

AFTER RECORDING, PLEASE RETURN TO:
Rasch Enterprises, L.L.C.
2110 Murray Holladay Road
Salt Lake City, UT 84117

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11/25/2020 10:02:00 AM \$40.00
Book - 11067 Pg - 9860-9879
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRULY TITLE, INC
BY: eCASH, DEPUTY - EF 20 P.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
FOR
UNION MANOR SUBDIVISION**

THIS Declaration of Covenants, Conditions and Restrictions is made and entered into this 24 day of Nov., 2020, by Rasch Enterprises, L.L.C., a Utah limited liability company, of 2110 Murray Holladay Road, Salt Lake City, Utah 84117 (hereinafter referred to as the "Declarant").

RECITALS:

- A. This Declaration of Covenants, Conditions and Restrictions affects that certain real property located in Salt Lake County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").
- B. Declarant is the owner of the Tract.
- C. Declarant has constructed, is in the process of constructing, or will construct upon the Tract, six residential units, which shall include certain Lots and other improvements. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Plat Map as recorded.
- D. Declarant intends to sell to various purchasers the fee title to the Individual Lots contained in the Tract, subject to the Plat Map, and the covenants, conditions and restrictions set forth herein.
- E. Declarant desires, by filing this Declaration and Record of Plat Map, to submit the Tract and all improvements now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration, and the project is to be known as Union Manor Subdivision (the "Project").

**ACCOMMODATION
RECORDING**

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration, each of the following terms shall have the meaning indicated.

1. Building shall mean and refer to any of the structures constructed in the Project.
2. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Union Manor Subdivision.
3. Declarant shall mean and refer to RASCH ENTERPRISES, L.L.C., a Utah limited liability company, its successors and assigns.
4. Improvement shall mean and refer to all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwellings units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes and green space.
5. Land shall mean and refer to all of the real property subject to this Declaration.
6. Lot shall mean and refer to a portion of the Property intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map filed. Where the context indicates or requires, the term Lot includes any dwelling unit, physical structure or improvement constructed on the Lot.
7. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.
8. Mortgage shall mean and refer exclusively to either a first mortgage or first deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.
9. Mortgagee shall mean and refer exclusively to a mortgagee under either a first mortgage or a beneficiary under a first deed of trust on any Lot, but shall not mean or refer to a seller under an executory contract of sale.
10. Owner shall mean and refer to the person who is the owner of record (in

the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in a Lot, including but not limited to both the seller and buyer under the executory sales contract (e.g. uniform real estate, land sales contract, or other similar instrument). The term Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired this pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

11. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

12. Plat Map shall mean and refer to the Plat Map or Plat Maps of Union Manor Subdivision on file in the office of the County Recorder of Salt Lake County, as they may be amended from time to time. The Plat Map will show the location of the Lots.

13. Project shall mean and refer to the Union Manor Subdivision.

14. Project Documents shall mean this Declaration.

15. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

16. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation vehicle, machine, or device of any kind.

17. Unit or Units shall mean and refer to the single-family residence or residential structure constructed upon a Lot.

18. Party Wall shall mean and refer to the dividing wall between each adjoining dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.

19. Party Fence shall mean and refer to the exterior fences separating the Lots. Any matters concerning Party Fences which are not covered by the terms of this Agreement shall be governed by the general rules of law concerning party fences.

20. Private Driveway shall mean and refer to the 20-foot private driveway located on Lots 3 and 4.

II. SUBMISSION

The Land, more specifically described on Exhibit "A", attached hereto and incorporated herein by this reference, is located in Salt Lake County, Utah, is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration of restrictive covenants.

Additionally, the Land is SUBJECT TO the described easements and rights of way, TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi- governmental authorities; all patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record and rights incident thereto; all instruments of record which affect the above described Tract or any portion thereof, including, without limitation, any Mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Map or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements in the Project include, or shall include, six (6) Single Family Units, more particularly described on the attached Exhibit "A"; a common Private Driveway owned by lots 3 and 4, with a shared cross access easement in favor of lots 1, 2, 3 and 4; and a minimum 6-foot high screening fence constructed along the exterior of the project and between structures unless all affected property Owners agree in writing that a fence is not necessary.

2. Description and Legal Status of the Property. The Lots shall be individually owned, and the 20-foot Private Driveway on Lots 3 and 4 shall be a shared access between Lots 1, 2, 3 and 4. Lots 1, 2, 3 and 4 shall share the maintenance responsibilities of the private driveway.

3. Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of his/her respective Lot, subject, however to the following:

- Subdivision of a Lot. No Lot shall be subdivided or partitioned.
- Private Driveway. A common Private Driveway structure is situated on Lots 3 and 4. This Private Driveway shall be owned by the fee simple owners of Lots 3 and 4, according to the following conditions:
 - A perpetual non-exclusive Right of Way and Easement for vehicular and pedestrian ingress and egress to and from Lots 1, 2, 3 and 4, and to and from 1035 East Street is granted to and shared by the fee simple owners of Lots 1, 2, 3 and 4;
 - No party shall use or alter any improvement located on the Lot owned by him/her in any way which would jeopardize the support furnished by or the soundness or integrity of the Private Driveway;
 - The fee simple owners of Lots 1, 2, 3 and 4 shall equally share any and all costs and expenses relating to repair, replacement, restoration, or maintenance, the expenditure or incurring of which may be necessary or desirable to preserve the Private Driveway. Costs associated with maintenance repairs, or replacements benefitting only one party shall be borne solely by the party benefitted.
 - The fee simple owners of Lots 1, 2, 3 and 4 share an easement and rights of ingress and egress over, across, through and under the Lot owned by him/her as are reasonably necessary to permit common use of the Private Driveway and to perform his/her obligations hereunder and to perform any necessary or desirable repairs, replacements, restoration, or maintenance.
- Storage and Parking of Vehicles. The driving, parking, standing and storing of

motor vehicles in, on or about the Project, including but not limited to the shared Private Driveway, shall be subject to the following:

- A) Lots 1, 2, 3 and 4 are allowed a total of four (4) parking spaces along the Private Driveway, one belonging to each Lot.
- B) Except for purposes of loading or unloading passengers or supplies (for a period of time up to twelve (12) hours), no Recreational, Commercial or Oversize vehicle parking is allowed at any time in the Project;
- C) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van or any other transportation vehicle or device of any kind may be parked or stationed in such a manner so as to block access to any Lot, Building or parking space, or so as to create an obstacle or potentially dangerous conditions;
- D) No resident shall repair or restore any vehicle of any kind in, on or about any Lot of the Private Driveway, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility;
- E) Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's expense.

4. Party Walls and Party Fences. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the owners of the Lots on either side of said Party Wall or Party Fence, according to the following terms:

- a. In the event of damage or destruction to any Party Wall, Party Fence, shared monolith slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose Lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired

shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

- b. No Lot owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
- c. Each Lot owner shall keep all exterior walls of his dwelling unit in good condition and repair at his sole cost and expense. No Lot owner shall do or permit to be done any act or thing that would tend to depreciate the value of the Building (i.e. variance in design, colors, roofing etc.)
- d. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the Building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the Lot owners.
- e. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph d.
- f. If any monolithis slab repairs are required, the entire monolithis foundation must be involved in the repair process. Owners of both properties must cooperate regarding repairs to the slab. Each party shall share equally in any necessary repair.
- g. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants that run with the Land or equitable servitude, as the case may be, and shall be binding upon all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisee, personal

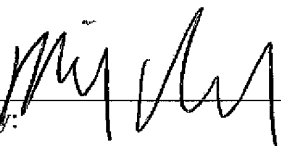
representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the Project Documents and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of the Project Documents.

Severability. If any provision of this Declaration, or the application of any provision to any person or circumstance, is held invalid, the remainder of this Declaration is given effect without the invalid provision or application.

Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

DECLARANT:
RASCH ENTERPRISES, L.L.C., a Utah limited liability company

By: 



STATE OF Utah §

COUNTY OF Salt Lake §

This instrument was acknowledged before me on the 24 day of November, 2020,
by Michael Rasch



Notary Public - State of Utah
Printed Name of Notary: Danielle Jarvis
My Commission Expires: 1/10/21

Exhibit "A"

Lot 1, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-023

Commonly known as: 7264 S 1035 E, Midvale, UT 84047

Lot 2, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-024

Commonly known as: 7262 S 1035 E, Midvale, UT 84047

Lot 3, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-019

Commonly known as: 7256 S 1035 E, Midvale, UT 84047

Lot 4, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-020

Commonly known as: 7254 S 1035 E, Midvale, UT 84047

Lot 5, Union Manor Subdivision, Amending all of Lots 1, 2 & 3 of Block 8, and a portion of Lots 4, 8 & 9 of Block 8, and a portion of Lots 2, 3 & 4 of Block 3 of The Union Plat, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

APN: 22-29-251-022

Commonly known as: 7252 S 1035 E, Midvale, UT 84047

Exhibit "A" (cont.)

