

*all weaver meadows #1*

*11-55-0101 thru 0134*

WHEN RECORDED RETURN TO:  
Jeffery I. Taylor  
17 East Winchester Street, Suite #200  
Murray, Utah 84107

*11-077-0063*

E 1969111 B 3493 P 1153  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 MAR 10 3:58 PM FEE 86.00 DEP MJW  
REC'D FOR MERIDIAN TITLE COMPANY

**DECLARATION OF PROTECTIVE COVENANTS  
WEAVER MEADOWS SUBDIVISION**

This DECLARATION OF PROTECTIVE COVENANTS FOR THE MEADOWS is made and executed by Perry Development, LLC, of 17 East Winchester Street, Suite #200, Murray, Utah 84107, (hereinafter referred to as the "Declarant").

**RECITALS**

1. This Declaration of Protective Covenants affects that certain real property located in the City of Layton, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").
2. Declarant is the owner of the Tract.
3. Declarant has constructed, or is in the process of constructing, a residential subdivision upon the Tract.
4. There is a unique Landscape Easement which requires or will require common care, management, and control.
5. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.
6. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.
7. The Declarant desires that the subdivision be known as "Weaver Meadows"
8. The streets in the subdivision shall be dedicated to Layton City.
9. The Declarant desires that the Tract shall be subject to the protective covenants herein recited.
10. The Declarant desires, by filing this Declaration of Protective Covenants, to submit the WEAVER MEADOWS SUBDIVISION and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

## AGREEMENT

NOW, THEREFORE, the Declarant does hereby established the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

### ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Assessment shall mean and refer the allocation of Common Expenses among the Lot Owners or maintenance charge which each Lot or Lot Owner, by virtue of his acceptance of a deed or other document of conveyance thereto, is obligated to pay.

2. Association shall mean and refer to the association of all the Lot Owners taken as, or acting as, a group in accordance with this Declaration.

3. Board of Trustees shall mean and refer to the group of neighbors who own Lots in the Subdivision and volunteer and are elected or appointed to (a) administer the Declaration, (b) manage the Common Elements (including the Landscape Easement and Entry Monument), and (c) operate the Association.

4. Business and Trade are terms which shall be constructed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.

5. Common Elements shall mean and refer to all common features and elements in the Community, including by way of illustration but not limitation the Landscape Easement, Entry Monument, power pedestal, and other common improvements of a less significant nature.

6. Common Expense shall mean and refer to: (a) All sums lawfully assessed against the Lot Owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as Common expenses by the Association; and (d) Expenses declared common expenses by the Project Documents.

7. Community shall mean and refer to the WEAVER MEADOWS SUBDIVISION.
8. Declaration shall mean and refer to this DECLARATION OF PROTECTIVE COVENANTS FOR WEAVER MEADOWS.
9. Entry Monument shall mean and refer to the entry monument at the entrance to WEAVER MEADOWS.
10. Landscape Easement shall mean and refer to the strip of land within the Community between the sidewalk and fence running parallel to the future Arterial Street with particularity on Exhibit B attached hereto and incorporated herein by this reference.
11. Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.
12. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
13. Majority shall mean and refer to those eligible person or votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
14. Map shall mean and refer to record of Survey Map.
15. Member shall mean and refer to each Lot Owner who, by virtue of his acceptance of a deed or other document of conveyance to a Lot, is a member of the Association, unless the context clearly requires otherwise.
16. Owner shall mean and refer to Lot Owner.
17. Project shall mean and refer to WEAVER MEADOWS SUBDIVISION.
18. Project Documents shall mean and refer jointly and severally to this Declaration , By-Laws, Record of Survey Map, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.
19. Property shall mean and refer to the Land, real estate, or real property which is

submitted to this Declaration.

20. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder. The Map will show the location of the Lots, Landscape Easement, Entry Monument, and other Common Elements.

21. Street or Streets shall mean and refer to the roads within WEAVER MEADOWS.

22. Survey Map shall mean and refer to the Record of Survey Map.

23. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

## ARTICLE II. SUBMISSION

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit "A," attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every Common Elements improvement, necessary utility easements for equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements and utility related improvements such as equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

There is hereby created a blanket easement upon, across, over and under the Property for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the Property, provided that all such services shall be placed underground. Notwithstanding anything to the contrary contained in this

section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property in such a way as to unreasonably encroach upon or limit the use of Common Elements or any structure thereon. In the initial exercise of easement rights under this section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right, power and authority to grant such easement on said property without conflicting with the terms hereof.

