any other municipal or governmental service.

(c) The rights and easements set forth below in Article V of this Declaration.

4.2 Transfer of Title. Declarant agrees that it shall, at the time of recording of the Plat or within three (3) years thereafter, convey to the Association title to the Common Areas free and clear of all Mortgages (other than the lien of current general taxes and the lien of any assessments, charges or taxes imposed by governmental or quasi governmental authorities), subject to easements, rights-of-way, covenants, conditions and restrictions of record, visible on the land or enforceable in law or equity.

ARTICLE V  
OTHER EASEMENTS

5.1 Reserved Rights and Easements to Complete Development. There is hereby reserved to Declarant, and Declarant shall have such easements and rights of ingress and egress over, across, through and under the Property and any improvements now or hereafter constructed thereon as may be reasonably necessary, desirable or convenient to construct a Living Unit on each and every Lot and to improve the Common Areas with such

structures and facilities (including but not limited to private roadways and parking areas, walkways and various landscaped areas), designed for the use and enjoyment of all Members as Declarant may reasonably deem to be appropriate. Said reserved right and easement shall be transferable and shall include, without limitation, a right and easement to enter the Common Areas during the period of construction and sale of the Property, and to maintain such facilities and perform such operations as in the sole discretion of Declarant may be reasonably necessary, desirable or convenient to the construction and sale of Living Units, including a business office, sales office, storage area, construction yards, signs and model units. The rights and easements reserved to Declarant in this Section 5.1 shall terminate on the date five (5) years after this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

5.2 Utilities Easements. There is hereby reserved to Declarant, until such time as the Common Areas are conveyed by Declarant to the Association, the right and power to grant specific easements and rights-of-way, both temporary and permanent over, under or across any part of the Common Areas, to such utility companies and public authorities and on such terms and conditions as Declarant may in its sole discretion deem to be reasonably necessary or appropriate to provide for construction, maintenance and operation of the Common Areas, the Lots, the Living Units, or any of them. From and after the date upon which the Common Areas are conveyed by Declarant to the Association, the Association shall have the right and power, without consent or approval of the Members, to grant such rights of way and easements for public utilities over any part of the Common Areas as the Board of Trustees may be deemed to be consistent with the intended uses of the Common Areas.

## ARTICLE VI OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Common Areas by Association. Subject to the rights and duties of Declarant and of the Owners as set forth in this Declaration, the Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement and upkeep of the Common Areas, including without limitation all landscaping on Common Areas, and shall keep the same in good, clean, attractive, safe and sanitary condition.

6.2 Owner Maintenance of Living Units. Each Owner shall keep the Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, all in a manner consistent with good property management, and so as not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Living Unit. Without limiting the generality of the foregoing, in the event of damage or destruction of any of the improvements on any Lot by fire or other casualty, it shall be the obligation of the Owner or Owners of such Lot to promptly repair or rebuild the damaged or destroyed portions of the exterior of the Living Unit and improvements on the Lot in a good and workmanlike manner and substantially in accordance with the original plans and

specifications for said Property, subject only to such changes and modifications as may be approved by the Architectural Control Committee pursuant to ~~Article X below~~.

6.3 Trash Collection, Snow Removal, and Other Public Services. During any period of time when the Property or the Lots shall be ineligible, by reason of the private nature of the roadways included in the Common Areas or for any other reason, to receive trash collection, street lighting, snow removal, storm drain maintenance, or other municipal or public services from the City of North Salt Lake or such other governmental authority as may then be responsible for providing such public services in the area of the Property, the Association shall provide such trash collection, street lighting, snow removal, storm drain maintenance, and other public services upon the Property and to the Lots and the Owners thereof. During any period of time that the Association is responsible for storm drain maintenance pursuant to this Section 6.3, the Association shall maintain the storm drains which serve the Property and pass over the adjacent property known as the "Pebble Creek Apartments," including semi-annual inspection and cleaning, as necessary, of storm water catch basins serving the Property and located upon the Pebble Creek Apartments property.

6.4 Rules and Regulations. The Association shall have the power and the authority to promulgate, rescind, amend and enforce reasonable rules and regulations governing the use of the Common Areas; provided, however, that such rules and regulations shall be consistent with the rights and obligations established by this Declaration. The Association shall furnish to each Owner copies of all such rules and regulations promulgated by the Association, and copies of all amendments thereto and rescissions thereof.

6.5 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE VII ASSOCIATION'S INSURANCE AND TAXES

7.1 Insurance for Association. The Association may obtain and maintain at any time, or from time to time, as the Board of Trustees determines appropriate, such liability, fire and casualty, workmen's compensation, or other insurance as the Board of Trustees may in its discretion determine to be in the best interests of the Association. Exclusive authority to adjust losses under policies hereafter purchased and maintained by the Association hereunder shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual owners or their Mortgagees.

