

When Recorded Please Return To:
A.J. Green
RAY QUINNEY & NEBEKER
36 South State Street, #1400
Salt Lake City, Utah 84111

NSL 2019-04A

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), dated as of the 16th day of October, 2018, is executed and recorded by Grnobl, L.C., a Utah limited liability company, SEC 062, LLC, a Utah limited liability company, and Ducomi, LLC, a Utah limited liability company (collectively "Declarant").

01-502-0001 thru 0005 RECITALS

WHEREAS, Declarant is the fee simple owner of Lots 1 through 4 and the appurtenant Private Roadway known as 750 West ("Roadway") of the G&G Subdivision located in North Salt Lake City, Utah (the "Subdivision"), which Subdivision and Roadway are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant has recorded a certain subdivision plat (the "Plat") with respect to the Subdivision with the Davis County Recorder's Office; and

WHEREAS, Declarant desires to establish certain covenants, conditions and restrictions for and against the Subdivision to both burden and benefit the Subdivision, subject to the terms, covenants and conditions of this Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby declares, for and on behalf of itself and all subsequent owners of the Subdivision, that the Subdivision (and each Lot therein) shall be conveyed, acquired, held, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for the preservation, protection and enhancement of the Subdivision, and to maintain the Subdivision's value, desirability and attractiveness:

1. **Covenants, Conditions, Restrictions and Easements.**

a. Each fee simple Lot owner shall, at such owner's sole expense, install and/or maintain appropriate landscaping on such owner's Lot including, without limitation, regularly cut and trimmed lawns or equivalent landscaping, and shall also maintain any landscaping previously installed by a Declarant on such owner's Lot; and

b. The Roadway shall be maintained in accordance with the terms and conditions of that certain Declaration of Roadway Easement and Maintenance Agreement recorded simultaneously herewith; and

2. Enforcement. Each fee simple Lot owner shall have the right to enforce, by any proceeding in law or in equity, all of the covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration. Without limiting the scope or nature of any other remedy that may be sought, a Lot owner who violates any of the covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration shall be subject to a fine of \$50.00 per day and per other Lot owner for each such violation from the date the owner first receives written notice of the violation. The other Lot owners shall be permitted to record a Notice of Lien against the violating Lot owner's Lot to enforce such fines. Failure to enforce any particular covenant, condition, restriction or easement shall in no event be deemed a waiver of the right to do so at a later date.

3. Indemnification. Each fee simple owner shall indemnify and hold the other fee simple owners from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the breach by such fee simple owner of any of the covenants, conditions, restrictions or easements now or hereafter imposed by the provisions of this Declaration.

4. Amendment or Modification. This Declaration may be amended or modified from time to time only by a recorded document executed by all of the fee simple owners, lessees, and holders of recorded mortgages or deeds of trust which then encumber the fee or lease estate of all of the Lots in the Subdivision. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

5. Covenants Run with the Land. All of the provisions, rights, powers, obligations, covenants, conditions, restrictions and easements contained in this Declaration shall be binding upon and inure to the benefit of the fee simple Lot owners in the Subdivision, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, rights, powers, obligations, covenants, conditions, restrictions and easements contained in this Declaration shall be covenants running with the Lots in the Subdivision, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

6. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Davis County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Declaration.

8. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

9. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

DECLARANT:

GRNOBL, L.C., a
Utah limited liability company


Mark J. Green, Manager

SEC 062, LLC, a
Utah limited liability company

By: James L. Gramoll
Name: James L. Gramoll
Title: Manager

DUCOMI, LLC, a
Utah limited liability company


Dustin Gramoll, Manager

STATE OF UTAH)
: ss
COUNTY OF Davis)

On this 16 day of Oct, 2018, personally appeared before me Mark J. Green, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of Grnobl, L.C., a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public



STATE OF UTAH)
: ss
COUNTY OF Davis)

On this 16 day of Oct, 2018, personally appeared before me James C. Gramoll, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of SEC 062, LLC, a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public



