



W2789230

After recording, return to:

J. Scott Buehler, Esq.
Smith Knowles, PC
2225 Washington Blvd., Suite 200
Ogden, UT 84401

E# 2789230 PG 1 OF 12
Leann H. Kilts, WEBER COUNTY RECORDER
20-Apr-16 1200 PM FEE \$33.00 DEP TN
REC FOR: FIRST AMERICAN - FASHION POINTE
ELECTRONICALLY RECORDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and entered into as of this 13 day of APRIL, 2016, by and between ADELHEID E. POSNIEN ("**Posnien**") and PROSHIELD INSURANCE GROUP, LLC, a Utah limited liability company ("**Proshield**") with respect to the following:

RECITALS

15. A. Posnien is the owner of those certain parcels of real property located in Weber County, State of Utah, designated by Weber County Land Tax Records as Parcel No. 24-011-0010 ("**Parcel One**") and as Parcel No. 24-011-0035 ("**Parcel Two**") and more particularly described on Exhibits "**A**" and "**B**" attached hereto and incorporated herein by reference. Parcel One and Parcel Two (and the partial parcels defined below) may hereafter be referred to individually as "**Parcel**" or collectively as the "**Parcels**".

B. Posnien intends to sell the northern portion of Parcel Two ("**Parcel Two North**") to Proshield pursuant to that certain Real Estate Purchase Agreement dated February 23, 2016 (the "**Purchase Agreement**") for the development on or near Parcel Two North of a residence. Parcel Two North is more particularly described on Exhibit "**C**" attached hereto and incorporated herein by reference.

C. As the owner of Parcel One and the southern portion of Parcel Two ("**Parcel Two South**"), Posnien will continue to have an interest in the orderly development and use of Parcel Two North and would not sell Parcel Two North to Proshield without the imposition of the covenants, conditions and restrictions set forth in this Declaration. Parcel Two South is more particularly described on Exhibit "**D**" attached hereto and incorporated herein by reference.

D. Posnien desires to restrict the development and use of Parcel Two North for the benefit of Parcel One and Parcel Two South all on the terms and conditions set forth below.

NOW, THEREFORE, Posnien and Proshield agree that the Parcels shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration which shall run with the Parcels and be binding on all parties having any right, title or interest in the Parcels or any part thereof, their successors and assigns, and which shall inure to the benefit of the same.



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After recording, return to:

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E# 2789230 PG 1 OF 12
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REC FOR: FIRST AMERICAN - FASHION POINTE
ELECTRONICALLY RECORDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into as of this 13 day of APRIL, 2016, by and between ADELHEID E. POSNIEN ("Posnien") and PROSHIELD INSURANCE GROUP, LLC, a Utah limited liability company ("Proshield") with respect to the following:

RECITALS

24-011-0047, 24-011-0048
CU

A. Posnien is the owner of those certain parcels of real property located in Weber County, State of Utah, designated by Weber County Land Tax Records as Parcel No. 24-011-0010 ("Parcel One") and as Parcel No. 24-011-0035 ("Parcel Two") and more particularly described on Exhibits "A" and "B" attached hereto and incorporated herein by reference. Parcel One and Parcel Two (and the partial parcels defined below) may hereafter be referred to individually as "Parcel" or collectively as the "Parcels".

B. Posnien intends to sell the northern portion of Parcel Two ("Parcel Two North") to Proshield pursuant to that certain Real Estate Purchase Agreement dated February 23, 2016 (the "Purchase Agreement") for the development on or near Parcel Two North of a residence. Parcel Two North is more particularly described on Exhibit "C" attached hereto and incorporated herein by reference.

C. As the owner of Parcel One and the southern portion of Parcel Two ("Parcel Two South"), Posnien will continue to have an interest in the orderly development and use of Parcel Two North and would not sell Parcel Two North to Proshield without the imposition of the covenants, conditions and restrictions set forth in this Declaration. Parcel Two South is more particularly described on Exhibit "D" attached hereto and incorporated herein by reference.