7.2 Taxes and Assessments on Common Areas. The Association shall pay all taxes, assessments, charges and impositions of any kind and nature which are lawfully assessed or imposed by any governmental or public authority with respect to the Common Areas for the period commencing on the date specified of commencement of annual assessments. The Association shall pay such taxes and assessments without regard to whether the record owner of the Common Areas is Declarant or the Association. Until such time as Declarant conveys the Common Areas to the Association, the cost and expense of said taxes and assessments shall be paid by the Association as part of the consideration for the use of the Common Areas by the Members.

~~E 1201910 B 1920 P 264~~

## ARTICLE VIII ASSESSMENTS

8.1 Covenant to Pay Assessments. Declarant, for each Lot owned by it, and for and as Owner of the Property and every part thereof, hereby covenants and each Owner of any Lot by acceptance of instruments of conveyance and transfer thereof, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all annual and special assessments, such assessments to be fixed, established, levied, and collected from time to time as hereinafter provided. No Owner may exempt himself or his Lot from liability from payment of the assessments provided for herein or diminish the amount of such liability by waiver or non-use of his rights concerning the Common Areas or of services and amenities provided by the Association or by abandonment of his Lot.

8.2 Purpose of Assessments. The annual and special assessments levied by the Association hereunder shall be used exclusively to promote the health, safety, and welfare of the residents of the Property, to operate, maintain and improve the Common Areas, and to perform any other functions which the association is obligated or permitted to perform under this Declaration. Without limiting the generality of the foregoing provisions of this Section 8.2, the uses made by the Association of assessments collected hereunder may include, among other things, payment of the costs of the following: taxes and special assessments; all insurance that the Association is permitted to maintain hereunder; wages and fees and related expenses for the services of such persons as the Association determines to be necessary or desirable for the proper performance of its functions hereunder, whether such persons are furnished or employed directly by the Association or by any person or entity with whom the Association contracts; legal and accounting services necessary in connection with the operation of the Property and the enforcement of this Declaration; water, sewer, electricity, garbage collection, street lighting, snow removal, and other necessary or desirable utilities or public services for the Common Areas or for the common use and benefit of the Owners as herein provided; any deficit remaining from a previous period; creation of a reasonable contingency, reserve, surplus and/or sinking fund; and any other expense necessary or desirable to enable the Association to perform or fulfill its obligations, purposes, or functions under this Declaration or its Articles of Incorporation.



8.3 Rate of Assessments. Both annual and special assessments shall be fixed at an equal amount for all Lots. Notwithstanding any contrary provision of this Declaration, this Section 8.3 shall not be amended unless the Owners of all Lots in the Property unanimously consent and agree to such amendment by instruments duly recorded in the official records of Davis County, Utah.

8.4 Quorum Requirements. The quorum required for any action authorized by Section 8.2 above shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of Members in the Association. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required in the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

8.5 Notice and Hearing. The Association shall give written notice of any proposed annual or special budget meeting to each Owner and shall thereafter hold a hearing with the Owners in conjunction with and to consider the proposed annual budget or special assessment. Said notice of the proposed annual budget or special assessment shall set forth the date, time and place for the hearing, which hearing shall be held not more than thirty (30) nor less than ten (10) days after mailing of such notice to the Owners.

8.6 Interest. All unpaid portions of any annual or special assessment shall bear interest at the rate of one percent (1%) per month from the date of such portions become due until paid.

8.7 Lien for Assessments. All sums assessed to or levied against any Lot by the Association pursuant to the provisions of this Article VIII, together with interest thereon and costs of collection thereof as herein provided, shall be secured by a lien on such Lot in favor of the Association. To further evidence such liens for sums assessed pursuant to this Article VIII, the Association may (but shall not be obligated to) prepare a written notice of lien setting forth the amount of the assessment, the date or dates due, the amount remaining unpaid, a description of the Lot, and the name of the record Owner thereof. Such notice shall be signed and acknowledged by a duly authorized officer or by the Manager of the Association and may be recorded in the Office of the County Recorder for Davis County, State of Utah. No such notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien shall exist solely by reason of this Declaration, and the preparation and recording of any such notice of lien shall not be required in order to create or perfect such lien, but shall be solely at the discretion and for the convenience and better protection of the Association. The Association may enforce such lien by judicial foreclosure in the same manner in which Mortgages on real property may be foreclosed under Utah law. In any such foreclosure, the Owner of the Lot involved shall be required to pay all costs and expenses incurred by the Association in such proceeding, including court costs and reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed.

ARTICLE IX  
RESIDENTIAL AREA COVENANTS

E 1206435 B 1928 P 992

~~E 1201910 B 1920 P 266~~

9.1 Planned Use and Building Type. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than single family dwellings not to exceed two stories in height.

9.2 Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure upon the Lot have been approved by the Eastpointe P.U.D. Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location in respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any Lot nearer to a street than the minimum buildings set back line.

