

When Recorded Mail to:

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W Merrill
APR - 4 1996

E 1238673 B 1986 P 732
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 APR 4 8:35 AM FEE 15.00 DEP DJW
REC'D FOR DURBAND & ASSOCIATES

15/2-
Walter T. Merrill
3340 Harrison Blvd. #200
Ogden, Utah 84403
621-4111

DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS:

K. Delyn Yeates, a married man, being the owner of all of the following described real property, situated within Davis County, State of Utah:

All of Lots 1, 2, 3 and 6, EAGLE PARK CENTER, A COMMERCIAL SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of Davis County, Utah, 10-177- Lot #

has established a general plan for the improvement and development of the above-described real property and does hereby establish the following restrictive covenant upon which and subject to which all of the above-described real property shall be improved or sold. This restrictive covenant is imposed on all such real property and is to be construed as a restrictive covenant running with the title to such property:

1. No building shall be erected or used on the property restricted by this restrictive covenant for a hotel, motel, inn, hostel, lodging, resort, motor inn, bed and breakfast, public house, boarding house, or any other building of public over night accommodation.

The foregoing restrictive covenant shall continue and remain in full force and effect at all times as against the owner of any of the above-described real property regardless of how acquired, until the commencement of the calendar year 2046, on which date this restrictive covenant shall terminate and end, and thereafter be of no further legal or equitable effect on the above-described real property or any owner thereof; provided, however, that this restrictive covenant shall automatically extend for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the Lots in EAGLE PARK CENTER, A COMMERCIAL SUBDIVISION, shall by written instrument duly recorded declare a termination of the same. This restrictive covenant is intended to specifically benefit Lot 4, EAGLE PARK CENTER, A COMMERCIAL SUBDIVISION, and the owner thereof, who may at any time release any or all of the above-described real property from this restrictive covenant at any time.

If any owner of the above-described real property violates the terms of this Restrictive Covenant, any owner of any lot in EAGLE PARK CENTER, A COMMERCIAL SUBDIVISION, or any owner of adjoining property may institute legal proceedings against the person or persons violating or threatening to violate this Restrictive Covenant, and said owners shall be entitled to an injunction against the violating party to prevent a violation of this

Restrictive Covenant and for all damages, including compensatory as well consequential damages against the violating party, including court costs and attorney's fees to the fullest extent of the law.

No delay or omission on the part of the owners of any of the Lots in EAGLE PARK SUBDIVISION, A COMMERCIAL SUBDIVISION, in exercising any rights, powers, or remedy herein provided or provided by law, in the event of any breach of the restrictive covenant herein contained, shall be construed as a waiver thereof or acquiescence therein.

The above-described real property shall be subject to any and all rights and privileges which the City of Layton or County of Davis, Utah, may have acquired or may acquire through dedication or the filing or recording of maps or plats of such real property, as authorized by law.

IN WITNESS WHEREOF, K. Delyn Yeates, a married man, has executed this instrument on this 16 day of March, 1996.


K. DELYN YEATES

SUBSCRIBED AND SWORN to before me this 16th day of March, 1996.


Notary Public

Residing at:
Commission Expires:

