

WHEN RECORDED MAIL TO:

Hamlet Homes, Attn: Linda

308 East 4500 South, Suite 200

Murray, UT 84107

12-607-0203

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

12/13/2007 2:00:00 PM

FEE \$18.00 Pgs: 5

DEP eCASH REC'D FOR US TITLE COMPANY OF UTAH

Buyer Occupancy Memorandum

As a material consideration inducing the grantor under the attached deed ("Seller") to sell to the grantee ("Buyer") that certain real property in **Crofter's Cove, Lot #203** described in this Deed (the "Property"), Buyer has covenanted and represented to Seller Buyer's intent to own the Property for the Limitation Period defined below. This deed restriction is to provide constructive notice of such commitments by Buyer, and Seller's remedies upon breach of such commitments. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not be superseded by, the mortgagee protections in the Agreement.

SEE ATTACHED EXHIBIT "A" "LEGAL DESCRIPTION" MADE A PART HEREOF.

Buyer acknowledges that it is to the mutual benefit of the Buyer and Seller, and in the public interest, to provide to as many people as possible the opportunity to enjoy the benefits of home ownership, to preserve the aesthetic and peaceful neighborhood, to create and promote a stable neighborhood, and to discourage unbridled speculation in the properties. Buyer further acknowledges that Seller reserves the right, for a reasonable time after recording of this deed.

1. Ownership Covenants. Both through execution of the Agreement and acceptance of this deed, Buyer represents, warrants, acknowledges and agrees that Buyer shall hold fee title to the Property until at least **December 31, 2008**. (the "Limitation Period").

2. Exceptions to Limitations on Transfer. Notwithstanding any provision in Paragraph 1 to the contrary, certain circumstances may exist permitting a transfer of the Property during the Limitation Period:

a. Permitted Transfers. The following transfers ("Permitted Transfers") of title to any estate or interest in the Property shall not constitute a breach of the foregoing covenants (provided, however, that any such transferee, following such conveyance, shall take the interest in the Property subject to the limitations on assignment in this Deed): (i) good-faith transfer by gift, devise or inheritance to Buyer's spouse or issue for estate planning purposes; (ii) succession to title by a surviving joint tenant; (iii) court-ordered transfer of title to a spouse in a divorce or dissolution proceeding; (iv) transfer to an inter vivos trust in which Buyer is a principal beneficiary; or (v) acquisition of title through marriage.

b. Hardship Exceptions. Notwithstanding Paragraph 1 above, Seller recognizes that a Property transfer may be desirable in certain other circumstances; and Seller reserves, in its sole and absolute discretion and on a case-by-case basis, the right of consent to a Property transfer during the Limitation Period. Furthermore, Seller shall not unreasonably withhold its consent to a transfer in the following instances (each a "Hardship Situation"): (i) transfer necessitated by a Buyer's death; (ii) granting of a

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security interest securing the performance of an obligation, and which will provide for release or reconveyance upon completion of such performance; (iii) transfer in connection with significant adverse financial circumstances of Buyer arising after Buyer's purchase of the Property; (iv) transfer necessitated by a medical condition of Buyer or of another person living with Buyer for whom Buyer is the primary caretaker; (v) transfer because of temporary (more than 6 months) or permanent employment-related relocation of Buyer or Buyer's spouse to at least 60 miles from the Property location; (vi) A transfer in connection with military service; or (vii) transfer which, in Seller's sole independent judgment, constitutes a "hardship" situation consistent with the intent of this Paragraph.

3. Restrictions on Leasing. During the Limitation Period, if Buyer leases any interest in the Property:

a. No such lease may be for a lease period of less than twelve (12) consecutive months and shall be entered into in good faith and not with any intent to circumvent any of the provisions of this Agreement

b. No signs or advertising of the Property for lease may be placed in or on the Property or on or around the subdivision or project in which the Property is located.

4. Subordinate to CC&R's. Notwithstanding any provision herein to the contrary, if the subdivision or project in which the Property is situated is subject to covenants, conditions and restrictions (the "CC&R's") which limit the total number or percentage of investor-owned properties therein, the CC&R restrictions shall take priority to any contrary provisions herein

5. Automatic Termination of Deed Restriction. The covenants set forth above, and the restrictions on transfer of the Property set forth herein, shall automatically terminate and be of no further force and effect from and after the end of the Limitation Period. Any sales, transfers or conveyances made thereafter by Buyer or by Buyer's successors will not be affected in any way by this Deed Restriction.

