

PARTY WALL DECLARATION

That portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall; the owners of the wall on each half of said wall shall have an easement of support in the other one half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations.

- 1. Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.
- 2. Should said party wall be damaged or destroyed by any cause other than the act of negligence of the other party, the same shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged. At the joint expense of both parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.
- 3. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the rights to use as a party wall and join the same by paying the other party one-half of the cost of such wall as he shall use, it being understood that any such extension shall at all times be a party wall.
- 4. The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

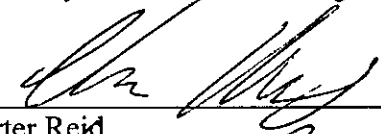
Said Party Wall Declaration shall affect the following described tracts of land, described as:

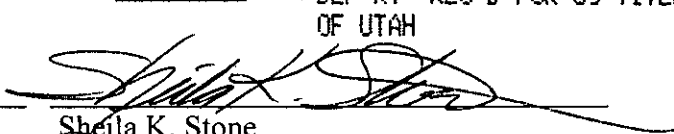
All of Lots 22, 23, 24, and 25 Commonwealth Square Subdivision, Sunset City, Davis County, Utah, according to the official plat thereof.

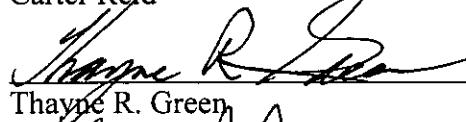
13-067-0022, 13-067-0023, 13-067-0024, 13-067-0025

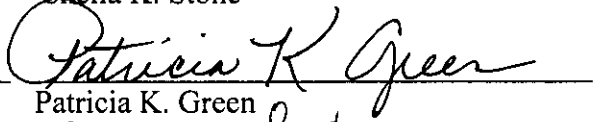
E 2081694 B 3811 P 719-723
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 06/17/2005 03:17 PM
 FEE \$21.00 Pgs: 5
 REPORT REC'D FOR US TITLE COMPANY
 OF UTAH

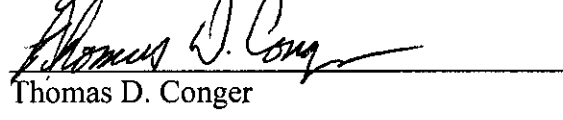
This Party Wall Declaration is agreed to and dated this _____ June,

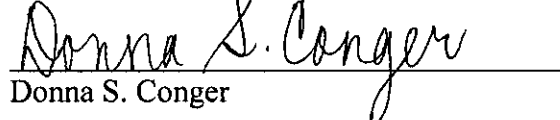

Carter Reid


Sheila K. Stone


Thayne R. Green


Patricia K. Green


Thomas D. Conger


Donna S. Conger

State of Utah)

ss.

County of Weber)

On _____ day of June, 2005, personally appeared before me Carter Reid, Sheila K. Stone, Thayne R. Green, Patricia K. Green, Thomas D. Conger and Donna S. Conger the signers of the foregoing document who duly acknowledged to me that they executed the same.

Please see attached
NOTARY PUBLIC

My Commission Expires: _____
Residing At: _____

STATE OF Utah }
COUNTY OF Weber }

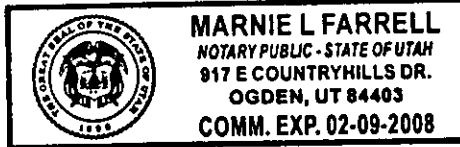
BK 3811 PG 720

SS :

On the 7th day of June , 2005, personally appeared before me Thayne R. Green and Patricia K. Green, the signers of the foregoing instrument who duly acknowledged to me that he/she executed the same.

Marnie L Farrell
Notary Public

Residing at: Weber County, Utah
My commission expires: 2/9/08

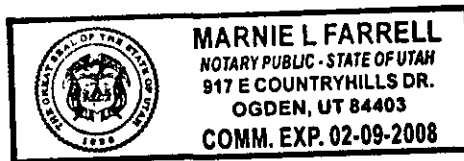


STATE OF Utah }
COUNTY OF Weber } SS :

BK 3811 PG 721

On the 8th day of June, 2005, personally appeared before me Thomas D. Conger and Donna S. Conger, the signers of the foregoing instrument who duly acknowledged to me that he/she executed the same.

Marnie L Farrell
Notary Public



Residing at: Weber County, Utah
My commission expires: 2/9/08

STATE OF Utah }

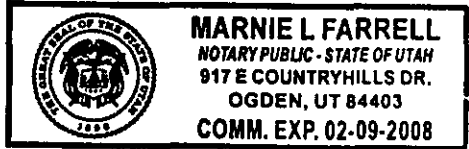
BK 3811 PG 722

COUNTY OF Weber }
SS :

On the 13th day of June, 2005, personally appeared before me Sheila K. Stone, the signers of the foregoing instrument who duly acknowledged to me that he/she executed the same.

Marnie L Farrell
Notary Public

Residing at: Weber County, Utah
My commission expires: 2/9/08



STATE OF Utah }

BK 3811 PG 723

COUNTY OF Weber }
SS :

On the 16th day of June, 2005, personally appeared before me Carter Reid, the signers of the foregoing instrument who duly acknowledged to me that he/she executed the same.

Marnie L Farrell
Notary Public

Residing at: Weber County, Utah
My commission expires: 2/9/08

