

PLATED BY REGISTERED  
ENTERED BY

# 1221787 EN1659 62867  
DOUG CROFTS, WEBER COUNTY RECORDER  
20-APR-93 301 PM FEE \$2.50 DEP NH  
REC FOR: FOUNDERS TITLE

SHARED MAINTENANCE AGREEMENT

This agreement is entered into this 13 day of April, 1993, 1993, by and between Brenda + Shane Durkee and \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ lives at 4606 s 3850w  
Ray Mt and Brenda and Shane Durkee lives at  
4676 s 3850w Ray Mt. (the legal descriptions of  
these two addresses are attached hereto as Exhibits "A" and "B", respectively;  
and

WHEREAS, these two addresses share a common roof; a common exterior back wall, covered with aluminum siding; and a common exterior front wall, covered with brick; and

WHEREAS, Ronald Lay and Brenda + Shane Durkee desire to enter into an agreement with regard to the maintenance of the shared roof and exterior walls;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties acknowledge that certain repairs or maintenance to the roof or exterior walls may become necessary, which repairs or maintenance cannot be performed on one side only, but will necessarily involve both sides.
2. In the event that any such repair or maintenance becomes necessary, the parties will share the cost of such repair or maintenance equally.
3. If any repair or maintenance of the roof or exterior walls is limited to one side only, and the repair or maintenance can be performed without affecting the other side, then the owner of the affected side shall bear the whole cost of such repair.
4. This agreement shall run with the land and is binding upon the heirs, assigns and successors-in-interest of the parties hereto.
5. **Enforcement.** It is hereby agreed that in the event of the failure of the Party of the First Part or the Party of Second Part to perform any of the terms or conditions of this agreement, then in that event the defaulting party agrees to pay the prevailing party reasonable attorney's fees and Court costs for enforcement of these provisions. It is further acknowledged and expressly agreed that the terms and provisions of this Joint Maintenance Agreement and Restrictive Covenants are appurtenant to and shall run with the land and shall in all respects be binding upon the heirs, successors in interest, administrators and assigns of the parties hereto.

DATED this day and year set forth above.

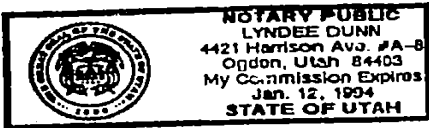
Brenda + Shane Durkee  
NAME

Ronald B Lay  
NAME

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On this 15<sup>th</sup> day of April, 1993,  
Brenda Dunn & Shane Owrke, personally appeared before me, and  
duly acknowledged to me that he/she is the signer of the foregoing  
instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

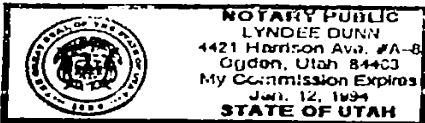


Lyndee Dunn  
NOTARY PUBLIC  
Residing at Weber County

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On this 15<sup>th</sup> day of April, 1993,  
Ronald Laif, personally appeared before me, and  
duly acknowledged to me that he/she is the signer of the foregoing  
instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.



Lyndee Dunn  
NOTARY PUBLIC  
Residing at Weber County

Exhibits A & B:

E# 1221787 BK1659 PG2869

All of Lot 222, <sup>and 223</sup> FOXGLEN SUBDIVISION NO. 11, according to the official plat thereof,  
recorded in the office of the County Recorder of Weber County, Utah.

08-172-0015<sup>8</sup>, 0016<sup>8</sup>