Lot 6, Union Manor Subdivision, Amending all of Lots 1, 2 & 3 of Block 8, and a portion of Lots 4, 8 & 9 of Block 8, and a portion of Lots 2, 3 & 4 of Block 3 of The Union Plat, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

APN: 22-29-251-021

Commonly known as: 7250 S 1035 E, Midvale, UT 84047

AFTER RECORDING, PLEASE RETURN TO:
Rasch Enterprises, L.L.C.
2110 Murray Holladay Road
Salt Lake City, UT 84117

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
FOR
UNION MANOR SUBDIVISION**

THIS Declaration of Covenants, Conditions and Restrictions is made and entered into this 24 day of Nov., 2020, by Rasch Enterprises, L.L.C., a Utah limited liability company, of 2110 Murray Holladay Road, Salt Lake City, Utah 84117 (hereinafter referred to as the "Declarant").

RECITALS:

- A. This Declaration of Covenants, Conditions and Restrictions affects that certain real property located in Salt Lake County, Utah described with particularity in Article II below (hereinafter referred to as the "Tract").
- B. Declarant is the owner of the Tract.
- C. Declarant has constructed, is in the process of constructing, or will construct upon the Tract, six residential units, which shall include certain Lots and other improvements. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Plat Map as recorded.
- D. Declarant intends to sell to various purchasers the fee title to the Individual Lots contained in the Tract, subject to the Plat Map, and the covenants, conditions and restrictions set forth herein.
- E. Declarant desires, by filing this Declaration and Record of Plat Map, to submit the Tract and all improvements now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration, and the project is to be known as Union Manor Subdivision (the "Project").

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration, each of the following terms shall have the meaning indicated.

1. Building shall mean and refer to any of the structures constructed in the Project.
2. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Union Manor Subdivision.
3. Declarant shall mean and refer to RASCH ENTERPRISES, L.L.C., a Utah limited liability company, its successors and assigns.
4. Improvement shall mean and refer to all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwellings units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes and green space.
5. Land shall mean and refer to all of the real property subject to this Declaration.
6. Lot shall mean and refer to a portion of the Property intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map filed. Where the context indicates or requires, the term Lot includes any dwelling unit, physical structure or improvement constructed on the Lot.
7. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.
8. Mortgage shall mean and refer exclusively to either a first mortgage or first deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.
9. Mortgagee shall mean and refer exclusively to a mortgagee under either a first mortgage or a beneficiary under a first deed of trust on any Lot, but shall not mean or refer to a seller under an executory contract of sale.
10. Owner shall mean and refer to the person who is the owner of record (in

the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in a Lot, including but not limited to both the seller and buyer under the executory sales contract (e.g. uniform real estate, land sales contract, or other similar instrument). The term Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired this pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

11. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

12. Plat Map shall mean and refer to the Plat Map or Plat Maps of Union Manor Subdivision on file in the office of the County Recorder of Salt Lake County, as they may be amended from time to time. The Plat Map will show the location of the Lots.

13. Project shall mean and refer to the Union Manor Subdivision.

14. Project Documents shall mean this Declaration.

15. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

16. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation vehicle, machine, or device of any kind.

17. Unit or Units shall mean and refer to the single-family residence or residential structure constructed upon a Lot.

18. Party Wall shall mean and refer to the dividing wall between each adjoining dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.

19. Party Fence shall mean and refer to the exterior fences separating the Lots. Any matters concerning Party Fences which are not covered by the terms of this Agreement shall be governed by the general rules of law concerning party fences.

20. Private Driveway shall mean and refer to the 20-foot private driveway located on Lots 3 and 4.

II. SUBMISSION

The Land, more specifically described on Exhibit "A", attached hereto and incorporated herein by this reference, is located in Salt Lake County, Utah, is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration of restrictive covenants.

Additionally, the Land is SUBJECT TO the described easements and rights of way, TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi- governmental authorities; all patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record and rights incident thereto; all instruments of record which affect the above described Tract or any portion thereof, including, without limitation, any Mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Map or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements in the Project include, or shall include, six (6) Single Family Units, more particularly described on the attached Exhibit "A"; a common Private Driveway owned by lots 3 and 4, with a shared cross access easement in favor of lots 1, 2, 3 and 4; and a minimum 6-foot high screening fence constructed along the exterior of the project and between structures unless all affected property Owners agree in writing that a fence is not necessary.

2. Description and Legal Status of the Property. The Lots shall be individually owned, and the 20-foot Private Driveway on Lots 3 and 4 shall be a shared access between Lots 1, 2, 3 and 4. Lots 1, 2, 3 and 4 shall share the maintenance responsibilities of the private driveway.

3. Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of his/her respective Lot, subject, however to the following:

- Subdivision of a Lot. No Lot shall be subdivided or partitioned.
- Private Driveway. A common Private Driveway structure is situated on Lots 3 and 4. This Private Driveway shall be owned by the fee simple owners of Lots 3 and 4, according to the following conditions:
 - A perpetual non-exclusive Right of Way and Easement for vehicular and pedestrian ingress and egress to and from Lots 1, 2, 3 and 4, and to and from 1035 East Street is granted to and shared by the fee simple owners of Lots 1, 2, 3 and 4;
 - No party shall use or alter any improvement located on the Lot owned by him/her in any way which would jeopardize the support furnished by or the soundness or integrity of the Private Driveway;
 - The fee simple owners of Lots 1, 2, 3 and 4 shall equally share any and all costs and expenses relating to repair, replacement, restoration, or maintenance, the expenditure or incurring of which may be necessary or desirable to preserve the Private Driveway. Costs associated with maintenance repairs, or replacements benefitting only one party shall be borne solely by the party benefitted.
 - The fee simple owners of Lots 1, 2, 3 and 4 share an easement and rights of ingress and egress over, across, through and under the Lot owned by him/her as are reasonably necessary to permit common use of the Private Driveway and to perform his/her obligations hereunder and to perform any necessary or desirable repairs, replacements, restoration, or maintenance.
- Storage and Parking of Vehicles. The driving, parking, standing and storing of

motor vehicles in, on or about the Project, including but not limited to the shared Private Driveway, shall be subject to the following:

- A) Lots 1, 2, 3 and 4 are allowed a total of four (4) parking spaces along the Private Driveway, one belonging to each Lot.
- B) Except for purposes of loading or unloading passengers or supplies (for a period of time up to twelve (12) hours), no Recreational, Commercial or Oversize vehicle parking is allowed at any time in the Project;
- C) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van or any other transportation vehicle or device of any kind may be parked or stationed in such a manner so as to block access to any Lot, Building or parking space, or so as to create an obstacle or potentially dangerous conditions;
- D) No resident shall repair or restore any vehicle of any kind in, on or about any Lot of the Private Driveway, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility;
- E) Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's expense.

4. Party Walls and Party Fences. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the owners of the Lots on either side of said Party Wall or Party Fence, according to the following terms:

- a. In the event of damage or destruction to any Party Wall, Party Fence, shared monolith slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose Lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired

shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

- b. No Lot owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
- c. Each Lot owner shall keep all exterior walls of his dwelling unit in good condition and repair at his sole cost and expense. No Lot owner shall do or permit to be done any act or thing that would tend to depreciate the value of the Building (i.e. variance in design, colors, roofing etc.)
- d. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the Building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the Lot owners.
- e. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph d.
- f. If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of both properties must cooperate regarding repairs to the slab. Each party shall share equally in any necessary repair.
- g. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants that run with the Land or equitable servitude, as the case may be, and shall be binding upon all parties who hereafter

acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisee, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the Project Documents and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of the Project Documents.

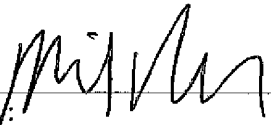
Severability. If any provision of this Declaration, or the application of any provision to any person or circumstance, is held invalid, the remainder of this Declaration is given effect without the invalid provision or application.

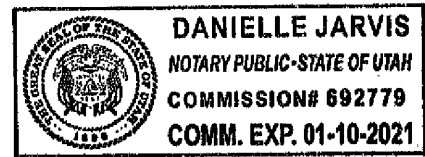
Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

DECLARANT:

RASCH ENTERPRISES, L.L.C., a Utah limited liability company

By: 



STATE OF Utah §

COUNTY OF Salt Lake §

This instrument was acknowledged before me on the 24 day of November, 2020, by Michael Rasch



Notary Public - State of Utah
Printed Name of Notary: Danielle Jarvis
My Commission Expires: 1/10/21

Exhibit "A"

Lot 1, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-023

Commonly known as: 7264 S 1035 E, Midvale, UT 84047

Lot 2, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-024

Commonly known as: 7262 S 1035 E, Midvale, UT 84047

Lot 3, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-019

Commonly known as: 7256 S 1035 E, Midvale, UT 84047

Lot 4, Union Manor Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

APN: 22-29-251-020

Commonly known as: 7254 S 1035 E, Midvale, UT 84047

Lot 5, Union Manor Subdivision, Amending all of Lots 1, 2 & 3 of Block 8, and a portion of Lots 4, 8 & 9 of Block 8, and a portion of Lots 2, 3 & 4 of Block 3 of The Union Plat, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

APN: 22-29-251-022

Commonly known as: 7252 S 1035 E, Midvale, UT 84047

Exhibit "A" (cont.)

Lot 6, Union Manor Subdivision, Amending all of Lots 1, 2 & 3 of Block 8, and a portion of Lots 4, 8 & 9 of Block 8, and a portion of Lots 2, 3 & 4 of Block 3 of The Union Plat, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

APN: 22-29-251-021

Commonly known as: 7250 S 1035 E, Midvale, UT 84047