



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

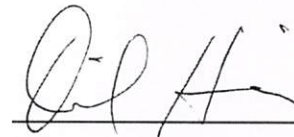
Countersigned by:


Authorized Countersignature

Professional Title Services
65 N Center Street
PO Box 615
Castle Dale, UT 84513
(435) 381-2411




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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AMERICAN
LAND TITLE
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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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AMERICAN
LAND TITLE
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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is 2, , or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2 29, Houston, Texas 252-2 29.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Professional Title Services
Issuing Office: 65 N Center Street, PO Box 615, Castle Dale, UT 84513
Issuing Office's ALTA® Registry ID: None
Loan ID Number:
Commitment Number: 24426
Issuing Office File Number: 24426
Property Address: 2960 N 10460 W, Orangeville, UT 84537
Revision Number:

1. Commitment Date: March 26, 2024 at 8:00 A.M.

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy Premium:

Proposed Insured:

(b) 2021 ALTA® Loan Policy Premium:

Proposed Insured:

TAX SALE REPORT:
**THIS REPORT IS ISSUED FOR THE BENEFIT OF THE EMERY COUNTY CLERK/AUDITOR AND TREASURER/
RECORDER FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT TO BE CONSTRUED AS A GUARANTEE OF
TITLE. NO SUCH COVERAGE IS OFFERED OR AVAILABLE AT THIS TIME.**

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Alan G Harenberg and Carole Tayler, Trustees of The Harenberg Family Cabin Trust dated February 15, 2008, subject to the interest of Carol Tayler and Alan Gerard Harenberg, as Successor Co-Trustees of the William G. Harenberg Trust, dated December 31, 1996

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds TC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds TC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Lot 3-G of what is commonly referred to as SWAZEY SHORES SUBDIVISION, more particularly described as follows: BEGINNING at a point 690 feet West and 230 feet South of the North Quarter of Section 7, Township 18 South, Range 6 East, Salt Lake Base and Meridian; and running thence West 100 feet; thence South 100 feet; thence East 100 feet; thence North 100 feet to the point of beginning.

EXCEPTING therefrom all coal in said land, with the right to prospect for, mine and remove the same.

Situate in Emery County, State of Utah.
(Tax I.D. # 04-004A-003G)

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UT ALTA Commitment for Title Insurance Schedule A (07-01-2021) wEnds TC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24426

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

FEDERAL TAXES LIEN AND JUDGMENT HAVE BEEN CHECKED AND NONE FOUND, IN THE NAMES OF Alan G Harenberg and Carole Tayler, Trustees of The Harenberg Family Cabin Trust dated February 15, 2008 and Carol Tayler and Alan Gerard Harenberg, as Successor Co-Trustees of the William G. Harenberg Trust, dated December 31, 1996 except as shown on schedule B-Section 2.

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

NOTICE TO APPLICANT: The land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are in evidenced in the Public Records. The applicant should directly contract all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH 3 OF THE CONDITIONS.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24426

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power telephone, sewer, gas or water lines, and right of way and easements thereof.
10. Tax Sale for the year 2019 in the amount of \$733.45 plus penalties and interest, as to Serial No. 04-004A-003G.
11. Tax Sale for the year 2020 in the amount of \$726.87 plus penalties and interest, as to Serial No. 04-004A-003G.

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Tax Sale for the year 2021 in the amount of \$145.57 plus penalties and interest, as to Serial No. 04-004A-003G.
13. Tax Sale for the year 2023 in the amount of \$1,698.64 plus penalties and interest, as to Serial No. 04-004A-003G.
14. Taxes for the year 2024 and subsequent years, not yet due and payable, as to Serial No. 04-004A-003G
15. The property described herein does not front on any dedicated street or right of way, and therefore lacks public access thereto.
16. The reservation of all coal in said land, with the right to prospect for, mine and remove the same, as set forth in that certain Patent recorded June 6, 1939, as Entry No. 59738, in Book A-2, at Page 369, of Official Records.
17. Covenants, conditions and restrictions set forth in that certain Restrictive Covenants, Swazey Shores Subdivision, Lower Joe's Valley, Emery County, Utah, recorded November 30, 1965, as Entry No. 174004, in Book 50, at Page 91, but omitting any restrictions based on color, race, religion, national origin or otherwise prohibited by state or federal law.
18. The remaining interest of Carol Tayler and Alan Gerard Harenberg, as Successor Co-Trustees of the William G. Harenberg Trust, dated December 31, 1996, as evidenced by the following instruments in the chain of title to said land: 1) Warranty Deed recorded June 2, 1976, as Entry No. 251294, in Book 86, at Page 615; 2) Quit Claim Deed recorded January 21, 1992, as Entry No. 330368, in Book 191, at Page 101; 3) Quit Claim Deed recorded March 28, 1997, as Entry No. 344472, in Book 230, at Page 228; 4) Affidavit of Successor Trustees recorded February 25, 2008, as Entry No. 389207; 5) Warranty Deed recorded February 25, 2008, as Entry No. 389208, of Official Records. Said trust was granted an interest in said land in the above-cited Quit Claim Deed 344472, but no conveyance from the trustees of this specific trust was found of record.
19. Covenants, conditions and restrictions set forth in that certain Declarations of Covenants and Restrictions of Swazey Shores Subdivision, Lower Joe's Valley, Emery County, Utah, recorded September 24, 2019, as Entry No. 420836, but omitting any restrictions based on color, race, religion, national origin or otherwise prohibited by state or federal law.
20. Said property lies within the boundaries of the Emery Water Conservancy District and is subject to any assessments and service charges levied thereunder.
21. Any claim by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

NOTE: THIS REPORT IS ISSUED FOR THE BENEFIT OF THE EMERY COUNTY CLERK/AUDITOR AND TREASURER/RECORDER FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT TO BE CONSTRUED AS A GUARANTEE OF TITLE. NO SUCH COVERAGE IS OFFERED OR AVAILABLE AT THIS TIME.

