

After Recording Return to:

R. Scott Stone
Stone Properties
55 West 200 North
Provo, Utah 84601
Tax ID No. 18-029-0015

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Deed Restriction") is made as this 4th day of June, 2024, by FIELDSTONE A SERIES OF THE STONEWALL PROPERTIES, LLC, a Utah Limited Liability Company ("Declarant"), for the benefit of ROBERT SCOTT STONE and MELINDA CLEGG STONE, CO-TRUSTEES OF THE CORNERSTONE TRUST DATED SEPTEMBER 25, 1997, ("Stone").

RECITALS

A. Declarant is the owner of certain real property located at 825 West 400 South, Orem, Utah County, Utah, with a legal description of:

COMMENCING 33 FEET SOUTH & WEST ALONG STREET LINE 186.5 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 145 FEET; THENCE WEST 90 FT; THENCE NORTH 145 FEET; THENCE EAST 90 FEET TO BEG. AREA .30 ACRES (the "825 W. Property").

B. Stone owns the real property located immediately to the south of the 825 W. Property, with an address of: 424 South 800 East, Orem, Utah County, Utah, and with a legal description of:

COMMENCING 178 FEET SOUTH OF THE NORTHEAST CORNER SECTION 21, TOWNSHIP 6 SSOUTH, RANGE 2 E, SALT LAKE BASE & MERIDAIN; THENCE SOUTH 22 FEET; THENCE WEST 130.94 FEET; THENCE SOUTH 144 FEETT; THENCE WEST 245 FEET; NORTH 166 FEET; THENCE EAST 375.94 FEET TO BEG. AREA 1 ACRE (the "Stone Property").

Declarant and Stone have entered into an Access Easement Agreement ("Access Easement Agreement"), dated the 4 day of June, 2024, the terms

COURTESY RECORDING

This document is being recorded solely as a Courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE ASSOCIATES hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

and conditions of which are incorporated herein by this reference and made a material part of this Deed Restriction.

C. Declarant desires by this Deed Restriction to, and does hereby declare, that the 825 W. Property, and its use and enjoyment, shall be subject to the following expressed covenants, stipulations, and restrictions, all of which are restrictive covenants running with the title to all said real property and with each and every part and parcel thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the benefit of Stone, Declarant agrees as follows:

DECLARATION

1. Recitals. The Recitals stated above are incorporated herein by reference and made a material part of this Deed Restriction.

2. Restricted Access Area. Declarant hereby states and acknowledges that there shall be a Deed Restriction appurtenant to the 825 W. Property and on, over, and across a certain portion of the 825 W. Property, as depicted in yellow on Exhibit A attached hereto and incorporated herein by reference (the "Restricted Access Area"). The Restricted Access Area shall consist of the furthest west fifteen feet (15') of the 825 W. Property, and eighty-nine feet (89') running south from 400 South. The legal description for the Restricted Access Area shall be:

COMMENCING 33 FEET SOUTH & WEST ALONG THE STREET LINE 186.5 FT FROM NORTHEAST CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE MERIDIAN, THENCE SOUTH 89 FEET; WEST 75 FEET TO THE POINT OF BEGINNING; AND RUNNING THENCE WEST 15 FEET, THENCE NORTH 89 FEET; THENCE EAST 15 FEET, THENCE SOUTH 89 FEET TO THE POINT OF BEGINNING. AREA .19 ACRES

3. Covenants Running with Land. In consideration of the benefits obtained by the Declarant, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Restricted Access Area as set forth below, by the establishment of this Covenant running with the land.

4. Restrictions Concerning the Restricted Access Area. Except for those actions necessary to accomplish preservation, maintenance, or repair of the Restricted Access Area, Declarant, its successors and assigns, hereby covenant and agree that it shall not engage in any of the restricted activities set forth below:

(a) Declarant, its successors and assigns, shall have no right to access the Restricted Access Area.

(b) Declarant, its successors and assigns, shall have no right to use the Restricted Access Area for any purpose.

(c) Declarant, its successors and assigns, shall have no right to park, store materials, or otherwise restrict Stone's access to the Restricted Access Area.

(d) Declarant, its successors and assigns, agree that Stone, and their successors and assigns, can use the Restricted Access Area for any legal and lawful purpose.

(e) Declarant, its successors and assigns, further agree and acknowledge that the current fence located on the divided southern portion of the 825 W. Property (consisting of the fencing directly south of the home located on the 825 W. Property) constitutes the property line, and requisite metes and bounds, for the 825 W. Property and that all fencing on the furthest southern portion of the 825 W. Property, and located on the western portion of the 825 W. Property, belongs to Stone.

