

EH 1222380 BK1660 PG1458
DOUG CROFTS, WEBER COUNTY RECORDER
23-APR-93 335 PM FEE \$34.50 DEP MH
REC FOR: LINDSAY.S. CURTIS

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR
KATHY PARK SUBDIVISION

PLATTED VERIFIED
ENTERED MICROFILMED

23-114-0001 TO 0004

A. This Declaration is made this 25th day of April, 1993 by LINDSAY S. CURTIS, Trustee, and MARJORIE S. CURTIS, ("Declarants") the undersigned owners of the real property hereinafter described, to-wit:

Lots 1, 2, 3, and 4, KATHY PARK SUBDIVISION,
Weber County, State of Utah

B. Declarants have deemed it desirable for the efficient preservation of the values and amenities in the real property described above ("Properties"), to create a non-profit corporation under the Utah Non-Profit Corporation Act, to which should be delegated and assigned the powers and duties of owning, developing, diverting, storing and distributing the water supply of the KATHY PARK SUBDIVISION and collecting from said Lot Owners and disbursing the assessments and charges hereafter created, which said corporation is sometimes hereafter referred to as the "Association."

C. Declarants have caused such corporation to be formed, the members of which shall be the respective Owners of said Lots.

D. Declarants will develop and convey to the Association a water storage and distribution system, including water rights and easements in connection herewith. The well which is the source of the water is located on Lot 2 aforesaid.

E. Each Owner of said Lot shall be a member of the Association. Each of said Lots shall have one (1) vote in the Association. The common obligations shall be distributed in like percentages.

F. Declarants declare that the covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarants, their successors in interest and each Owner and his respective successors in interest; and may be enforced by any Owner and his successors in interest and by the Association.

ARTICLE I

OWNERS' PROPERTY RIGHTS

Owners' Easement of Enjoyment. Every Owner shall have a

right and easement in ingress and egress and of enjoyment in, the water and water system of the Association, which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the water system of the Association.

(b) The right of the Association to charge uniform and reasonable fees and assessments in connection with the water system of the Association.

ARTICLE II

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Membership in the Association and voting rights shall be as follows:

Section 1. Membership. Every Owner of the Lots shall be a member of the Association. Membership in the Association shall not be assignable, except to the successor in interest of the Member, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated

in any way except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will be reflected upon the books and records of the Association. A member who has sold his Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board of Directors before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board of Directors shall have the right to record the transfer upon the books of the Association. The Board of Directors shall have the right to charge a reasonable Special Assessment against any Owner and his Lot equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

Section 3. Class of Voting Membership. The Association shall have one class of voting membership respecting the Lots, as

follows:

All of the Lot Owners shall be members of the Association. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised in accordance with Section 4 below, and in no event shall more than one (1) vote be cast with respect to any Lot.

Section 4. Vote Distribution. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, ("co-owner"), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board of Directors receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is

acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of co-owners present in person or by proxy and representing such Lot cannot agree to vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, shall be deemed to be binding on all Owners, their successors and assigns.

ARTICLE III

WITHDRAWAL FROM THE ASSOCIATION

Any Owner of a Lot in good standing and paid current on fees and assessments may, upon request, withdraw from the Association upon such Owner's agreement that he will be responsible for the obtaining a separate, adequate source of water and the installation of a separate adequate water system as to such Lot, fully approved by all cognizant governmental agencies. Provided, further, however, such Owner execute and deliver to the Association a Certificate of Agreement and Release in the following form, to-wit:

"CERTIFICATE OF AGREEMENT AND RELEASE. KNOW

ALL PERSONS BY THESE PRESENTS: That the undersigned owners of Lot ____, KATHY PARK SUBDIVISION, Weber County, Utah, in consideration of not being a part of the Kathy Park Subdivision Owner's Association, do hereby certify and agree that they have caused or shall cause to be delivered a good, sufficient and adequate water supply and system for any and all needs in connection with said Lot, recognized and approved by all cognizant governmental agencies and authorities; and further we release Declarants and the Kathy Park Owners' Association, and any and all governmental authorities and agencies of and from any and all obligation and liability of any kind whatsoever in connection with said water supply, and we decline to participate or be any part of the Kathy Park Subdivision Owners' Association and/or the water and water system developed or to be developed in connection therewith.