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UT ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut_stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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

WHAT DO/DOES THE Professional Title Services 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 Professional Title Services, and its affiliates (" N/A "), 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 Professional Title Services, 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.

| Reasons we can share your personal information | Do we share? | Can you limit this sharing? |
|---|--------------|-----------------------------|
| For our everyday business purposes — 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 |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you | Yes | No |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates 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

| | |
|---|---|
| How often do/does Professional Title Services notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do/does Professional Title Services protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| How do/does Professional Title Services collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>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.</p> |
| What sharing can I limit? | 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: Professional Title Services, 65 N Center Street, PO Box 615, Castle Dale, UT 84513

**EMERY COUNTY CORPORATION
Tax Roll Master Record**

March 29, 2024

11:17:05AM

| | |
|------------------------------------|---|
| Parcel: 04-004A-003G | Entry: 389208 |
| Name: HARENBERG,ALAN G TRUSTEE | |
| c/o Name: | |
| Address 1: 1594 SOUTH 530 EAST | Property Address N 10460 W: 2960 ORANGEVILLE Acres: 0.23 |
| Address 2: | |
| City State Zip: LEHI UT 84043-5640 | |
| Mortgage Co: | |
| Status: Active | Year: 2024 District: 009 COUNTY 0.013690 |

| Owners | Interest | Entry | Date of Filing | Comment |
|----------------------------------|----------|--------|----------------|---------|
| HARENBERG,ALAN G TRUSTEE | | 389208 | 02/25/2008 | |
| TAYLER,CAROLE TRUSTEE | | 389208 | 02/25/2008 | |
| HARENBERG FAMILY CABIN TRUST '08 | | 389208 | 02/25/2008 | |

| Property Information | 2024 Values & Taxes | | | 2023 Values & Taxes | | | |
|----------------------|---------------------|---------|---------|---------------------|---------|---------|----------|
| | Units/Acres | Market | Taxable | Taxes | Market | Taxable | Taxes |
| BS06 CABIN | 0.00 | 112,079 | 112,079 | 1,534.36 | 112,079 | 112,079 | 1,534.36 |
| LF01 MOUNTAIN LAND | 0.23 | 12,000 | 12,000 | 164.28 | 12,000 | 12,000 | 164.28 |
| LP01 LATE PENALTY | 0.00 | 0 | 0 | 0.00 | 0 | 0 | 42.47 |
| Totals: | 0.23 | 124,079 | 124,079 | 1,698.64 | 124,079 | 124,079 | 1,741.11 |

| Property Type | Year Built | Square Footage | Basement Size | Building Type |
|---------------|------------|----------------|---------------|---------------|
| BS06 CABIN | 1975 | 1,107 | | CABIN |

****** ATTENTION !! ******
 Tax Rates for 2024 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2024 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

| | | | |
|---------------|----------|--------------------------|------------|
| 2024 Taxes: | 1,698.64 | 2023 Taxes: | 1,698.64 |
| Special Fees: | 0.00 | Review Date | 08/06/2021 |
| Penalty: | 0.00 | | |
| Abatements: (| 0.00) | | |
| Payments: (| 0.00) | | |
| Amount Due: | 1,698.64 | BACK TAXES OWING! | |

| Back Tax Summary | | | | | | | |
|------------------|-----------|----------------|---------|--------------|---------------|----------------|-----------|
| Year | Principal | Specials Total | Penalty | Interest Due | Interest Rate | Total Payments | Total Due |
| 2023 | 1,698.64 | 400.00 | 42.47 | 42.56 | 10.00% | 0.00 | 2,183.67 |
| 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00% | 1,108.44 | 0.00 |
| 2021 | 145.57 | 0.00 | 0.00 | 6.88 | 7.00% | 994.16 | 152.45 |
| 2020 | 726.87 | 0.00 | 18.17 | 169.21 | 7.00% | 0.00 | 914.25 |
| 2019 | 733.45 | 0.00 | 18.34 | 247.30 | 7.75% | 0.00 | 999.09 |
| 2018 | 0.00 | 0.00 | 0.00 | 0.00 | 8.45% | 771.23 | 0.00 |
| 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 7.25% | 872.37 | 0.00 |
| 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 908.61 | 0.00 |
| 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 936.50 | 0.00 |
| 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 40.50 | 0.00 |
| 2013 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 787.50 | 0.00 |
| 2012 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 844.12 | 0.00 |
| 2011 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 628.80 | 0.00 |
| 2010 | 0.00 | 0.00 | 0.00 | 0.00 | 7.00% | 657.74 | 0.00 |
| 2009 | 0.00 | 0.00 | 0.00 | 0.00 | 6.25% | 646.75 | 0.00 |
| 2007 | 0.00 | 0.00 | 0.00 | 0.00 | 10.25% | 521.01 | 0.00 |
| Totals: | 3,304.53 | 400.00 | 78.98 | 465.95 | | 9,717.73 | 4,249.46 |