STATE OF UTAH)
: ss
COUNTY OF Davis)

On this 16 day of Oct, 2018, personally appeared before me Dustin Gramoll, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of DUCOMI, LLC, a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public

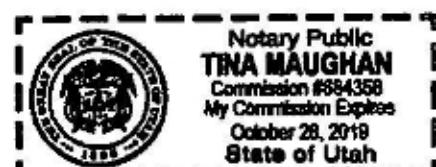


EXHIBIT "A"
(Legal Description of the Subdivision and Roadway)

G&G Subdivision Boundary

BEGINNING AT A POINT ON THE SOUTH LINE OF CENTER STREET, SAID POINT BEING SOUTH 0°06'27" EAST 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING

THENCE SOUTH 89°50'07" EAST 217.43 FEET, ALONG SAID STREET;

THENCE SOUTH 0°06'27" EAST 850.00 FEET; THENCE SOUTH 89°50'07" EAST 406.26 FEET;

THENCE NORTH 0°06'27" WEST 425.02 FEET; THENCE NORTH 25°35'04" EAST 138.37 FEET;

THENCE NORTH 0°06'27" WEST 300.00 FEET TO THE SOUTH LINE OF CENTER STREET;

THENCE SOUTH 89°50'07" EAST 30.00 FEET ALONG SAID STREET; THENCE SOUTH 0°06'27" EAST 306.70 FEET;

THENCE SOUTH 25°35'04" WEST 138.40 FEET; THENCE SOUTH 0°06'27" EAST 865.80 FEET;

THENCE NORTH 89°50'07" WEST 27.84 FEET; THENCE SOUTH 0°06'27" EAST 182.12 FEET;

THENCE SOUTH 89°56'00" WEST 625.83 FEET TO THE SECTION LINE;

THENCE NORTH 0°06'27" WEST 1482.15 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING,
CONTAINING 14.187 ACRES.

G&G SUBDIVISION 750 WEST PRIVATE STREET RIGHT OF WAY

BEGINNING AT A POINT ON THE SOUTH LINE OF CENTER STREET, SAID POINT BEING SOUTH 0°06'27" EAST 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING

THENCE SOUTH 89°50'07" EAST 89.89 FEET, ALONG SAID STREET TO A POINT OF NON-TANGENCY TO A 25.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 36.70 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°06'42", LONG CHORD BEARING SOUTH 48°06'32" WEST 33.49 FEET TO A POINT OF REVERSE CURVATURE TO A 214.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 39.76 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°38'46", LONG CHORD BEARING SOUTH 11°22'33" WEST 39.71 FEET TO A POINT OF REVERSE CURVATURE TO A 164.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 47.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°41'56", LONG CHORD BEARING SOUTH 8°20'58" WEST 47.63 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°06'27" EAST 1052.45 FEET TO A POINT OF CURVATURE TO A 25.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 32.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°31'36", LONG CHORD BEARING SOUTH 37°52'15" EAST 30.62 FEET TO A POINT OF REVERSE CURVATURE TO A 55.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 245.55 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 255°47'40", LONG CHORD BEARING SOUTH 52°15'47" WEST 86.80 FEET TO A POINT OF TANGENCY AND THE SECTION LINE;

THENCE NORTH 0°06'27" WEST 1238.42 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 1.617 ACRES.

THIS PAGE WAS BLANK
OR NOT FILLED IN AT
TIME OF RECORDING
RICHARD T. MAUGHAN
Davis County Recorder

THIS PAGE WAS BLANK
OR NOT FILLED IN AT
TIME OF RECORDING
RICHARD T. MAUGHAN
County Recorder

THIS PAGE WAS BLANK
OR NOT FILLED IN AT
TIME OF RECORDING
LINDA T. MAUCHAN
Linn County Recorder

THIS PAGE WAS BL.
OR NOT FILLED IN AT
TIME OF RECORDING
RICHARD T. MAUGHAN
Davis County Recorder