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E# 2241568 PG 1 OF 7  
ERNEST S ROWLEY, WEBER COUNTY RECORDER  
12-FEB-07 11:09 AM FEE \$27.00 DEP SGC  
REC FOR: ROBERT FULLER

After recording return to:

Haynes R. Fuller  
1175 N. 5900 E.  
Eden, Utah 84310

Parcel ID No.: 20-002-0016  
Parcel ID No.: 20-002-0017  
Parcel ID No.: 20-008-0001

**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**

This Declaration of Restrictions, Covenants and Conditions ("Declaration") is made this 21 day of Sept, 2006, by HAYNES R. FULLER; R. GALE FULLER; PHEOBE M. SIGMAN; R. GALE FULLER and JUNE L. FULLER, Trustees of The Fuller Revocable Living Trust; and PHEOBE M. SIGMAN, Trustee of The Sigman Revocable Living Trust formerly known as The Sigman Family Revocable Trust; (hereinafter collectively referred to as the "Owners").

**RECITALS**

A. This Declaration is intended to govern the use and development of the real property located in Weber County, Utah identified by Parcel ID Numbers 20-002-0016, 20-002-0017 and 20-008-0001 as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. The Owners have deemed it desirable to establish certain covenants, conditions and restrictions upon the Property and each and every portion thereof, which will constitute a general scheme for the use, new development, occupancy and enjoyment of the Property. Any existing use of the Property may continue, and existing structures may be improved, replaced, or expanded and are exempt from the Declaration.

C. The Owners will hereafter hold and convey title to any and all of the Property subject to certain protective restrictions, covenants and conditions as hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, the Owners hereby covenant and declare that the Property and all interest therein, are now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions, covenants and conditions herein set forth. These restrictions, covenants and conditions shall run with the Property and every part thereof.

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.

2. Dwelling Lot Size Restriction. No Dwelling, which is defined as a single family home, shall be erected or placed on any lot or parcel, in existence or created as a result of subdividing, having less than five (5) acres and only one (1) Dwelling shall be allowed on any five (5) acre lot or parcel. No multi-family dwellings are permitted on the Property.

4. Dwelling and Building Placement Restriction. No Dwelling or other building of any kind shall be erected or constructed so that any part of it is located more than six hundred (600) feet east of the center line of the existing 5900 East Street. All new dwellings and structures must also be set back from adjoining property lines within the Property at least thirty (30) feet.

5. Release of Use and Relocation of Lateral Ditches. Irrigation water is delivered to the Property through the use of an existing Ritter Ditch (the "Ritter Ditch"). The Property contains several lateral ditches from the Ritter Ditch which are used to bring water to the Property ("Lateral Ditches"). All current Owners and any subsequent owners of any property within the Property expressly agree that the Ritter Ditch located within the Property may be relocated on that current or subsequent owner's property, by the particular property owner, so long as the delivery of water to the Property from the Ritter Ditch is substantially the same and said relocation complies with any and all of the laws, rules, rights or regulations of any irrigation company or other governing authority applicable thereto. The Lateral Ditches may also be relocated, for example if a fence is moved and the ditch is moved to be located near the fence, so long as the delivery of water to the Property is substantially the same.

6. Covenant Running With the Land. This Declaration and the restrictions, covenants and conditions herein shall run with the land and shall be binding upon each and every person or entity which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, representative, successors and assigns, and shall inure to the benefit of the Owners and their heirs, representative, successors and assigns.

7. Amendment of Declaration. This Declaration may be amended or repealed only upon the written consent and agreement of Property owners controlling a total area of at least seventy-five percent (75%) of the Property, in terms of acreage, and the recordation of a certificate setting forth in full the amendments so approved. Adjoining property owners within the Property can agree between themselves, without permission of all Property owners, to modify the thirty (30) foot property line set back requirement.

8. Enforcement. Enforcement of this Declaration shall be accomplished by any lawful means, including proceeding at law or in equity against any person or entity violating or attempting to violate any provision herein, including, but not limited to specific performance, injunctive relief, an action to restrain any threatened or actual violation, or to recover damages. Any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Only owners of record, including trustees and beneficiaries, have standing to enforce this agreement, which may be amended, in part or in full, as described above.

9. Severability. Invalidation of any one of these restrictions, covenants, or conditions or any portion thereof by judgment or court order shall in no way effect any of the other provisions of this Declaration which shall remain in full force and effect.