EMERY COUNTY CORPORATION
Tax Roll Master Record

March 29, 2024

11:17:05AM

| | |
|------------------------------------|-----------------------------|
| Parcel: 04-004A-003G | Entry: 389208 |
| Name: HARENBERG,ALAN G TRUSTEE | |
| c/o Name: | |
| Address 1: 1594 SOUTH 530 EAST | Property Address |
| Address 2: | N 10460 W: 2960 |
| City State Zip: LEHI UT 84043-5640 | ORANGEVILLE |
| Mortgage Co: | Acres: 0.23 |
| Status: Active | Year: 2024 |
| | District: 009 COUNTY |
| | 0.013690 |

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

LOT 3-G OF WHAT IS COMMONLY REFERRED TO AS SWAZEY SHORES SUBDIVISION, DESCRIBED AS: BEG AT A PT 690 FT W & 230 FT S, N/4 COR, SEC 7, TWP 18 S, R 6 E; W 100 FT; S 100 FT; E 100 FT; N 100 FT TO BEG. 0.23 ACRES.

X

BOOK 4 PAGE 4A
SCALE: 1" = 100'
AUGUST 24, 2023

SWAZEY SHORES

NE/4 NW/4 SECTION 7, T 18 S, R 06 E S.L.B. & M.

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE RECORDER ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY



1A- STERLING RONALD SNOW, TRUSTEE
 1B- STERLING RONALD & MARIE ELENA SNOW
 1C- STERLING RONALD & MARIE ELENA SNOW
 1D- DANIEL W CAMPBELL
 1E- DANIEL W CAMPBELL
 1F- HELEN B. GARR, ETAL
 1G- HELEN B. GARR, ETAL
 1H- HELEN B. GARR, ETAL

4A- JULIE HARRIS, SHELLY HATTRESS, & LISA MASON
 4B- DOUGLAS F & MARY P OLSEN, TRUSTEES
 4C- BOB LEE & MADELENE WILSON, TRUSTEES
 4D- TRACI BARKER
 4E- WARE, CASEY & CONNIE
 4F- SCOTT LEECH TRUSTEE, ETAL
 4G- SCOTT LEECH TRUSTEE, ETAL
 4H- RICHARD D & BONNIE MILES

2A- FREDRICKSON HOLDINGS, LLC
 2B- STERLING RONALD & MARIE ELENA SNOW
 2C- STERLING RONALD & MARIE ELENA SNOW
 2D- INVERSON FAMILY LLC
 2E- DANIEL W CAMPBELL
 2F- HELEN B. GARR, ETAL
 2G- HELEN B. GARR, ETAL
 2H- HELEN B. GARR, ETAL

5A- JOHN KEMP SNOW, ETAL
 5B- DELON & JEAN HARDY
 5C- BOB LEE & MADELENE WILSON, TRUSTEES
 5D- WARE, CASEY & CONNIE
 5E- WARE, CASEY & CONNIE
 5F- LAUREL & DAMEON JONES
 5G- LAUREL & DAMEON JONES
 5H- RICHARD D & BONNIE MILES

3A- KELLY C & SHELLY HATTRESS
 3B- DOUGLAS F & MARY P OLSEN, TRUSTEES
 3C- BUD E OR SHERRY J LOWE, TRUSTEES
 3D- RAREWOOD LLC
 3E- CHERIE ANN PIERCE & SHAWN LAVELL POWELL
 3F- GAYANN & JM C NORTON, TRUSTEES
 3G- ALAN G. HARENBERG TRUSTEE, ETAL
 3H- SCOTT & LISA MASON & NICOLE RUEFENACHT

6A- MONIQUE GALLEGOS, ETAL
 6B- MONIQUE GALLEGOS, ETAL
 6C- JAMES H HOLY, ETAL
 6D- CASEY KEN & CONNIE JEAN WARE
 6E- CASEY KEN & CONNIE JEAN WARE
 6F- SALLY ANN FLORES TRUSTEE, ETAL
 6G- SALLY ANN FLORES TRUSTEE, ETAL
 6H- CALVIN SCOTT & ANNEUSE JEWKES

| | | | | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 100' 1H 4-4A-1H 0.23 Ac. | 100' 1G 4-4A-1G 0.23 Ac. | 100' 1F 4-4A-1F 0.23 Ac. | 100' 1E 4-4A-1E 0.23 Ac. | 100' 1D 4-4A-1D 0.23 Ac. | 100' 1C 4-4A-1C 0.23 Ac. | 100' 1B 4-4A-1B 0.23 Ac. | 100' 1A 4-4A-1A 0.23 Ac. |
| 100' 2H 4-4A-2H 0.23 Ac. | 100' 2G 4-4A-2G 0.23 Ac. | 100' 2F 4-4A-2F 0.23 Ac. | 100' 2E 4-4A-2E 0.23 Ac. | 100' 2D 4-4A-2D 0.23 Ac. | 100' 2C 4-4A-2C 0.23 Ac. | 100' 2B 4-4A-2B 0.23 Ac. | 100' 2A 4-4A-2A 0.23 Ac. |
| 100' 3H 4-4A-3H 0.23 Ac. | 100' 3G 4-4A-3G 0.23 Ac. | 100' 3F 4-4A-3F 0.23 Ac. | 100' 3E 4-4A-3E 0.23 Ac. | 100' 3D 4-4A-3D 0.23 Ac. | 100' 3C 4-4A-3C 0.23 Ac. | 100' 3B 4-4A-3B 0.23 Ac. | 100' 3A 4-4A-3A 0.17 Ac. |
| 100' 4H 4-4A-4H 0.23 Ac. | 100' 4G 4-4A-4G 0.23 Ac. | 100' 4F 4-4A-4F 0.23 Ac. | 100' 4E 4-4A-4E 0.23 Ac. | 100' 4D 4-4A-4D 0.23 Ac. | 100' 4C 4-4A-4C 0.23 Ac. | 100' 4B 4-4A-4B 0.23 Ac. | 100' 4A 4-4A-4A 0.26 Ac. |
| 100' 5H 4-4A-5H 0.23 Ac. | 100' 5G 4-4A-5G 0.23 Ac. | 100' 5F 4-4A-5F 0.23 Ac. | 100' 5E 4-4A-5E 0.23 Ac. | 100' 5D 4-4A-5D 0.23 Ac. | 100' 5C 4-4A-5C 0.23 Ac. | 100' 5B 4-4A-5B 0.23 Ac. | 100' 5A 4-4A-5A 0.23 Ac. |
| 100' 6H 4-4A-6H 0.23 Ac. | 100' 6G 4-4A-6G 0.23 Ac. | 100' 6F 4-4A-6F 0.23 Ac. | 100' 6E 4-4A-6E 0.23 Ac. | 100' 6D 4-4A-6D 0.23 Ac. | 100' 6C 4-4A-6C 0.23 Ac. | 100' 6B 4-4A-6B 0.23 Ac. | 100' 6A 4-4A-6A 0.23 Ac. |

174004

STATE OF UTAH
COUNTY OF EMERY) SS
FILED AND RECORDED FOR
Vaughn Fail

NOV 30 3 32 PM '65

IN BOOK 50 PAGE 91-96
Estelle B. Johnson
COUNTY RECORDER

Edmer

81

RESTRICTIVE COVENANTS

SWAZEY SHORES SUBDIVISION

LOWER JOE'S VALLEY, EMERY COUNTY, UTAH

+++

WHEREAS, VAUGHN FAIL and ENID FAIL, husband and wife, own the following described property in Emery County, State of Utah, to-wit:

What is commonly known as Swazey Shores Sub-division presently comprising an area extending 1000 feet west and 1000 feet south of the north quarter corner of Section 7, Township 18 South, Range 6 East of the Salt Lake Meridian; and

WHEREAS, said subdivision has been subdivided into lots and streets, and said owners desire to place restrictions against the title to said real property, with the exception of the following portion of said subdivision which is hereby reserved and designated as the subdivision business area and upon which a cafe, store and other related facilities may be constructed with the general object of serving the business requirements of said subdivision:

Beginning at a point 30 feet south and 360 feet west of the north quarter corner of Section 7, Township 18 South, Range 6 East, Salt Lake Meridian, and running thence south 200 feet; thence west 200 feet; thence north 200 feet; thence east 200 feet to the place of beginning,

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title to the residential portion of the land hereinabove described, and each and every part thereof, and the undersigned owners hereby declare that the said residential land is to be held and conveyed subject to the following reservations, restrictions and covenants:

-2-

1. Each and every residential lot in the land above described shall be known as and is hereby designated as a "Residential Lot", and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two automobiles or boats. Each permanent dwelling shall have a ground floor area of 600 square feet or more.

2. No building or structure shall be erected, placed or altered on any residential building plot in this subdivision until the building plans, specifications and plot plans, showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee of Vaughn Fail, Hugh R. Brandon and Kenneth Olson, or by a representative designated by a majority of the members of said committee. In the event of the death or the resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee or such designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of

-3-

its designated representative shall cease on and after ten years. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. The owner shall be required to consult with the committee as to location of the dwelling, setbacks from streets, side and rear property lines. The location of the dwelling or any garage on the lot shall be as designated by the committee and subject to topography and trees, but in any case neither structure shall be less than 25 feet from the front property line or less than 15 feet from any side or rear property line.

4. No noxious or offensive activity or any trade or business whatsoever shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to any occupant of the remaining residential lots hereinbefore described.

5. No trailer, basement, tent, shack, garage or other out-building erected in, upon, or about any of said residential lots hereinabove described, or any part thereof, shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, with the exception that a house trailer may be utilized upon a lot as a temporary residence, provided that written authorization is first had and obtained from the building committee. Such

authorization may or may not be granted at the discretion of the committee and, if granted, shall not be valid for a period in excess of two years.

6. Unless an extension of time is granted in writing by the building committee, the construction of a permanent residence in accordance with these covenants must be commenced within five (5) years from the date of purchase of a lot from the owner and the exterior completed within eight years.