D. Posnien desires to restrict the development and use of Parcel Two North for the benefit of Parcel One and Parcel Two South all on the terms and conditions set forth below.

NOW, THEREFORE, Posnien and Proshield agree that the Parcels shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration which shall run with the Parcels and be binding on all parties having any right, title or interest in the Parcels or any part thereof, their successors and assigns, and which shall inure to the benefit of the same.

1. RESTRICTION ON DEVELOPMENT

Parcel Two North shall be developed in such a manner that no improvements or any portion of a building envelope, including any and all extensions thereof, shall be located in the most southerly twenty (20) feet of Parcel Two North. Although landscaping shall be permitted in the most southerly twenty (20) feet of Parcel Two North, no landscaping shall encroach upon, over or above Parcel Two South.

2. COVENANTS AND RECORDATION

The covenants, conditions and restrictions contained in this Declaration shall be perpetual and shall be binding upon and shall inure to the benefit of the parties having any right, title or interest to the Parcels. All of the provisions of this Declaration shall be covenants running with the land and equitable servitudes pursuant to applicable law. This Declaration shall become effective and binding upon recordation of this Declaration in the Records of the Weber County Recorder.

3. ENFORCEMENT

The parties shall have the right to enforce, by proceedings at law or in equity, all of the terms, provisions, covenants, conditions and restrictions of this Declaration, including the right to prevent the violation of any of the same and the right to recover damages or other amounts for such violation. Failure by the parties to enforce any term, provision, covenant, condition or restriction of this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or of any other term, provision, covenant, condition or restriction herein contained.

4. MISCELLANEOUS

(a) Termination and Modification. This Declaration may be terminated or modified only by an instrument signed by Posnien and Proshield, their respective successors or assigns, and recorded in the Records of the Weber County Recorder.

(b) Not a Public Dedication. Nothing herein contained shall be deemed a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Declaration shall be strictly limited to and for the purposes herein expressed.

(c) Severability. If any term, provision, covenant, condition or restriction of this Declaration, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, conditions and restrictions of this Declaration and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

1. RESTRICTION ON DEVELOPMENT

Parcel Two North shall be developed in such a manner that no improvements or any portion of a building envelope, including any and all extensions thereof, shall be located in the most southerly twenty (20) feet of Parcel Two North. Although landscaping shall be permitted in the most southerly twenty (20) feet of Parcel Two North, no landscaping shall encroach upon, over or above Parcel Two South.

2. COVENANTS AND RECORDATION

The covenants, conditions and restrictions contained in this Declaration shall be perpetual and shall be binding upon and shall inure to the benefit of the parties having any right, title or interest to the Parcels. All of the provisions of this Declaration shall be covenants running with the land and equitable servitudes pursuant to applicable law. This Declaration shall become effective and binding upon recordation of this Declaration in the Records of the Weber County Recorder.

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(d) Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, provisions, covenants, conditions or restrictions contained herein.

(e) Interpretation. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

(f) Governing Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Declaration.

(g) Attorneys' Fees and Costs. In the event any action or proceeding shall be instituted in connection with this Declaration, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment.

(h) Rights of Successors and Assigns. The covenants, conditions, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes upon the Parcels, and shall run with the land. This Declaration shall bind and inure to the benefit of Posnien and all parties having any right, title or interest in the Parcels and their respective successors and assigns.

(i) Breach. No breach of this Declaration shall entitle any party to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Declaration.

(j) Mortgagee Protection Provision. The breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Parcels that is made in good faith and for value; provided, however, that all of the covenants, conditions and restrictions contained herein shall be binding upon and effective against the owner of a Parcel whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding.

(k) Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed an original and both of which together shall be deemed to constitute one and the same instrument and shall be effective upon execution of any one (1) or more of such counterparts by each of the parties hereto and delivery of one (1) or more of such counterparts to the other party.