10. Singular Includes Plural. Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

11. Paragraph Headings. The headings which precede the paragraphs and subparagraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed.

12. No Joint Venture. It is not the intent of the Owners, by execution of this Declaration, to become equity partners, equity participants or joint ventures of each other pertaining to the Property or otherwise.

13. Governing Law. This Declaration shall be construed and enforced according to the laws of the State of Utah.

14. Authorized Execution. The individuals signing below each represent and warrant (i) that they are authorized to execute this Declaration for and on behalf of the party for whom they are signing, (ii) that such party shall be bound in all respects hereby, and (iii) that such execution presents no conflict with any other agreement of such party.

15. Recordation. This Declaration shall be recorded in the land records of Weber County, Utah and shall be binding and effective from and after the date of recordation.

16. Foreclosure. Should any mortgage or lien be foreclosed on any portion of the Property, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such portion of the Property, shall be subject to and bound by all the restrictions enumerated herein.

17. Effect of Waiver or Breach or Failure to Enforce. Each and all of the restrictions, covenants and conditions contained herein shall be deemed and construed to be continuing, and it is understood and agreed by and between the parties hereto that no waiver of a breach of any of the restrictions, covenants and conditions herein contained shall be construed to be waiver of any other breach of the same, or other restrictions, covenants and conditions contained herein, nor shall failure to enforce any one of such restrictions, covenants and conditions, either by forfeiture or otherwise, be construed as a waiver of any other restrictions, covenants and conditions contained in this Declaration.

18. Attorneys' Fees and Costs. In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the defaulting party agrees to pay all costs and expenses of enforcing the same, including the payment of a reasonable attorneys' fee and all court costs.

19. Relationship to City, County and State Ordinances. The provisions contained in this Declaration are in addition to the effective city, county and state laws and ordinances applicable to the Property. In the event of any conflict between the provisions of this Declaration and the effective city, county and state laws and ordinances applicable to the Property, the most restrictive provision shall apply.

IN WITNESS WHEREOF, the Owners have executed this instrument this  
21 day of Sept., 2006.

HAYNES R. FULLER



R. GALE FULLER



PHOEBE M. SIGMAN



R. GALE FULLER, Trustee of The Fuller  
Revocable Living Trust



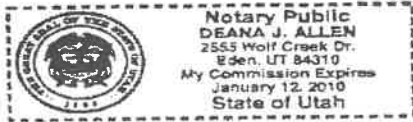
JUNE L. FULLER, Trustee of The Fuller  
Revocable Living Trust

PHOEBE M. SIGMAN, Trustee of The Sigman  
Revocable Living Trust, formerly known as The  
Sigman Family Revocable Trust



STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

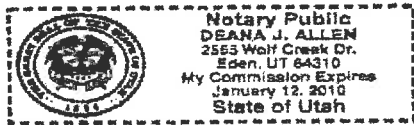
On this 21 day of Sept., 2006, personally appeared before me Haynes R. Fuller, known to me or proved on the basis of satisfactory evidence to be the signer of the foregoing instrument, who signed it voluntarily for its stated purpose.



Deana J. Allen  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

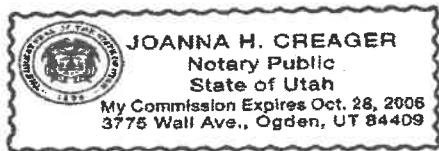
On this 21 day of Sept., 2006, personally appeared before me R. Gale Fuller, known to me or proved on the basis of satisfactory evidence to be the signer of the foregoing instrument, who signed it voluntarily for its stated purpose.



Deana J. Allen  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF Davis )

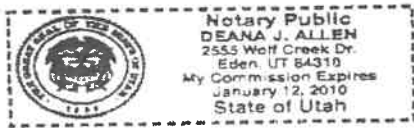
On this 30 day of Sept., 2006, personally appeared before me Phoebe M. Sigman, known to me or proved on the basis of satisfactory evidence to be the signer of the foregoing instrument, who signed it voluntarily for its stated purpose.



Joanna H. Creager  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

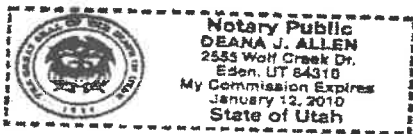
On this 21 day of Sept, 2006, personally appeared before me R. Gale Fuller, known to me or proved on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Trustee of The Fuller Revocable Living Trust, and that said instrument was signed by him/her on behalf of said Trust, and said R. Gale Fuller acknowledged to me that said Trust executed the same.