7. In the event that any subsequent owner of any of the above lots violates the provisions of paragraphs 4, 5 or 6 above, and written notice of such fact is given him, and compliance with said provisions in paragraphs 4, 5 or 6 has not been made within thirty (30) days from receipt of such written notice, the owner(s) shall have the option to repurchase any such lot for a sum equal to the original sale price by him (them).

8. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described, or part or portions of said residential lots.

9. A sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling on each such residential lot prior to the time each such dwelling is occupied.

10. If the parties claiming any interest in said residential lots, or any of them or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or

corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

11. The covenants and restrictions imposed hereby shall cease and terminate thirty five (35) years from the date hereof.

12. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof.

IN WITNESS WHEREOF, the undersigned owners have caused these presents to be signed this 1st day of November, 1965.

Vaughn Fail
Enid Fail

STATE OF UTAH)
 : ss
COUNTY OF EMERY)

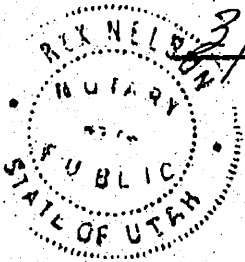
Personally appeared before me this 30 day of November, 1965, VAUGHN FAIL and ENID FAIL, husband and wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

3/2/1968

Rex Nelson
Notary Public

Residence Huntington, Utah



700

4-4A-3G

101

Recorded at the Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref: _____
Mail tax notice to William G. Harenberg Address 1814 Parley's Canyon, Salt Lake City, Utah 84106

QUIT - CLAIM DEED

William Harenberg and Edith J. Harenberg, grantors
of Salt Lake City, Salt Lake County, State of Utah, hereby QUIT
CLAIM to:

William G. Harenberg, Trustee of the William G. and Edith J.
Harenberg Joint Trust dated the 25th day of November, 1991,
grantee,
of Salt Lake City, Salt Lake County, State of Utah for the sum of
Ten Dollars (\$10.00) and other good and valuable consideration, the
following tract of land in Emery County, State of Utah:

LOT 3-G, SWASEY SHORES SUBDIVISION, SEC 7, TWP 18 S, R 6 E, JOES
VALLEY.

Witness the hand of said grantors, this 9 day of
Jan, 1991.

William Harenberg
William Harenberg

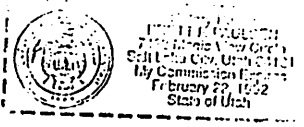
Edith J. Harenberg
Edith J. Harenberg

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 9 day of Jan, 1991, personally appeared
before me, William Harenberg and Edith J. Harenberg, the signers of
the foregoing instrument, who duly acknowledged to me that they
executed the same.

[Signature]
Notary Public

My Commission Expires:



1

STATE OF UTAH
COUNTY OF EMERY SS
FILED AND RECORDED FOR
92 JAN 21 PM 3 16
330368
IN BOOK 181
PAGE 101

When recorded return to:

Mail tax notice to:

Brett F. Paulsen
P.O. Box 2465
Salt Lake City, Utah 84110-2465

William G. Harenberg, Trustee
1814 Parley's Canyon Blvd.
Salt Lake City, Utah 84106

QUIT-CLAIM DEED

WILLIAM G. HARENBERG, Trustee of the William G. and Edith J. Harenberg Joint Trust, dated November 25th, 1991, Grantor, hereby QUIT-CLAIMS to WILLIAM G. HARENBERG, as Trustee of the William G. Harenberg Trust, dated December 31, 1996, Grantee, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the following described tract of land in Emery County, State of Utah:

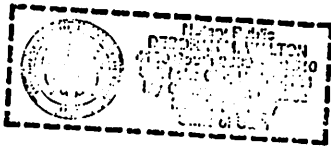
LOT 3-G, SWASEY SHORES SUBDIVISION, Section 7, Township 18 South, Range 6 East, JOES VALLEY, of record and on file in the records of the Emery County Recorder, State of Utah.

WITNESS the hand of said Grantor this 7th day of January, 1997.


William G. Harenberg, Trustee, Grantor

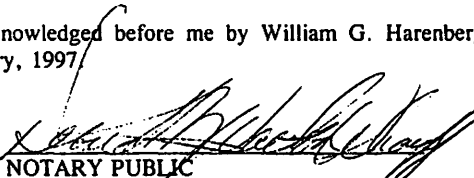
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by William G. Harenberg, Trustee, Grantor, on the 7th day of January, 1997.



134825

Not Legible For Microfilming


NOTARY PUBLIC

E 344472 B 0230 P 228
DATE 28-MAR-1997 11:04AM
FEE: 10.00 CHECK
DIXIE SWASEY, RECORDER
FILED BY: DKS
FOR RICHARDS, BRANDT, MILLER
EMERY COUNTY CORPORATION

C

AFFIDAVIT OF SUCCESSOR TRUSTEES

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

COMES NOW, Carol Tayler and Alan Gerard Harenberg, first being duly sworn upon oath depose and state:

1. The undersigned are citizens of the United State, of the age of majority and are residents of the State of Utah.

2. Carol Tayler and Alan Gerard Harenberg are successor co-trustees of the William G. Harenberg and Edith J. Harenberg Joint Trust dated the 25th day of November, 1991, of which the sole original trustee was William G. Harenberg.

3. Carol Tayler and Alan Gerard Harenberg are also the successor co-trustees of the William G. Harenberg Trust dated December 31, 1996, of which the sole original trustee was William G. Harenberg.