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(k) Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed an original and both of which together shall be deemed to constitute one and the same instrument and shall be effective upon execution of any one (1) or more of such counterparts by each of the parties hereto and delivery of one (1) or more of such counterparts to the other party.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

Adelheid E. Posnien

Adelheid E. Posnien

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 13 day of APRIL, 2016, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, ADELHEID E. POSNIEN, signer of the foregoing instrument, who is known to me and who acknowledged to me that she signed said document freely and voluntarily. WITNESS my hand and official seal.



Notary Public
SUSAN HEINER
Commission #679690
Commission Expires
October 28, 2018
State of Utah

[Signature]

NOTARY PUBLIC

PROSHIELD INSURANCE GROUP, LLC,
a Utah limited liability company

By: [Signature]

Its: Manager

John Falls

(print name)

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On this 19 day of APRIL, 2016, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, John Falls,

(title) of PROSHIELD INSURANCE GROUP, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Notary Public
SUSAN HEINER
Commission #679690
Commission Expires
October 28, 2018
State of Utah

[Signature]

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

Adelheid E. Posnien
Adelheid E. Posnien

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 13 day of April, 2016, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, ADELHEID E. POSNIEN, signer of the foregoing instrument, who is known to me and who acknowledged to me that she signed said document freely and voluntarily. WITNESS my hand and official seal.



Notary Public
SUSAN HEINER
Commission #879690
My Commission Expires
October 28, 2018
State of Utah

[Signature]
NOTARY PUBLIC

PROSHIELD INSURANCE GROUP, LLC,
a Utah limited liability company

By: [Signature]
Its: John Falls
(print name)

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

On this 19 day of April, 2016, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, John Falls,
(title) of PROSHIELD INSURANCE GROUP, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Notary Public
SUSAN HEINER
Commission #879690
My Commission Expires
October 28, 2018
State of Utah

[Signature]
NOTARY PUBLIC

Fee to be paid for subdivision/adjustment/consolidation review by Huntsville Town Planning Commission.
 Fee set by Resolution 02-09-5. \$100.00 plus \$10.00 for each lot contained in the subdivision plat.

NOTICE OF APPROVAL

HUNTSVILLE TOWN, WEBER COUNTY, UTAH

Whereas, The () Minor Subdivision,
 (☒) Parcel Line Adjustment,
 () Consolidation of Parcels,

complies with the allowed exemptions enumerated in Utah Code 10-9a-103 and applicable Huntsville Town Title 15 Land Use Ordinance.

Whereas, the following land owner(s) have applied for, and complied with, the applicable State laws and Huntsville Town Land Use Ordinances relating to the approval of the above noted action;

dividing a lot between the two adjacent
owners John Falls and Adelheid Posnien

Whereas, In accordance with Utah Code 10-9a-605 the authorized agent of Huntsville Town does hereby sign and acknowledge this Notice of Approval in accordance with the provision of Title 57, Chapter 2a, Recognition of Acknowledgements Act;

Now Therefore, as the authorized agent of Huntsville Town, I, Ronald Gault,
 Chairman of the Huntsville Town Planning Commission, do hereby approve the action as noted and set forth therein;

Ronald L. Gault

Ron Gault, Planning Commission Chairman



Attest:

Gail Ahlstrom

Gail Ahlstrom, Clerk/Recorder

12-3-15

Fee to be paid for subdivision/adjustment/consolidation review by Huntsville Town Planning Commission.
 Fee set by Resolution 02-09-5. \$100.00 plus \$10.00 for each lot contained in the subdivision plat.

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dividing a lot between the two adjacent
owners John Falls and Adelheid Posnien

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Now Therefore, as the authorized agent of Huntsville Town, I, Ronald Gault,
 Chairman of the Huntsville Town Planning Commission, do hereby approve the action as noted and set forth therein;

Ronald L. Gault

Ron Gault, Planning Commission Chairman



Attest:

Gail Ahlstrom
 Gail Ahlstrom, Clerk/Recorder

12-3-15

EXHIBIT "A"

Parcel One – Legal Description

All of Lot 2, Block 9, Plat A, HUNTSVILLE SURVEY, WEBER COUNTY, UTAH. Except any part thereof lying within the boundaries of that certain description awarded by decree to the Weber Basin Water Conservancy District as shown of record in Book 719, Page 514.