This Certificate of Agreement and Release shall be and the same is binding on the successors and assigns of the signatories hereto.

DATED this ____ day of _____, 199__.

Owner

STATE OF UTAH)
)ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__ by _____.

NOTARY PUBLIC."

Upon such withdrawal, such Owner and Lot shall have no further right in the Association nor any further duties with respect thereto, nor shall the Association have any further obligations to such Owner and Lot.

ARTICLE IV

DUTIES AND POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

(a) maintain, operate, repair, improve and otherwise provide for its water system and all matters in connection or incidental therewith; and

(b) make all and sundry appropriate and necessary assessments to defray the costs and expenses of said water system and establish a reserve account in connection therewith.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarants, for each Lot owned by them within the Properties, hereby covenant and each Owner of the Lots, by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual common assessments for common expenses; (2) capital improvement assessments; (3) special assessments; and (4) reconstruction assessments; such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors in interest of such Owner. The Board of Directors shall establish no fewer than two (2) such separate accounts into which shall be deposited all monies paid to the Association and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. Each of the Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association and (2) a Reserve Fund for replacements and repairs

(which would not reasonably be expected to recur on an annual or less frequent basis) of the facilities to the extent necessary under the provisions of this Declaration. The Board of Directors shall not co-mingle any amounts deposited into any of the Maintenance Funds with one another.

Section 2. Purpose of Common Assessments. The assessments levied by the Association shall be for the improvements and maintenance of the water system and appurtenances as provided herein. The assessments shall also be for an adequate reserve to be used as appropriate for maintenance repairs and replacement of those elements that must be replaced on a periodic basis. However, disbursements from the Reserve Fund shall be made by the Board of Directors only for the specific purpose specified in this Article VI. Disbursements from the Operating Fund shall be made by the Board of Directors for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Properties. Nothing contained herein shall limit, preclude or

impair the establishment of additional Maintenance Funds by the Association, so long as the amounts deposited into any such fund are earmarked for specified purposes authorized by this Declaration.

Section 3. Damage to the Water System by Owners. The foregoing maintenance, repairs or replacements of the water system arising out of or caused by the wilful or negligent act of the Owner, his family, guests or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against his Lot; provided, however, that the liability of an individual Owner for such damage to the water system shall not be absolute, but shall only be that for which the Owner is legally responsible under state law.

Section 4. Basis of Maximum Common Assessment. Until January 1st of the year immediately following the conveyance of the first Lot in the Subdivision to an Owner, the maximum Common Assessment under Article VI shall be SIX HUNDRED (\$600.00) DOLLARS per year.

From and after January 1st of the year immediately following the conveyance of the first Lot in the Subdivision to an Owner, the maximum annual assessment shall be set by the Board with the approval and assent of fifty-one percent (51%) of the members.

Section 5. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement or other such addition to the water system, including fixtures and personal property related thereto; provided that any such total assessment in excess of TWO THOUSAND (\$2,000.00) DOLLARS shall have the vote or written assent of a majority of the votes of Members who are subject to such assessment, excluding the vote of Declarants.

Section 6. Notice of Quorum For Any Authorizing Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Sections 4 and 5 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notification requirement and the required quorum at the subsequent meeting shall be twenty five percent (25%) of the voting power of the Association. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI must be fixed at a uniform rate for all Lots within the Properties; provided, however, that the Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to wilful or negligent acts of said Owners, their guests or agents. All Common Assessments shall be collected on a regular basis by the Board of Directors, at such frequency as the Board shall determine.

Section 8. Date of Commencement of Common Assessments; Due Date. The annual Common Assessments provided for herein with the Properties shall commence as to all Lots on the first day of the month following the conveyance of the water system to the Association. The first annual Common Assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual Common Assessment against each Lot at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each calendar year, including deposits in and withdrawals from the Reserve Fund and the Operating Fund, and shall cause to be distributed a copy of each such statement to each Member, and to each first mortgagee who has filed a written request for copies of the same with the Board of Directors. At least sixty (60) days prior to the beginning of each calendar year, the Board of Directors shall prepare and

distribute to the Membership of the Association, a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into the Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective Maintenance Fund).