### ARTICLE III. AREA OF APPLICATION AND EXPANSION OF PROJECT

1. This Declaration shall apply to all the Property and to any other real estate annexed in the manner set forth below.

2. The Declarant shall have the right to expand the application of this Declaration to other real estate by written amendment or supplement to this Declaration duly recorded, and without additional Owner approval required. This may be done from time to time, at different times and in any order, without limitation, although the Declarant is not obligated to expand the Project. Any expansion shall be accomplished by the filing for record by Declarant in the Office of the County Recorder of Davis County, Utah, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Lots, together with a Supplemental Record of Survey Map or Maps containing the same information with respect to the new Lots as was required on the original Record of Survey Map. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion. Upon recording the Supplemental Map and/or Declaration in the Office of the County Recorder of Davis County, the new Lots (and any new Common Elements) shall be considered subject to all protections, terms, covenants, conditions, and restrictions of this Declaration.

### ARTICLE IV. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. This is a residential subdivision and all Lots must be used exclusively for residential purposes, which includes both the architecture and appearance of the buildings and the nature of their use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling. The plans for any homes built on the Project by a builder other than the Declarant, Perry Homes, Inc., Perry Homes Utah, Inc. or any affiliate or related companies of any of the foregoing must be approved by the Declarant in writing prior to the commencement of construction. Any homes built by Declarant, Perry Homes, Inc., Perry Homes Utah, Inc. or any affiliate or related companies of any of the foregoing shall be deemed approved and shall not be subject to any further review by the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the front building setback line unless similarly approved.

3. Dwelling Cost, Quality and Size. Declarant shall determine the quality, size and cost of each home constructed upon a Lot.

4. Location of Dwelling. The Declarant shall determine the location of a home upon a Lot, which must be within the Buildable Area designated on the Map.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten (10') feet of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

6. Prohibited Activities. No noxious or offensive activity shall be carried on in, on or about any Lot. Nothing shall be done or omitted on a Lot or the Common Elements which may be or may become an annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:

1. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Elements, including the Landscape Easement;

2. The storage of any item, property or thing that will cause any Lot or the Common Elements to appear to be in an unsightly, unclean, unhealthy, or untidy condition or that will be noxious to the senses.

3. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any Lot or the Common Elements that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

4. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order;

5. The maintenance of any plants, animals, devices or things of any sort

whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the neighborhood by other residents, their guests, visitors or invitees; and

6. The drying of clothes or storage of any articles which are unsightly (in the sole opinion of the Declarant and the Association) will not be permitted unless in enclosed areas designed for such purposes.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile Homes, pre-fabricated homes, or homes built off the Property are permitted.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than 2'x2' square feet advertising the property For Sale or For Rent except signs used by Declarant to advertise the property during the construction and sales period may be as large as deemed appropriate by the Declarant.

9. Pets, Animals, Livestock and Poultry. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. UP to two (2) domestic pets per unit are allowed; provided, however, pets must be properly licensed and registered (if required) with the appropriate governmental agencies, owners may be required to pay a deposit to the Board of Trustees, obtain a certificate of registration from the Association, and abide by all local ordinances and pet rules and regulations adopted from time to time. Pets may not create a nuisance. The following acts may constitute a nuisance; (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Elements area must be in a cage or on a leash and under the control of a responsible person.

10. Garbage and Refuse Disposal. No Lots shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot and its abutting street are to be kept free of rubbish, trash, refuse, garbage, waste, litter, weeds and other similar items by the Lot owner.

11. Unightly Materials and Objects. No unsightly materials, items, objects or things which impair the aesthetics or value or use or utility of the Project are to be stored on any Lot in view of the general public.

12. Sight Distance at Intersections. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half (3.5') feet.

16. Parking and Storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:

1. No damaged (in excess of \$1,000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any Lot or adjacent street for more than forty-eight (48) hours.

2. No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked on the front yard setback of any Lot, or within the side yard building setback on the street side of a corner Lot, or on the residential street except while loading or unloading (no more than forty-eight (48) hours or more than one (1) time during any seven (7) day period), or engaged in transportation.



3. No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks over three (3) quarter ton capacity, boats and watercraft, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner Lot.

4. No motor or any other transportation device of any kind may be parked or stationed in a fire lane or in a red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any Lot, driveway, street, or other transportation device.

5. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

6. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

7. Any violations of Layton City ordinances are expressly prohibited.

17. Pools, Spas, Game Courts, and Batting Cages. Pools, spas, game courts, and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.

18. Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

19. Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types regardless of size.

20. Energy Conservation Equipment. Subject to the requirements of U.C.A., 17-27-901, no solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on a Lot without the prior written consent of the Declarant and/or Association.

21. Business Use No commercial trade or business may be conducted in or from any Lot unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning

requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Project, as may be determined in the sole discretion of the Declarant and/or Association.

22. Insurance. Nothing shall be done or kept in, on or about any Lot or the Common Elements which may have result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.