Land Tax Serial No. 24-011-0010



EXHIBIT "A"

Parcel One – Legal Description

All of Lot 2, Block 9, Plat A, HUNTSVILLE SURVEY, WEBER COUNTY, UTAH. Except any part thereof lying within the boundaries of that certain description awarded by decree to the Weber Basin Water Conservancy District as shown of record in Book 719, Page 514.

Land Tax Serial No. 24-011-0010

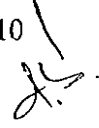


EXHIBIT "B"

Parcel Two – Legal Description

All of Lot 3, Block 9, Plat A, HUNTSVILLE SURVEY, WEBER COUNTY,
UTAH.

Land Tax Serial No. 24-011-0035

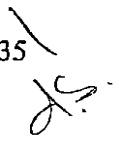


EXHIBIT "B"

Parcel Two – Legal Description

All of Lot 3, Block 9, Plat A, HUNTSVILLE SURVEY, WEBER COUNTY,
UTAH.

Land Tax Serial No. 24-011-0035

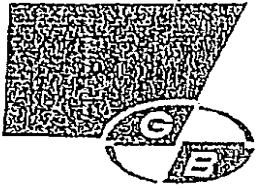
JS.

EXHIBIT "C"

Parcel Two North – Legal Description

EXHIBIT "C"

Parcel Two North -- Legal Description



GREAT BASIN
ENGINEERING

EXHIBIT "C"

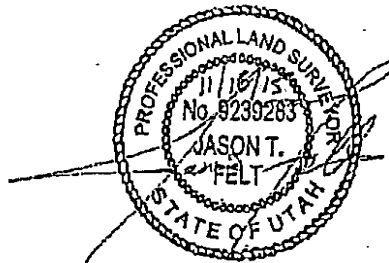
November 16, 2015

Posnien to Falls

A Part of Lot 3, Block 9, Plat 'A', Huntsville Survey, Huntsville City, Weber County, Utah, being more particularly described as follows:

Beginning at a point on the West line of said Lot 3, being on the East line of 7300 East Street, and being 386.36 feet South $1^{\circ}25'00''$ East along the centerline of said 7300 East Street and 49.50 feet North $88^{\circ}35'00''$ East feet from the Brass Cap Monument at the intersection of 300 South Street and said 7300 East Street, and running thence North $1^{\circ}25'00''$ West 72.07 feet to the Northwest corner of said Lot 3, being the Southwest corner of Lot 4, said Block 9, Plat 'A', Huntsville Survey; thence North $88^{\circ}39'59''$ East 247.02 feet along the North line of said Lot 3, being the South line of said Lot 4 to the Northeast corner of said Lot 3, being the Southeast corner of said Lot 4; thence South $1^{\circ}21'50''$ East 71.94 feet along the East line of said Lot 3; thence South $88^{\circ}38'10''$ West 246.96 feet to the point of beginning.

Contains: 17,784 sq.ft.



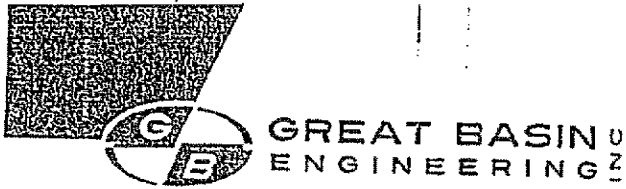


EXHIBIT "C"