4. William G. Harenberg died on the 27th day of November, 2002. His death is evidenced by the attached Utah State Division of Health Death Certificate No. 18-5632.

5. William Gerard Harenberg whose death is evidenced by the attached Certificate of Death, is one and the same person as that certain William G. Harenberg, the (trustee) Grantee of the following described parcel of real property located in Emery County, Utah, specifically described as follows:

Lot 3-G of what is commonly referred to as Swazey Sores Subdivision, Described as: BEG AT A PT 690 FT W & 230 FT S, N/4 COR, SEC 7, TWP 18 S, R 6 E; W 100 FT; S 100 FT; E 100 FT; N 100 FT TO BEG. 0.23 ACRES.

Serial No. 04-004A-003G.

6. That under and by virtue of the TRUST AGREEMENT, CAROL TAYLER and ALAN GERARD HARENBERG are the successor Trustees of the above described property.

Dated this 21st day of February, 2008.

Carol Tayler
CAROL TAYLER

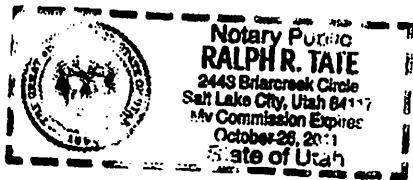
Alan Gerard Harenberg
ALAN GERARD HARENBERG

The foregoing instrument was acknowledged before me this 4 day of February 2008 by CAROL TAYLER.



[Signature]
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this 26th day of February, 2008 by ALAN GERARD HARENBERG.



[Signature]
NOTARY PUBLIC

STATE OF UTAH
 CERTIFICATE OF VITAL RECORD

STATE OF UTAH - DEPARTMENT OF HEALTH
 18-5632
 CERTIFICATE OF DEATH

LOCAL FILE NUMBER: 18-5632

1. NAME OF DECEASED: FIRST MIDDLE LAST: WILLIAM GERARD HARBENBERG
 2. SEX: Male
 3. DATE OF BIRTH (MO, DAY, YR): April 15, 1912
 4. DATE OF DEATH (MO, DAY, YR): November 27, 2002
 5. AGE - Last Birthday: 90
 6. PLACE OF BIRTH (MO, DAY, YR): Salt Lake City, Utah
 7. SOCIAL SECURITY NUMBER: 528-03-4747
 8. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY: St. Mark's Hospital
 9. COUNTY OF DEATH: Salt Lake
 10. MARRIAGE STATUS: 1. Never Married
 11. RESIDENCE - STREET AND NUMBER: 1814 Parley's Canyon Blvd., Salt Lake City, Utah
 12. ZIP CODE: 84106
 13. WAS DECEASED OR HISpanic ORIGIN: 1. Yes
 14. RACE - Black, White, Am. Indian (Who may be entered), Japanese, etc. (Specify): Caucaasian
 15. MOTHER'S NAME (First, Middle, Last): Matla Jansen
 16. FATHER'S NAME (First, Middle, Last): William G. Harbenberg
 17. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: DAUGHTER: Gayle Katchner / 1810 East Parley's Canyon Blvd. / Salt Lake City, UT 84106
 18. METHOD OF DISPOSITION: 1. Burial
 19. DATE OF DISPOSITION: Dec. 3, 2002
 20. PLACE OF DISPOSITION (Name of cemetery, church, or other place): Larkin Sunset Gardens, Sandy, Utah
 21. FUNERAL HOME (Name and address): Larkin Sunset Gardens, Sandy, Utah
 22. LICENSE NUMBER: 95-270963
 23. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 11/27/2002
 24. CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner as stated.
 25. SIGNATURE AND TITLE OF CERTIFIER: [Signature] M.D.
 26. NAME AND ADDRESS OF PERSON WHO CENTERED THE CAUSE OF DEATH (Item 21) (If certified): [Signature] M.D.
 27. LICENSE NUMBER: 34913-1205
 28. DATE REGISTERED OR DEATH: December 10, 2002
 29. REGISTRAR'S SIGNATURE: [Signature]
 30. DATE REGISTERED OR DEATH: December 10, 2002

31. PART I. ENTER THE DISEASE, INJURY, OR COMPLICATION THAT CAUSED THE DEATH. DO NOT ENTER THE MOOD OR DREAM, SUCH AS CADUAC OR NEUROPSYCHIC AFFECT, SHOCK OR HEART FAILURE, LIST ONLY ONE CAUSE ON EACH LINE.
 IMMEDIATE CAUSE (Final disease or condition resulting in death):
 a. DISEASE: [Blank]
 b. INJURY: [Blank]
 c. DUE TO OR AS A CONSEQUENCE OF: [Blank]
 d. DUE TO OR AS A CONSEQUENCE OF: [Blank]
 e. DUE TO OR AS A CONSEQUENCE OF: [Blank]

