

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B,
AND A SHARED PARKING AGREEMENT FOR LOTS 1, 2, 3A & 3B
OF NORTHVIEW COMMERCIAL PARK P.U.D.
A COMMERCIAL AND RESIDENTIAL PLANNED UNIT DEVELOPMENT
LAVERKIN, WASHINGTON COUNTY, UTAH**

DECLARATION

Now, therefore the declarant as recorder hereby declares all the property contained in Lots 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B of NORTH VIEW COMMERCIAL PARK P.U.D. shall be acquired, held, occupied, sold and conveyed subject to the provisions of this declaration which are hereby declared to be in furtherance of the plan to promote and protect the cooperative use of such property and are established for the purpose of enhancing and protecting the value and attractiveness of the said lots. These covenants shall be construed as covenants of equitable servitude which shall run with the property.

RECITALS

The Home Company, Inc. as declarant is the owner of certain real property located in the city of LaVerkin, Washington County, State of Utah. More particularly described as:

Lots 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B of the Northview Commercial Park P.U.D., of the official plat recorded by the county recorder of Washington County, State of Utah.

The following covenants, herein contained, shall run with the land and shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and assigns of the parties hereto. Lots 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B shall be bound by this joint maintenance and use agreement that shall be a restrictive covenant.

Declarant will convey the properties subject to certain protective covenants conditions and reservations as herein set forth. It is the desire and intention of declarant to sell and convey the same to various purchasers.

10-2792

00559780 Bk 1082 Pg 0613
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1997 MAR 11 15:01 PM FEE \$18.00 BY JRB
FOR: SNOW & JENSEN

Article 1.

Easement Dedication. The Declarant, with respect to Lots 5A and 6B of the Northview Commercial park Subdivision, hereby dedicates an easement to be utilized as a playground under the terms of this Declaration and for the exclusive beneficial use of the Owner's of Lots 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B of the Northview Commercial Park P. U. D. The Playground Easement to be located as shown on the Official Plat of the Northview Commercial Park Subdivision on file in the records of the Washington County Recorder.

In addition to those easements as shown on the recorded plat or as stated elsewhere in this document there is hereby granted an express easement for utilities (where units are adjoining) for the purpose of installing main gas, water, power, phone, cable or other utilities which may cross the outer units in order to bring the service from the meter or point of connection to the panel or distribution center of the inner units. Developer or public authority shall have the right to access such easements for the purpose of installing maintaining, repairing, removing or replacing any such utilities or portion thereof.

Further, Lot 1 & 2 as well as Lot 3A & 3B are hereby bound to this shared parking agreement. The lot owners hereby agree to provide each other the use of not less than 30 parking spaces each for Lots 1 & 2 and not less than 6 parking spaces each for Lot 3A & 3B. These parking spaces must remain in good repair and be available for "first come, first served" use for the customers and owners of said lots. The maintenance of the above reserved parking spaces will be shared equally by the owners of Lot 1 & 2, and Lots 3A & 3B, respectively.

Article 2.

Park Maintenance agreement. Each owner of the above-mentioned lots shall, on an equal basis, be responsible for the cost of Liability Insurance and the cost to maintain the play ground area, recreational toys, the walls and the sides of the two adjacent buildings up to the eight foot height, keeping the area well groomed and free of weeds and debris. They shall be responsible for watering, mowing and doing whatever necessary to continue to enhance the physical appearance and the practical use of the park.

Further, it is mutually agreed and binding upon the owners of each lot, that any required repair, replacement, reconstruction, or maintenance of any wall or structure which is a part of the common wall, or party wall between dwelling or commercial units, will be kept in good repair and the cost of such repair will be shared equally between the owners of the adjoining properties affected by said repair or maintenance.

Article 3.

Use. Each of the lot owners and tenants will have equal access to the play ground area.

Article 4.

Representative. The majority of the lot owners may designate a representative to act for enforcement and oversight of these restrictive covenants, conditions and restrictions. The representatives shall not be entitled compensation for services performed pursuant to this covenant. The initial representative shall be LANE BLACKMORE, who will remain representative until at least two-thirds of the lots sell. Upon the sale two-thirds of the lots, the majority of the then lot owners will elect a representative to serve as LANE BLACKMORE'S replacement.

Article 5.

Remedies. In the event of any violation or threatened violation of any of the covenants herein, any owner of the said lots may bring an action, in law or equity, seeking damages or injunctive relief. In the event of judgement against any person for threatened violation of any of the covenants herein, the prevailing parties shall be entitled to recover reasonable attorney's fees and costs. This declaration and any amendment thereof shall take effect upon its being filed for record in the office of the county recorder, Washington County, State of Utah.

Article 6.

Declarant Exemption. During the period of time declarant is developing and selling the lots declarant shall be exempt from the limiting provisions and portions of this declaration.

Article 7.

Waiver. The failure by any owner to enforce any restrictive covenant or agreements herein contained, shall in no event be deemed as a waiver of the right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto. No such failure shall give rise to any claim or cause of action against the declarant. No waiver of a breach shall be

construed to be a waiver of any other breach of the same or other provisions nor shall failure to enforce any one of the provisions hereof be construed as a waiver of any of the other provisions.

Article 8.

Future Instruments. All instruments conveying or assigning any interest in all or part of the property shall refer to this instrument and shall be subject to covenants, restrictions, reservations, conditions, and servitudes herein contained as fully as through this instrument, were set forth in full.

Article 9.

Life of Declaration Renewal. All provisions of this declaration, as the same may be amended in accordance hereof shall remain in full force and effect until January 1, 2016, from which time they shall automatically be renewed and extended for successive periods of 10 years, unless the majority of the owners at or prior to the initial term change or terminate this declaration in whole or in part by written document which is filed and recorded.

Article 10.

Assignment of Powers. Any and all rights and powers of declarant, herein contained, may be delegated, transferred or assigned.

Article 11.

Effective Date. This declaration and any amendment thereof, shall take effect upon being filed for record in the office of the county recorder, Washington County, State of Utah.

IN WITNESS WHEREOF, the undersigned, being authorized by declarant herein has executed this declaration on this 7th day of June, 1996.

THE HOME COMPANY, INC.

[Signature]
by: Lane Blackmore, President

ATTEST:

[Signature]
Keturah A. Burton, Assistant Secretary

STATE OF UTAH)
SS
COUNTY OF WASHINGTON)

On this 7th day of June, 1996, personally appeared before me L. Lane Blackmore, President of The Home Company, Inc., a Utah Corporation, and Keturah A. Burton, Assistant Secretary of said corporation, who being first by me duly sworn did say that they executed the foregoing instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors for the uses and purposes set forth therein.

[Signature]
Notary Public

NOTARY PUBLIC
RAMONA J. MAIN
50 S. State St.
Laverkin, UT 84745
My Commission Expires
April 13th, 2000
STATE OF UTAH

Mortgage Holder's Consent to Record CC&R's

By my signature below, I hereby consent to the recordation of the above Covenants, Conditions and Restrictions as stated and agree that the property described herein is to be encumbered thereby.

[Signature]
Terry West, Individually

[Signature]
Terry West, President of Shady Acres, Inc.

On this 2nd day of JANUARY, 1996, personally appeared before me, TERRY WEST, signer of the within and foregoing document, who duly acknowledged before me that he executed the same Individually and as President of Shady Acres, Inc.

[Signature]
Notary Public

NOTARY PUBLIC
RAMONA J. MAIN
50 S. State St.
Laverkin, UT 84745
My Commission Expires
April 13th, 2000
STATE OF UTAH