6. Breach. If, during the Limitation Period, Buyer breaches, or causes a breach, in any provision hereof, Seller may, in addition to all other legal and equitable remedies available under law or equity, obtain from a court of competent jurisdiction appropriate injunctive relief and specific performance. Except for a Permitted Transfer or a Hardship Situation, any sale or other transfer of title to the Property prior to the expiration of the Limitation Period shall constitute a material breach of the covenants herein. In addition to, and not by way of limitation of, any other legal and equitable remedies, if Buyer during the Limitation Period sells the Property in violation of the provisions of this Addendum, Seller shall be entitled to one-half (1/2) of the amount of the sale price, less Buyer's original purchase price and less Buyer's cost of post-closing improvements to the Property, evidenced by valid receipts, invoices and evidence of payment.

7. Survival of Covenant on Transfer. Buyers obligations, and Seller's rights hereunder shall survive any transfer of the Property by Buyer.

8. Mortgagee Protection Provisions.

a. Permitted Financing. Notwithstanding anything to the contrary in this Deed Restriction or in the Agreement, Buyer may encumber the Property as security for a loan made by an institutional lender, the proceeds of which are used only to purchase the Property, improve the Property, or both.

b. Subordination. Seller hereby acknowledges and agrees that a violation of this Deed Restriction by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust in favor of an institutional lender, and that the covenants and provisions of this Deed Restriction shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender, whether recorded concurrently with or subsequent to the deed conveying the Property to Buyer,

c. Termination on Foreclosure. This Deed Restriction and the Agreement are subject and subordinate to any first or second priority deed of trust or mortgage on the Property made by or held by an institutional lender. Any party and its successors and assigns, receiving title to the Property pursuant to a judicial or nonjudicial foreclosure, or by any conveyance in lieu of such foreclosure, under a power of sale contained in such a first priority mortgage or deed of trust recorded against the Property in the Office of the Recorder of the County in which the Property is located shall take title free and clear of the provisions of this Deed Restriction and the Agreement.

d. HUD or VA Insured or Guaranteed Mortgages. If Buyer has acquired the Property by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, or guaranteed by the United States Department of Veteran's Affairs, this Deed Restriction and the Agreement, shall automatically terminate if title to the Property is transferred by foreclosure or deed in lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary or to the VA.

e. Insurance Proceeds and Condemnation Award. If the Property is damaged or destroyed, or upon condemnation, Seller shall have no claim or right to any proceeds thereof; and such proceeds shall be held and distributed in accordance with the terms of any lien on the Property, in its respective order of priority.

9. Covenants Running with the Land. The Property shall be held and conveyed subject to the terms set forth in this Deed Restriction. The covenants contained herein are intended and shall be construed as covenants and conditions running with and binding the Property and equitable servitudes upon the Property and every part thereof.

In witness whereof, Buyer has entered into this Deed Restriction as of the day and year this Deed is recorded.

BUYER:

Approved and accepted for Seller:

Matt Thorell 12-4-07
Matt Thorell Date

Jylaine Thorell 12/4/07
Jylaine Thorell Date

Hamlet Homes Corporation
Its Manager

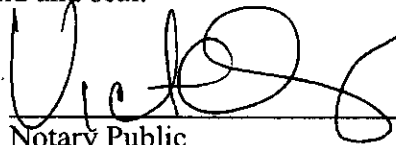
By: [Signature]

Its: _____

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 4 day of Dec, 2007, before me, the subscriber, a Notary Public of the State of Utah, personally appeared Matt & Jylaire Thorell, known to me or suitably proven, who acknowledged themselves to be the entities named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entities.

AS WITNESS my hand and seal.



Notary Public

My Commission Expires: 11/15/07

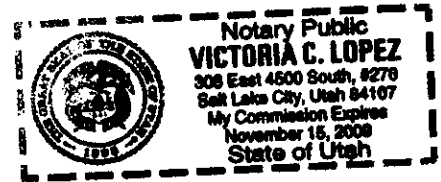


Exhibit A

All of Lot 203, Crofter's Cove Phase 2 - a Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof.

FILE NO. DV21913VL

TAX ID: 12-607-0203