Deana J. Allen  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

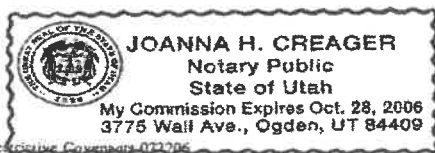
On this 21 day of Sept, 2006, personally appeared before me June L. Fuller, known to me or proved on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Trustee of The Fuller Revocable Living Trust, and that said instrument was signed by him/her on behalf of said Trust, and said June L. Fuller acknowledged to me that said Trust executed the same.



Deana J. Allen  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On this 30 day of Sept, 2006, personally appeared before me Phoebe M. Sigman, known to me or proved on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Trustee of The Sigman Revocable Living Trust, formerly known as The Sigman Family Revocable Trust, and that said instrument was signed by him/her on behalf of said Trust, and said Phoebe M. Sigman acknowledged to me that said Trust executed the same.



Joanna H. Creager  
Notary Public

EXHIBIT "A"

Legal Description of the "Property"

PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING 20 FEET NORTH FROM SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 39 RODS; THENCE EAST 1418 FEET; THENCE SOUTH 7D23' WEST TO A POINT 9.8 FEET NORTH 7D23' EAST FROM SOUTH LINE OF SAID SECTION; THENCE NORTH 89D29' WEST TO BEGINNING.

20-002-0016 *RD*

PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 20 FEET; THENCE SOUTH 89D29' EAST TO A POINT NORTH 89D55' WEST 1306.36 FEET AND NORTH 7D23' EAST 9.8 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 7D23' WEST 9.8 FEET, MORE OR LESS, TO SOUTH LINE OF SAID SECTION THENCE NORTH 89D55' WEST ALONG SECTION LINE 1336.75 FEET, MORE OR LESS, TO BEGINNING.

20-002-0017 *P*

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. COMMENCING AT A POINT ON THE NORTH LINE OF SECTION 11, NORTH 89D55' WEST 1306.26 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE NORTH 89D55' WEST ALONG THE NORTH LINE OF SAID SECTION 1336.75 FEET TO THE NORTHWEST CORNER OF SAID QUARTER THENCE SOUTH 1800.9 FEET; THENCE NORTH 89D36' EAST 313.9 FEET; THENCE NORTH 0D06' WEST 383.2 FEET; THENCE SOUTH 76D15' EAST 634.4 FEET; THENCE NORTH 88D40' EAST 379.6 FEET; THENCE NORTH 45D29' EAST 906 FEET; THENCE NORTH 8D47' WEST 271.5 FEET; THENCE NORTH 77D40' WEST 628.8 FEET; THENCE NORTH 2D51' EAST 125.6 FEET; THENCE NORTH 7D23' EAST 297.6 FEET TO BEGINNING.