Each annual Common Assessment shall constitute an aggregate of separate assessments for each of the maintenance Funds reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Reserve Fund, the Operating Fund and any other maintenance fund established by the Association. If the estimated sums prove inadequate for any reason, including non-payment of any Owner's annual Common Assessment, the Board may, at any time, levy supplemental Common Assessments subject to provisions of Section 4 of this Article, for any of the Maintenance Funds which shall be assessed equally against the Owner of each Lot in the Properties.

Each annual Common Assessment may be paid by the Owner to the Association in one check or payment or in separate checks, as payments attributable to deposits into specified maintenance funds. In the event that any installment of a Common Assessment

payment is less than the amount assessed and the payment does not specify the maintenance fund or funds into which it should be deposited, the receipt by the Association from that Owner shall be credited in order of priority, first to the Operating Fund, until that portion of the Common Assessment has been satisfied and second, to the Reserve Fund.

At the end of any calendar year of the Association, the Owners may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments. Notwithstanding anything contained in the Articles to the contrary, if prior to dissolution of the Association, the Association has not obtained tax exempt status from both the Federal and State governments, then upon such dissolution of the Association, any amounts remaining in the Reserve Fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual, respective contributions.

ARTICLE VI

EFFECT OF NON-PAYMENT OF ASSESSMENTS;REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of The Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board of Directors to pay a late charge of FIFTEEN (\$15.00) DOLLARS or ten percent (10%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner, personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the water system or abandonment of his Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board shall mail an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a

copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current calendar year and sale of his Lot. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance payable without further demand and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Assessment is deposited in the United States mail, certified or

registered, postage prepaid, to the Owner of the Lot and a copy thereof has been recorded by the Association in the office of the County Recorder in which the Properties are located; said Notice of Assessment must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at eighteen percent (18%) per annum plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien) and the name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association and said lien shall be prior to any Declaration of Homestead recorded after the date on which this Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure sale. Any such sale provided for above may be conducted by the Board of Directors, its attorneys or other persons authorized by the Board in accordance with the provisions of the Utah Code Annotated, 1953 as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold,

lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Assessment was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed SEVENTY FIVE (\$75.00) DOLLARS to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed FIFTEEN (\$15.00) DOLLARS.

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The

lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over mortgages) made in good faith and for value, and recorded prior to the date on which the assessment came due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or deed in lieu thereof, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

INSURANCE

The Board of Directors shall obtain such policies of insurance as in its discretion shall be necessary and appropriate for the protection of the water system and the Board of Directors, its agents and employees.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. This Declaration and the Articles of Incorporation may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, by the Association or the successor in interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(a) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona fide first mortgage or Deed of Trust made in good faith and for value on any residential lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a Trustee's Sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, perpetually, unless otherwise provided by an appropriate amendment.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose for the development and operation of its water system.

The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments. Except as provided herein, this Declaration may be amended only by the affirmative vote or written consent of the Owners holding a majority of the voting power of the Association. Notwithstanding the foregoing, prior to the sale of the first Lot in the Properties, Declarants shall have the right to terminate or modify this Declaration by recordation of a supplement hereto, setting forth such termination or modification in accordance with the laws of the State of Utah and subject to Article XV, Section 6 of this Declaration. For purposes of this Declaration, the sale shall be deemed to be the date upon which a Deed conveying a Lot is recorded in the office of the Weber County Recorder.

Provided, further however, this Declaration shall not be amended in such a manner that the rights of any first mortgagee will be adversely affected.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.


Section 8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered as provided either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice or to the residence of such person if no address has been given to the

Association. Such address may be changed, from time to time, by notice in writing to the Association.

Section 9. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarants or their agents or employees in connection with the Properties or any portion of the Properties, or any improvements thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulations thereof as a planned development, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarants from time to time with the appropriate governmental authorization or authorities.

IN WITNESS WHEREOF, Declarants have executed this Declaration on the day and year first above written.


LINDSAY S. CURTIS, Trustee


MARJORIE S. CURTIS BY
LINDSAY S. CURTIS, HER
ATTORNEY-IN-FACT

STATE OF UTAH)
) :ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this
21st day of April, 1993 by LINDSAY S. CURTIS, Trustee and
LINDSAY S. CURTIS, ATTORNEY-IN-FACT FOR MARJORIE S. CURTIS,
Declarants.

Lisa K Scadden
NOTARY PUBLIC