23. Laws. Nothing shall be done or kept in, on or about any Lot or the Common Elements, or any part thereof, which would be a violation of any statute, rule, Law, Ordinance, regulation, permit or other validly imposed requirement of any governmental body.

24. Damage or Waste. No damage to or waste of the Common Elements shall be committed by any Lot Owner, his family members, friends, guests, visitors or invitees. Each Lot Owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss resulting from any such damage or waste caused by that Lot Owner or his family members, guests, visitors or invitees; provided, however, that any invitee, guest or visitor of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

25. Maintenance. The Lots and Common Elements, including without limitation the Landscaping Easement and Entry Monument, shall be maintained in a usable, clean, functional, aesthetic, attractive and good condition.

26. Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of the landscaping on his Lot. The Association is responsible for the landscaping and maintenance of the Common Elements, including without limitation the Landscaping Easement and Entry Monument. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with community standards, as determined by the Association. Specific guidelines and restrictions on landscaping may be established by the Board of Trustees from time to time. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic consideration are important and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot or the Common Elements, or to detract from the uniform design and appearance of the Project.

27. Default in Fulfillment of Landscaping Obligation. If any Lot Owner fails to fulfill

his landscaping obligations, including without limitations the Common Elements, and fails to cure the default within thirty (30) days after written notice, the Board of Trustees shall have the right, but not the duty, without further notice or warning to perform the maintenance and the cost thereof shall constitute the Individual Assessment of that Lot Owner.

28. Storage of Commercial Equipment. No Lot shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or business except as permitted by this Declaration or county codes for a residential area and then it should be stored out of the general view.

29. Subdivision of Lots. No Lot Owner shall at any time be permitted to subdivide or attempt to subdivide his Lot.

30. Pipeline Right-of-Way. Certain lots and areas within the subdivision are crossed by a 16.5 foot wide right-of-way and easement owned by the Chevron Pipe Line Company ("CPL") which has two high pressure pipelines containing petroleum products. The specific location of the pipeline right-of-way is shown on the recorded plat of the subdivision. In order to ensure the safety of residents of the subdivision, the continued safe and uninterrupted operation of the pipelines, and allow CPL the right to exercise its rights under the right-of-way with minimum interference or problems, owners of lots that are adjacent to or crossed by the outer boundary of the pipeline right-of-way shall comply with the following requirements:

(a) No building, building overhang, foundation, or other structure or physical improvement of any type which, in CPL's opinion, unreasonably impedes or hampers CPL's access to the pipeline may be located or constructed at any time within the pipeline right-of-way;

(b) The construction of any structure or improvement on any lot or Common Element burdened by a right-of-way shall be diligently undertaken by the Owner with due care and in accordance with sound design, engineering and construction practices, and in a manner which will not unreasonably interfere with CPL's rights in the right-of-way;

(c) No buried utility lines shall be installed across the pipeline right-of-way and no asphalt, concrete, or other hard surface, driveway, or road, or any other major modification of the surface of the pipeline right-of-way shall be constructed without prior notice to and consultation with CPL;

(d) Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than twelve (12) inches beneath the surface at all times;

(e) CPL shall have the right to mark the location of its pipelines at any time for any reason with markers presently or routinely used by CPL in residential area;

(f) No excavation, digging, grading, or use of heavy machinery may take place on CPL's right-of-way without adequate prior notice to CPL, and at a minimum without prior notice in accordance with provisions of State or local Underground Utility Damage Prevention Laws;

(g) CPL shall have the right reasonably to access its right-of-way across Lots subject to the right-of-way, and Owners shall not restrict CPL's access to the pipeline right-of-way, and any fences crossing the pipeline right-of-way shall contain gates sufficiently wide to allow CPL vehicles and equipment to move along the right-of-way. Fences installed parallel to the pipelines shall not be closer than 8.25 feet to the centerline of the easterly pipeline. Owners shall take proper care when digging post holes near the pipelines by hand excavating within the easement boundaries;

(h) Owners shall not remove or disturb signs or markers installed by CPL to mark the location of the pipeline right-of-way without the express written consent of CPL; and

(i) The Owner will at all times give due regard to the need for the continues safe and uninterrupted operation of CPL's pipelines thereon, and will indemnify and hold CPL harmless from all loss, cost, and expense, including attorney fees arising from the failure by Owner to abide by the terms of this covenant and restriction.

As an additional precaution to the foregoing and in furtherance of ensuring the safety of the residents of the Project and the continued safe and uninterrupted operation of the pipeline system, Owners of any Lot within ten (10) feet of the outer boundary of the existing pipeline right-of-way, are recommended to contact CPL and request comments and suggestions prior to the construction or erection of any building, foundation, structure, physical improvement or landscaping, within ten (10) feet of the boundary of the pipeline right-of-way, and to submit plans and specifications showing the property structure or improvement in advance for comment by CPL.