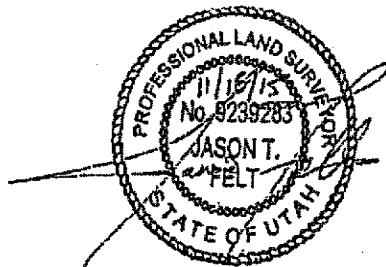
November 16, 2015

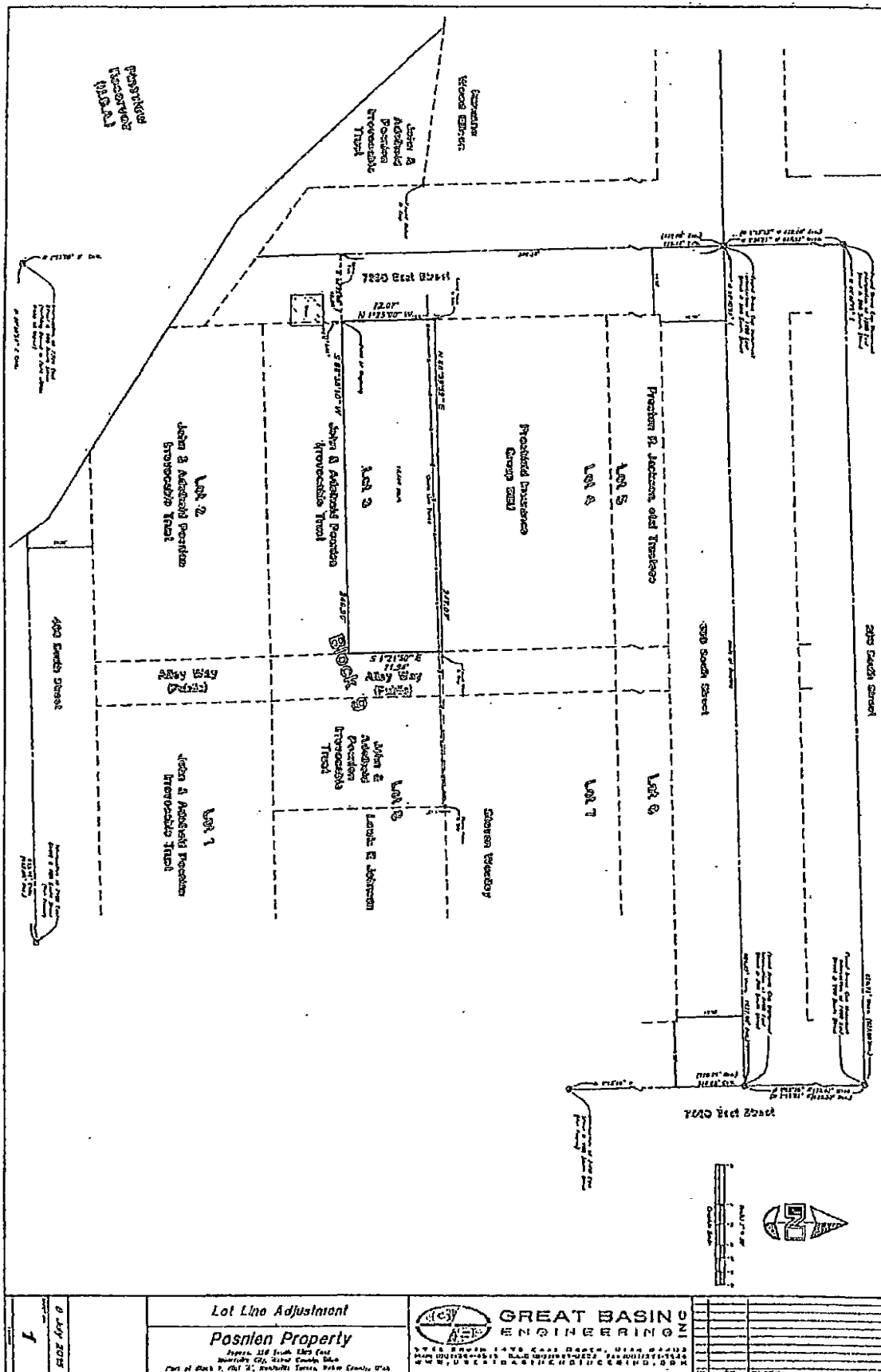
Posnien to Falls

A Part of Lot 3, Block 9, Plat 'A', Huntsville Survey, Huntsville City, Weber County, Utah, being more particularly described as follows:

Beginning at a point on the West line of said Lot 3, being on the East line of 7300 East Street, and being 386.36 feet South 1°25'00" East along the centerline of said 7300 East Street and 49.50 feet North 88°35'00" East feet from the Brass Cap Monument at the intersection of 300 South Street and said 7300 East Street, and running thence North 1°25'00" West 72.07 feet to the Northwest corner of said Lot 3, being the Southwest corner of Lot 4, said Block 9, Plat 'A', Huntsville Survey; thence North 88°39'59" East 247.02 feet along the North line of said Lot 3, being the South line of said Lot 4 to the Northeast corner of said Lot 3, being the Southeast corner of said Lot 4; thence South 1°21'50" East 71.94 feet along the East line of said Lot 3; thence South 88°38'10" West 246.96 feet to the point of beginning.

Contains: 17,784 sq.ft.





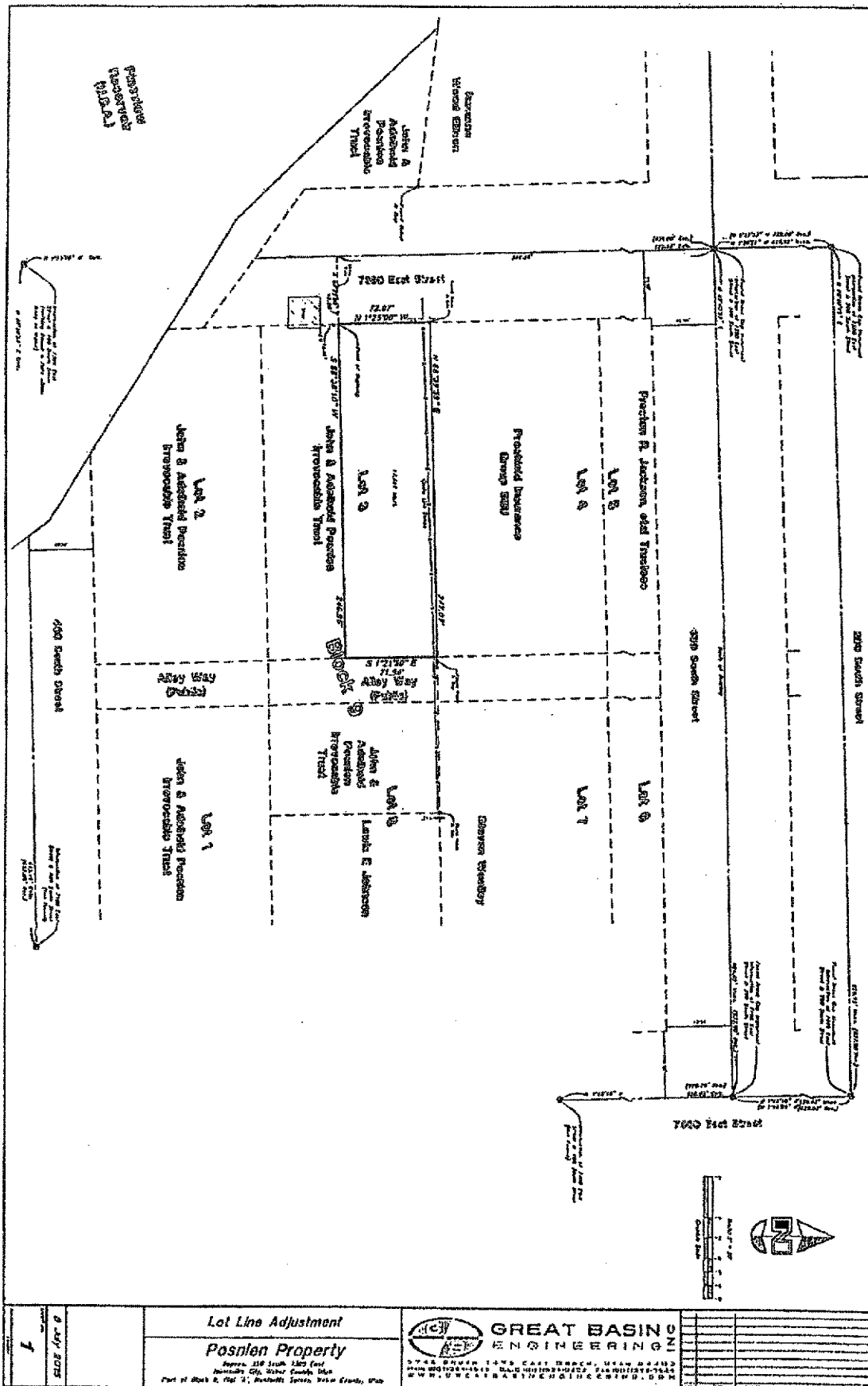


EXHIBIT "D"

Parcel Two South – Legal Description

EXHIBIT "D"

Parcel Two South – Legal Description



March 23, 2016

Lot 3 Remainder with Posnien

A Part of Lot 3, Block 9, Plat 'A', Huntsville Survey, Huntsville City, Weber County, Utah, being more particularly described as follows:

Beginning at a point on the West line of said Lot 3, being on the East line of 7300 East Street, and being 386.36 feet South $1^{\circ}25'00''$ East along the centerline of said 7300 East Street and 49.50 feet North $88^{\circ}35'00''$ East feet from the Brass Cap Monument at the intersection of 300 South Street and said 7300 East Street, and running thence North $88^{\circ}38'10''$ East 246.96 feet to the East line of said Lot 3; thence South $1^{\circ}21'50''$ East 60.38 feet along said East line of Lot 3 to the Southeast corner thereof being the