32. PART II. OTHER IMPORTANT CONDITIONS CONTRIBUTING TO DEATH (but not resulting in the underlying cause given in Part I):
 1. Probably contributed to the cause of death.
 2. Was the underlying cause of death.
 3. Did not contribute to the cause of death.
 33. WAS AN AUTOCAST? 1. Yes
 34. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? 1. Yes
 35. DATE OF INJURY (MO, DAY, YR): [Blank]
 36. TIME OF INJURY (24 Hour Clock): [Blank]
 37. PLACE OF INJURY (Street or rural route number, city or town, county and state): [Blank]
 38. INJURY ATWORK? 1. Yes
 39. INJURY ATWORK? 1. Yes
 40. LOCATION (Street or rural route number, city or town, county and state): [Blank]
 41. IF MOTOR VEHICLE ACCIDENT (Specify if driver, passenger or pedestrian): [Blank]
 42. DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. List type of injury if entered in item 31): [Blank]

USE PERMANENT BLACK INK



DATE ISSUED: APR 10 2007

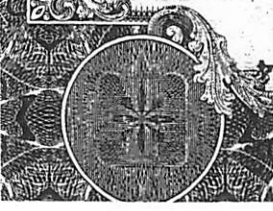
This is an exact reproduction of the document registered in the State Office of Vital Statistics. Security features of this official document include: Intaglio Border, V & R Images in top cyclods, ultra violet fibers and hologram image of a hawk over the word valid. This document displays the date, seal and signature of the State Registrar of Vital Statistics. Updated Utah State Seal replaces hawk over valid for authenticity.

061085541



Barry E. Nangle
 State Registrar

UTAH DEPARTMENT OF HEALTH
 Office of Vital Records & Statistics
 Salt Lake City, Utah



AFFIDAVIT FOR CORRECTION

This is a legal document. Complete in black ink and do not alter.

ANY CHANGES MADE BELOW VOID THIS CERTIFICATE. A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.

All vital records are registered as received. Corrections must be made by affidavit. An item on the birth or death certificate may be corrected by affidavit only once; a court order will be required for subsequent corrections.

There is no processing fee for affidavits registered within one year of the date of the event. After one year from the date of the event, there is a fee for filing the affidavit which includes one replacement copy. Affidavits completed within 90 days of issuance may be given credit for monies previously paid. (Multiple copies may require an additional fee.)

**PLEASE RETURN ALL COPIES WITH ONE COMPLETED AFFIDAVIT WITHIN 90 DAYS FOR REPLACEMENT TO:
UTAH DEPT. OF HEALTH, OFFICE OF VITAL RECORDS AND STATISTICS, P O BOX 141012,
SALT LAKE CITY, UT 84114-1012**

| BIRTH CERTIFICATES | |
|---------------------------|---|
| 1. | List the facts exactly as stated on the reverse side. Opposite each item, correct the information as it should have been stated at the time of the birth. |
| 2. | <u>Who may sign the affidavit for corrections:</u> If the person listed on the record is under 18, both parents listed on the record. If the person listed on the record is 18 he/she must sign as one of the witnesses, unless mentally incompetent or physically incapacitated. Parents or other older relatives are preferred witnesses for the second signature. If no father is listed on the record, an older relative of the mother of legal age may sign. The signatures <u>must be notarized</u> . |
| 3. | The parent(s) may add or correct the surname from that listed on the record until the child's first birthday without proofs. The first, and/or middle name can be corrected or added without proofs until the child's sixth birthday. |
| 4. | If the child is under the age of six and there is no father listed on the record, the child's surname may be corrected to match the mother's maiden name without documentation. |
| 5. | Minor corrections in spelling or parents' information may be corrected anytime. Some corrections may require documentary proof. |
| 6. | This affidavit cannot be used to add a father to or correct medical information on a birth certificate. |

| DEATH CERTIFICATES | |
|---------------------------|--|
| 1. | If corrections to non medical information are not being made by the Funeral Home, the Informant MUST sign as a witness along with an older relative of the decedent, or another person who is knowledgeable of the facts. |
| 2. | The medical information (Cause of Death) may only be corrected by the certifying physician or the Medical Examiner. |

BIRTH
 DEATH
 STILLBIRTH

| LOCAL FILE NUMBER | | STATE FILE NUMBER |
|---|--|--|
| NAME AS REPORTED ON REVERSE | 1a. FIRST NAME _____ 1b. MIDDLE NAME _____ 1c. LAST NAME _____ | |
| STATEMENT OF CORRECTIONS | 2a. FACTS EXACTLY AS STATED ON THE ORIGINAL RECORD _____ _____ _____ _____ _____ _____ | 2b. CORRECT INFORMATION _____ _____ _____ _____ _____ _____ |
| WHY IS CHANGE NECESSARY? | 3. _____ | |
| PROOFS USED TO AMEND RECORD | 4. _____ | |
| OATH OF FIRST WITNESS (MUST BE 18 OR OLDER) | I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct. 5. SIGNATURE OF WITNESS _____ 6. DATE SIGNED _____ 7. AGE OF WITNESS _____ 8. DAYTIME TELEPHONE # OF WITNESS () _____ 9. ADDRESS OF WITNESS (Street, City, State, Zip) _____ 10. RELATIONSHIP TO PERSON IN 1a: Self Parent/Guardian Spouse Funeral Director Informant Other (Specify) _____ | Subscribed & Sworn to before me this ____ day of ____ 20____ Notary Public _____ My Commission expires _____ S E A L |
| OATH OF SECOND WITNESS (MUST BE 18 OR OLDER) | I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct. 11. SIGNATURE OF WITNESS _____ 12. DATE SIGNED _____ 13. AGE OF WITNESS _____ 14. DAYTIME TELEPHONE # OF WITNESS () _____ 15. ADDRESS OF WITNESS (Street, City, State, Zip) _____ 16. RELATIONSHIP TO PERSON IN 1a: Self Parent/Guardian Spouse Funeral Director Informant Other (Specify) _____ | Subscribed & Sworn to before me this ____ day of ____ 20____ Notary Public _____ My Commission expires _____ S E A L |
| UDOH-OVRS REV. 02/06 | | |