9.3 Easements. For installation and maintenance of easements, easements are reserved as shown on the recorded Plat. Within the Common Areas and these easements, no structure, planting, or other materials shall be placed and permitted to remain which may damage or interfere with the installation or maintenance of said easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X  
ARCHITECTURAL CONTROL

10.1 Architectural Control Committee. The Eastpointe P.U.D. Architectural Control Committee (hereinafter referred to as the "Committee") is comprised of Mark M. Mabey, Ellis R. Ivory, and Clark D. Ivory. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of a member of the Committee, the Board of Trustees of the Association shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services to this covenant.

10.2 Procedure. This Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE XI  
GENERAL PROVISIONS

E 1206435 B 1928 P 993

~~E 1201910 B 1928 P 267~~

11.1 Term. These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive periods of 10 years each unless, prior to such automatic extension, an instrument signed by the majority of the then Owners of the Lots have been recorded agreeing to modify said covenants in whole or in part.

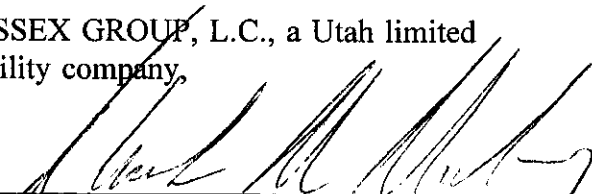
11.2 Enforcement. Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DECLARANT:

SUSSEX GROUP, L.C., a Utah limited liability company.

By

  
Mark M. Mabey  
Managing Member

~~9/26/95~~  
Jennifer A. Russell

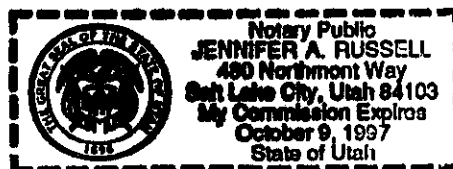


EXHIBIT "A"

E 1206435 B 1928 P 994

~~E 1201910 B 1920 P 268~~

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, IRFRED PARK SUBDIVISION AMENDED BLOCK 2, SAID POINT BEGINNING BEING 2.75 FEET SOUTH AND 1332.98 FEET EAST OF THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH  $0^{\circ}0'50''$  EAST 452.44 FEET ALONG THE WESTERLY LINE OF SAID IRFRED PARK SUBDIVISION AMENDED BLOCK 2; THENCE SOUTH  $89^{\circ}30'00''$  WEST 328.77 FEET TO A FENCE; THENCE SOUTH  $29^{\circ}50'26''$  WEST 432.89 FEET ALONG A FENCE, TO A POINT; THENCE AROUND A 80.0 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $36^{\circ}52'45''$ , AN ARC DISTANCE OF 51.49 FEET, A CHORD BEARING OF, SOUTH  $48^{\circ}16'49''$  WEST 50.61 FEET; THENCE SOUTH  $66^{\circ}43'11''$  WEST 93.22 FEET; THENCE AROUND A 120.0 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $66^{\circ}42'21''$ , AN ARC DISTANCE OF 139.71 FEET, A CHORD BEARING OF, SOUTH  $33^{\circ}22'01''$  WEST 131.95 FEET; THENCE SOUTH  $00^{\circ}00'50''$  WEST 97.43 FEET, TO A POINT ON THE NORTHERLY LINE OF NOALL AVE.; THENCE NORTH  $89^{\circ}41'05''$  EAST 40.00 FEET ALONG THE NORTHERLY LINE OF NOALL AVE., TO A POINT; THENCE NORTH  $00^{\circ}00'50''$  EAST 97.20 FEET; THENCE AROUND A 80.0 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $66^{\circ}42'21''$ , AN ARC DISTANCE OF 93.14 FEET, A CHORD BEARING OF, NORTH  $33^{\circ}22'01''$  EAST 87.97 FEET; THENCE NORTH  $66^{\circ}43'11''$  EAST 75.86 FEET, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID IRFRED PARK SUBDIVISION AMENDED BLOCK 2, THENCE NORTH  $89^{\circ}41'05''$  EAST 581.97 FEET, ALONG THE NORTHERLY LINE OF SAID IRFRED PARK SUBDIVISION AMENDED BLOCK 2 TO THE POINT OF BEGINNING.

~~06-095-0070~~  
Plm 06-095-0116.

Because of the new law as of July, please use an acknowledgement like this one below:

STATE OF UTAH,

County of *DAVIS* } ss.

E 1206435 B 1928 F 995

On the  
thousand nine hundred and

*26*  
*95*  
*MARK M MANSEY*

day of *SEPT*  
personally appeared before me

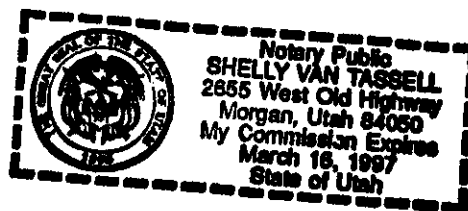
A. D. one

the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

*Shelly Van Tassell*  
Notary Public.

My commission expires

Address:



-RECORDER'S MEMO-  
LEGIBILITY BY TYPING OR PRINTING  
INSTEAD OF HANDWRITING  
WHEN RECEIVED