



W3005587

When recorded return to:

EH 3005587 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
25-SEP-19 1249 PM FEE \$40.00 DEP ZG
REC FOR: WOODMERE

**DECLARATION OF EASEMENTS, COVENANTS,
RESTRICTIONS AND MAINTENANCE AGREEMENTS**

THIS DECLARATION, is made, on the date indicated, by Woodmere Homes, L.C., a Utah Limited Liability Company, hereinafter referred to as "Declarant", being the owner of real property located in Weber County, State of Utah:

WITNESSETH:

WHEREAS, "Declarant" is the owner of the real property referred to herein which is more particularly described as:

All of Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 17A, 17B, 18A, 18B, 19A, 19B, 20A and 20B,
Yulisa Estates, West Haven City, Weber County, Utah,
according to the official plat thereof.

Tax Parcel Numbers: 15-700-0001-0010 and 0022-0029

"Declarant" desires that the described property be subject to certain terms, conditions and stipulations which serve to benefit the respective owners, guests, invitees and lenders who hold a security interest in the real property described herein and to preserve the integrity and the values of the "Subject Property". The contents of this agreement are specifically made for the use of, the maintenance and repair of a common driveway and for the maintenance and repair of a common party wall which defines the common boundary lines between abutting properties. The location of the common boundary lines between abutting properties is defined as the centerline of a driveway and the centerline of a common wall which are defined and established on the Dedication Plat of Yulisa Estates, prepared by Gardner Engineering, a licensed professional land surveyor which is recorded with the Weber County Recorder of the State of Utah as Entry Number 3005586 in Book 86 at Page 33 of plats.

"Declarant", as the owner in fee simple of the "Subject Property", does hereby create the following easements, covenants and restrictions and maintenance agreements which will serve to benefit and burden the "Subject Property".

1. EASEMENTS:

- a) The driveway which is to be used by abutting property owners is Twenty, (20), feet in width. Ten, (10), feet of the driveway is located on each property. The entire driveway, may be used by each of the abutting property owners, their guests, invitees, employees, mechanic's, contractors and suppliers in accordance with the terms, conditions and stipulations of this agreement.
- b) "Declarant", reserves, declares, creates, conveys, assigns and deeds, for the benefit of abutting lot owners, their guests, invitees, employees, mechanic's, contractors, suppliers, a non-exclusive and reciprocal easement, on, over and across, the common driveway, shared by abutting property owners, for the purpose of providing and permitting pedestrian and vehicular ingress, egress and cross-access to the public roads, streets or rights of way and for the maintenance, repair or replacement of utilities which may be located on, over or underneath the driveway as specified and dedicated as easement estates.
- c) "Declarant" reserves, declares, creates, conveys, assigns and deeds the aforesaid easement, predicated and conditioned upon the following:
 - aa. The driveway is owned by private parties and there is no intent to convey the easement estate to governmental entity for the repair, alteration, replacement or maintenance of the driveway as a public street.
 - bb. The cost of repair, alteration, replacement or maintenance of the right of the driveway will be shared equally between abutting property owners, unless such repair, alteration, replacement or maintenance of the driveway is required as a result of the negligent act or acts of either abutting property owner, their guests, invitees, successors or assigns. In the event that the repair, replacement, alteration or maintenance of the driveway is required as a result of the acts of an abutting property owner, its guest, invitees, the offending party will be the required party to repair, replace, alter or restore the driveway.
 - cc. Abutting property owners, their guest, invitees, successors and assigns will not park, store or locate on the driveway, vehicles, equipment or materials which would impair the use of the driveway by the other abutting property owner, or impede the use of the driveway by emergency vehicles or equipment, including but not limited to utility vehicles, medical, fire, police or other emergency equipment or personnel.

This agreement may only be amended by a written agreement executed by the, the then owners of the real properties described herein.

This agreement entered into by the respective parties, of their own free will and accord, under no duress either expressed or implied. This agreement shall be governed by the laws of the State of Utah. In the event that any item stipulated herein should be in conflict with any law of the State of Utah, only that portion which is in conflict shall be removed, all other terms and conditions shall survive.

In the event that any of abutting property owners of the "Subject Property" should default in compliance with the terms of this agreement, it is agreed that the offended party or parties will be entitled to reimbursement for costs expended to perfect this agreement, including any fees expended to obtain a court decree, including but not limited to attorneys fees and court costs.

The easements, restrictions, covenants and conditions stipulated to herein and the rights, obligations and benefits derived thereby shall create benefits, burdens and servitudes which will run with the land. The agreements, terms, conditions and stipulations agreed to herein shall bind and inure to the benefit of the owners of the "Subject Property", their successors, respective heirs, representatives, lessees and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

IN WITNESS WHEREOF, the "Declarant" has executed this Declaration as of the day and year first acknowledged by a Notary Public.

Woodmere Homes, L.C., a Utah Limited Liability Company

by: [Signature] Manager 9-24-19
Joshua Lynch--Member/Manager Date

State of Utah
County of Weber

On this the 24 day of September 2019, personally appeared before me, Joshua Lynch as Member/Manager of Woodmere Homes, L.C., a Utah Limited Liability Company, who duly acknowledged to me that he executed the same in the capacity stated and in accordance with the operating agreement of said limited liability company.

[Signature]
Notary Public