REGISTRARS USE ONLY: Number of Certificates Replaced: _____ Initials: _____ Date: _____

ALAN HARENBERG
1594 So 530 E
LEHI, UT 84043

Ent 420836 Page 1 of 3
Date: 24-SEP-2019 10:52:56AM
Fee: \$40.00 Check Filed By: MF
CONNIE JENSEN, Recorder
EMERY COUNTY CORPORATION
For: HARENBERG, ALAN

**DECLARATIONS OF COVENANTS AND RESTRICTIONS OF
SWAZEY SHORES SUBDIVISION
LOWER JOE'S VALLEY, EMERY COUNTY, UTAH**

The Owner(s) of residential lots in the property described below commonly known as Swazey Shores Subdivision create and declare the following restrictions to be the covenants to the residential portion of the land situated in Lower Joe's Valley, Emery County, Utah more particularly described as follows:

4.4a-3g An area extending 1000 feet West and 1000 Feet South of the North Quarter Corner of Section 7, Township 18, South, Range 6 East of the Salt Lake Meridian.

Lot #3G

The undersigned Owner(s) hereby declare that the said residential land is to be held and conveyed subject to the following reservations, restrictions and covenants:

1. Any dwellings built are to be no more than two (2) stories high and must be 25 feet from the property line. It is the responsibility of each property owner to keep their property free from any debris that would be a fire hazard or a nuisance to their neighbors.
2. A sewage system must be constructed in accordance with the requirements of the Utah State Department of Health, and shall be installed to serve each dwelling on each residential lot prior to the time such dwelling is occupied.
3. Each dwelling constructed will pay a hook-up fee of \$250 to hook onto the main water line and a will pay \$40 fee to have the water line brought to the edge of their property.

4. Each property owner will be assessed a \$50 yearly maintenance fee for EACH lot owned and will be subject to change according to the needs of the subdivision.
5. All ATV's (4-wheelers, dirt bikes, etc.) will stay on designated roads and will not cross over on another owner's property without the owner's permission and will not drive across any empty lots. The restricted speed limit of 10 mph must be adhered to at all times.
6. Absolutely no firearms are to be discharged inside the complex, including the use of BB guns and pellet guns.
7. If there comes a time that an owner needs to park any vehicle on the side of the road in the complex, owners must make sure that other owners will have enough room to pass in order to get to their own property or destination.
8. No outside watering is allowed on holiday weekends or when the complex is full in order to preserve the use of the water for all Owner(s).
9. Each property Owner must shut off the water valve on their property EACH time they leave to prevent their property from flooding if a line breaks or if repairs need to be done.
10. If any Owner brings with them pets, horses, etc. the pets must be kept on the owners own property and must not be a nuisance to the other owners. The owner should always be aware of any cleanup of their animals that needs to be done before leaving their cabin.
11. Trailers must be set up on the owners own property unless they specifically receive permission from another owner.

- 12. Owners can run their generators after 10:00 p.m. but all outside activities will be kept at a minimum between the hours of 10:00 p.m. and 6:00 a.m.
- 13. The provision of this Declaration shall be binding to the current Owner and their successors and assigns.
- 14. This Declaration shall be recorded in the office of the Emery County Recorder, Castle Dale, Utah.

IN WITNESS WHEREOF, by their signature below, the Owner(s) agree to abide by these covenants and restrictions.

Alan Stenberg Lot # 35 Date: 9/23/19
 OWNER
 _____ Lot # _____ Date: _____
 OWNER

VERIFICATION

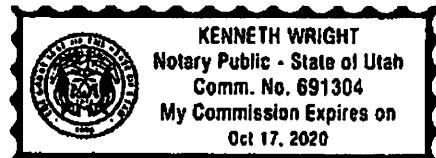
STATE OF UTAH)
):ss.
 COUNTY OF Utah)

The Signer(s) of the foregoing Declarations of Covenants and Restrictions of Swazey Shores Subdivision duly acknowledged to me that they/he/she executed the same.

SUBSCRIBED AND SWORN to before me this 23 day of Sep ^{2019 kw} ~~2014~~

[Signature]

 NOTARY PUBLIC



2024 TAX SALE MAILING LIST
SERIAL NUMBER 04-004A-003G
RE: HARENBERG, ALAN G TRUSTEE

1. Alan G. Harenberg and Carole Tayler
Trustees of The Harenberg Family Cabin Trust
1594 South 530 East
Lehi, UT 84043-5640
2. Carol Tayler and Alan Gerard Harenberg
Trustees of the William G. Harenberg Trust
1594 South 530 East
Lehi, UT 84043
3. Alen G. Harenberg
8793 McGinnis Lanes
West Jordan, UT 84081
4. Carol Tayler
1224 Beverly Way
Bountiful, UT 84010