

125647

WHEN RECORDED, PLEASE RETURN TO:

Gretta C. Spendlove, Esq.
Parry Murray & Ward
1270 Eagle Gate Tower
Salt Lake City, Utah 84111

**DECLARATION
OF
COVENANTS AND RESTRICTIONS**

THIS DECLARATION (this "Declaration") is executed as of the 10th day of July, 1996, by the undersigned.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agrees as follows:

1. **Definitions.** As used in this Declaration, each of the following terms shall have the indicated meaning:

1.1 **"Hebertson Parcel"** means the real property located in Wayne County, Utah, and described on Exhibit "A" attached hereto (the Hebertson Parcel is owned by Joan K. Hebertson).

1.2 **"Hunt Parcel"** means the real property located in Wayne County, Utah, and described on Exhibit "B" hereto (the Hunt Parcel is owned by Terry W. Hunt and Beth P. Hunt).

1.3 **"Official records"** means the official records of the Wayne County Recorder, State of Utah.

1.4 **"Owner"** means the person that at the time concerned is the legal owner of record (in the official records) of a whole or undivided fee interest in any portion of any Parcel. If there is more than one Owner of a Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

2. **Restriction on Improvements.** For fifty (50) years from and after the date of this Declaration, no structure or improvement shall be placed on

the Hebertson Parcel. This restriction shall not, however, affect the ability of any Owner or lessee of the Parcel to landscape such Hebertson Parcel, or to place fence(s) upon such Parcel.

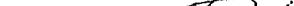
3. Right to Enforce. The restrictions herein set forth shall run with the land and bind the Owners, their heirs, successors and assigns, until the expiration of the fifty (50) years referred to in Paragraph 2, at which date they shall terminate and end. This Declaration is made for the sole benefit of the Owners of the Hunt Parcel, their heirs, successors, and assigns and no other entity shall have the right to enforce these restrictions. No restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, her, or their seisin of or title to said land. The Owner or owners of the Hunt Parcel shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages.

4. Modification. This Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Parcel unless such Mortgagee consents to the same in writing.

5. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, each Owner and the successors and assigns of each Owner. Whenever possible, each provisions of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions or the remaining provisions of this Declaration.

THE UNDERSIGNED have executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

By: Terry W. Hunt
Terry W. Hunt

By: 
Beth P. Hunt

By: Joan K. Hebertson
Joan K. Hebertson

simmons\c&r.dec

STATE OF UTAH }
COUNTY OF SALT LAKE)
) ss

On the 15th day of July, 1996, personally appeared before me Terry W. Hunt who acknowledged to me that he executed the same.



Linda S. Ogden
NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF SALT LAKE) ss
)

On the _____ day of July, 1996, personally appeared before me Beth P. Hunt who acknowledged to me that she executed the same.

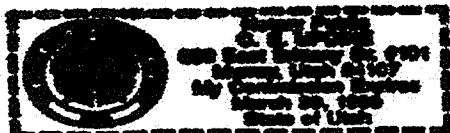
[S E A L]

NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF SALT LAKE) ss
)

On the 10th day of July, 1996, personally appeared before me Joan K. Hebertson who acknowledged to me that she executed the same.

[S E A L]



C E Updike
NOTARY PUBLIC

EXHIBIT A

HEBERTSON PROPERTY

LEGAL DESCRIPTION

Parcel 1: Beginning at the Southwest Corner of the Southeast Quarter of Section 11, Township 29 South, Range 4 East, Salt Lake Base and Meridian, and running thence West 170 feet; thence North 436 feet; thence East 500 feet; thence South 436 feet; thence West 330 feet to the point of beginning.

Parcel 2: TOGETHER WITH a non-exclusive easement and right-of-way for rights of ingress, egress, and utilities, over and across the existing roadway, beginning at the intersection of said existing roadway and Utah State Highway 24, being approximately 90 feet East and 240 feet North of the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 11, Township 29 South, Range 4 East, Salt Lake Base and Meridian, and running in a Southerly direction to the South line of said Section 11.

SUBJECT, to easements, rights-of-way, and restrictions of records, or enforceable in law and equity.

EXHIBIT B

PLAINTIFFS' PROPERTY

LEGAL DESCRIPTION

Beginning at the North East Corner of the North West Quarter of Section 14, Township 29, Range 4 East, SLM. Thence South 400 ft., South Westerly 1200 ft. along the North side of the old river channel, Thence North 500 ft., Thence East 1200 ft., to Place of Beginning, containing 12.38 acres, more or less.