(f) Declarant, its successors and assigns, agree that in the future, if requested by Stone, it will agree to subdivide the 825 W. Property, convey the Restricted Access Area to Stone, and record new legal descriptions for the 825 W. Property, in exchange for Stone's payment to Declarant of the fair market value of the Restricted Access Area, as determined by a neutral third-party appraiser selected by Stone.

(g) If the City of Orem requires the awning attached to the 825 W. Property to be removed, Declarant, or its successors and assigns, shall be responsible for removing said awning or otherwise complying with any requirements of the City of Orem.

5. Successors and Assigns Bound. Declarant hereby agrees and acknowledges that the Restricted Access Area shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions and obligations imposed by this Deed Restriction relating to the use, repair, maintenance and or improvement of the Restricted Area, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Restricted Access Area, as applicable. The provisions of this Deed Restriction shall (subject to the limitations contained in this Declaration and without modifying its provisions) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon future owners of the Restricted Access Area.

6. Severability. The provisions of the Declaration are severable and the violation of any of the provisions of this Declaration as determined by a court of law shall not affect any of the other provisions which shall remain in full force and effect.

7. Term. The term of this Restriction is for a period of ninety-nine (99) years commencing on the date of this Declaration.

8. Enforcement. Stone may enforce this Deed Restriction through any proceeding at law, and in equity, including specific performance, against Declarant or its successors or assigns,

in the event of a violation or threatened violation of the Deed Restriction. There are no intended third-party beneficiaries of this Restriction.

9. Notices. All notices under this Agreement shall be in writing and delivered personally, mailed by certified mail, return receipt requested, postage prepaid, or delivered by national overnight courier service, addressed to the parties at their last known addresses.

10. Non-Waiver. No delay or failure by any party to exercise any right under this Declaration and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Utah (without reference to choice of law principles). Declarant irrevocably submits to the process, jurisdiction and venue of the courts of the State of Utah, Utah County, and to the process, jurisdiction and venue of the Fourth District Court of Utah for the purpose of suit, action or other proceeding arising out of or relating to this Agreement or the subject matter hereof.

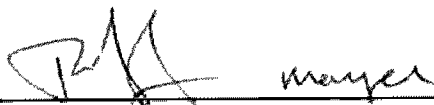
12. Partial Invalidity. If any provision or provisions hereof or the application thereof to any party or to any person or circumstance shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

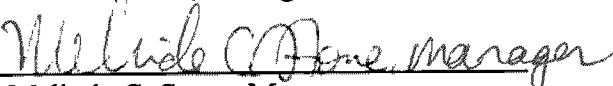
13. Descriptive Heading. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

14. Attorneys' Fees. In the event that suit is brought to enforce or interpret any part of this Deed Restriction, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees (as set by the court) from the non-prevailing party.

IN WITNESS WHEREOF, Fieldstone has executed this Agreement to be effective as of the date set forth above.

FIELDSTONE A SERIES OF THE
STONEWALL PROPERTIES, LLC
a Utah limited liability company

By:  mayer
R. Scott Stone, Manager

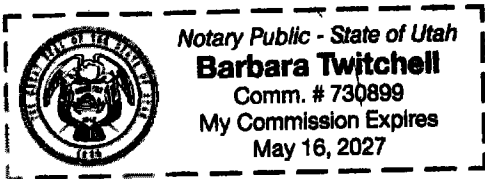
By:  manager
Melinda C. Stone, Manager

STATE OF UTAH)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 4th day of JUNE, 2024, by R. Scott Stone and Melinda C. Stone, as Managers, for and on behalf of Fieldstone A Series of the Stonewall Properties, LLC, a Utah limited liability company.

Barbara Twitchell
Notary Public

My Commission Expires:
5-16-27



ACCEPTED AND APPROVED:

ROBERT SCOTT STONE AND MELINDA CLEGG STONE, CO-TRUSTEES OF THE CORNERSTONE TRUST DATED September 25, 1997

By: Robert Scott Stone, Co-Trustee
Robert Scott Stone, Co-Trustee

By: Melinda Clegg Stone, Co-Trustee
Melinda Clegg Stone, Co-Trustee

STATE OF UTAH)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 4th day of JUNE, 2024, by Robert Scott Stone and Melinda Clegg Stone, as Co-Trustees of the Cornerstone Trust dated September 25, 1997.

Barbara Twitchell
Notary Public

My Commission Expires:
5-16-27

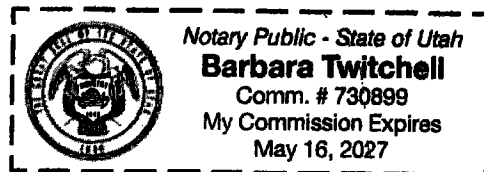


EXHIBIT "A"

Restricted Access Area