20-008-0001 *P*

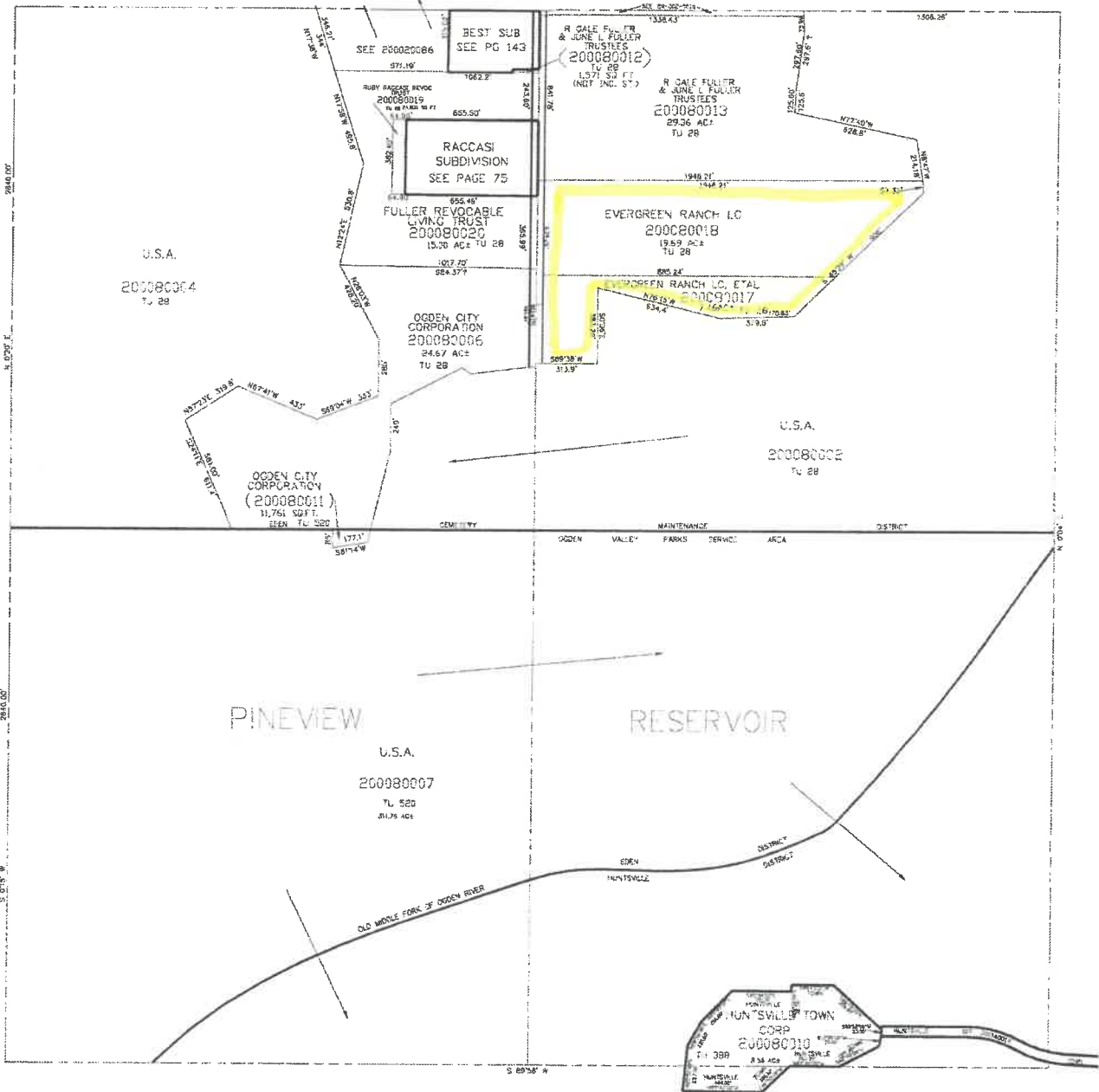
SECTION 11, T.6N., R.1E., S.L.B. & M.

IN WEBER COUNTY

SCALE 1" = 400'

TAXING UNIT: 28, 388, 520

SEE PAGE 2



SEE PAGE 5

SEE PAGE 9

SEE PAGE 15

TO ACCOMMODATE THE...  
 REPRESENTATIONS...  
 IMPLEMENTS...  
 IT NEED TO...  
 DECISIONS...  
 YOU SHOULD CONSULT INDEPENDENT LEGAL COUNSEL



**STG Privacy Notice 2 (Rev 01-26-09) Independent Agencies and Unaffiliated Escrow Agents**

WHAT DO/DOES the PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of PHILLIPS-HANSEN LAND TITLE COMPANY and its affiliates STEWART TITLE GUARANTY COMPANY, pursuant to Title V of the GRAMM-LEACH-BLILEY ACT (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>	<b>DO WE SHARE</b>	<b>CAN YOU LIMIT THIS SHARING</b>
<b>For our everyday business purposes</b> to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	YES	NO
<b>For our marketing purposes</b> --to offer our products and services to you.	YES	NO
<b>For joint marketing with other financial companies</b>	NO	WE DON'T SHARE
<b>For our affiliates' everyday business purposes</b> --information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	YES	NO
<b>For our affiliates' everyday business purposes</b> --information about your creditworthiness	NO	WE DON'T SHARE
<b>For our affiliates' to market to you</b>	YES	NO
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies	NO	WE DON'T SHARE

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**SHARING PRACTICES**

<b>How often do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures which include computer, file, and building safeguards.
<b>How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>•request insurance-related services</li> <li>•provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**CONTACT US** If you have any questions about this privacy notice, please contact us at 435 723 6806