Northeast corner of Lot 2 said Block 9, Plat 'A'; Huntsville City Survey; thence South $88^{\circ}39'30''$ West 246.90 feet along the South line of said Lot 3, being the North line of Lot 2 to the Southwest corner of said Lot 3, being the Northwest corner of said Lot 2, and being the East line of 7300 East Street, thence North $1^{\circ}25'00''$ West 60.29 feet along the West line of said Lot 3, being the East line of 7300 East Street to the point of beginning.

Contains: 14,898 sq.ft. or 0.342 acres



GREAT BASIN
ENGINEERING

E# 2789230 PG 12 OF 12

March 23, 2016

Lot 3 Remainder with Posnien

A Part of Lot 3, Block 9, Plat 'A', Huntsville Survey, Huntsville City, Weber County, Utah, being more particularly described as follows:

Beginning at a point on the West line of said Lot 3, being on the East line of 7300 East Street, and being 386.36 feet South 1°25'00" East along the centerline of said 7300 East Street and 49.50 feet North 88°35'00" East feet from the Brass Cap Monument at the intersection of 300 South Street and said 7300 East Street, and running thence North 88°38'10" East 246.96 feet to the East line of said Lot 3; thence South 1°21'50" East 60.38 feet along said East line of Lot 3 to the Southeast corner thereof being the Northeast corner of Lot 2 said Block 9, Plat 'A'; Huntsville City Survey; thence South 88°39'30" West 246.90 feet along the South line of said Lot 3, being the North line of Lot 2 to the Southwest corner of said Lot 3, being the Northwest corner of said Lot 2, and being the East line of 7300 East Street, thence North 1°25'00" West 60.29 feet along the West line of said Lot 3, being the East line of 7300 East Street to the point of beginning.

Contains: 14,898 sq.ft. or 0.342 acres