#### **ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE**

1. Membership. The Architectural Control Committee (the "ACC") shall consist of the Declarant, so long as it shall own any of the Lots in the subdivision. Thereafter the Board of Trustees or its designees shall constitute the ACC. No member of the ACC shall be entitled to any compensation for services provided.

2. Procedure. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the request shall be deemed to have approved and the related covenants shall be deemed to have been fully complied with.

#### **ARTICLE VI. RIGHT OF ENTRY**

1. Right of Entry. Wherever sanitary sewer connections, water connections, electricity, gas, telephone or drainage facilities are installed within the subject property, the owners of any Lot or Lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without the express written authorization of the Lot Owner.

#### ARTICLE VII. OWNERSHIP, OPERATION AND MANAGEMENT

1. Ownership-Association of Lots Owners. The Lot Owners shall comprise the Association. The Association is created for the maintenance of the Common Elements and enforcement of these protective covenants. Membership in the association is appurtenant to and runs with each Lot. All Common Expenses shall be shared and allocated equally among the Lots and Lot owners. Each Lot shall be considered to hold one (1) share for all purposes.

2. Maintenance Costs. The cost of maintenance of the Common Elements shall be shared equally between all Lot Owners.

3. By-laws of Property Owners Association. The procedure for the administration and management of the Association and the subject property shall be governed by the By-Laws of the Association which are incorporated herein by reference.

4. Payment of Common Expenses. In addition, each Lot Owner hereby agrees to pay to the Board of Trustees promptly his portion of all Common Expenses, including but not limited to the cost of maintaining, repairing and replacing the entryway and street lights, the operation of all machinery and equipment related thereto, the cost of the power and electricity to operate the street lights, and all other related expenses, debts, obligations, and liabilities incurred by the Association hereunder.

1. Purpose of Assessments. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners.

2. Budget. Before the Annual Meeting of the Association each year, the Board of Trustees shall prepare a budget which shall set forth an itemization of the anticipated Common Expenses for twelve (12) month calendar year, commencing with the following January 1. The budget shall be based upon advance estimates of cash requirements by Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include but are not

limited to expenses of management, grounds maintenance and repair of the entry way and the street lights, premiums for all insurance which the Board of Trustees is required or permitted to maintain, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the Owners under and by reason of the Declaration.

3. Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a Majority of the Members of the Association. Notwithstanding the foregoing, however, if the Membership disapproves the proposed budget and Assessments or the Board of Trustees fails for any reason to establish the budget and Common Elements Assessments for the succeeding year, then and until such a time as a new budget and a new Assessment schedule shall have been established, the budget and the Common Elements Assessments in affect for the then current year shall continue for the succeeding year.

4. Method of Payment. The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid.

5. Equitable of Changes. If the aggregate of all payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Trustees may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior written notice of any proposed change before it becomes effective.

5. Personal Obligation of Owner. Lot Owners are jointly and severally liable to pay all Assessments and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition.

6. Declarant's Rights. Declarant is not obligated to pay for any Common Expenses on any Lots it may own until the following events have occurred: (a) a home has been constructed on the Lot, (b) a permanent certificate of occupancy has been issued, and (c) the home has been sold or rented.

7. Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be otherwise entitled under Utah law, and to that extent the Owner, by accepting a deed to the Lot or as a party to any other type of conveyance, waives his right to claim the priority thereof.

8. Individual Assessments. In addition, individual assessments may be levied by the Board of Trustees against a Lot and its Owner to pay or reimburse the Association for: (a) fines

(after notice and hearing) levied and cost incurred in enforcing the Project Documents; (b) costs associated with the maintenance, repair or replacement of Common Elements for which the Lot Owner is responsible; (c) any other charge, fee, due, expense, or cost designated as an individual Assessment in the Project Documents; and (d) attorneys fees, interest, and other charges relating thereto as provided in the Declaration.

9. Lien. If any Unit Owner fails or refuses to make any payment of his portion of the Common Expense when due, in whole or in part, that amount constitutes a lien on the interest of the Lot Owner in the property, and upon the recording of a notice of lien upon the Lot Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

10. Late Fees and Default Interest. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge of Twenty Five and No/100th Dollars (\$25.00) of Five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of One and One-half (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.

11. Remedies. If any Assessments remain unpaid, the Board of Trustees, may elect to institute a lawsuit to obtain a judgment or foreclose the lien, or both..

12. Duty to Pay Independent. The duty to pay Assessments is independent of the duty of the Association to maintain the Common Elements.

13. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Board of Trustees. The sale of foreclosure shall be conducted in the same manner as foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's Assessments, and reasonable rental for the Lot during the pendency of the foreclosure action. The Board of Trustees in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Board of trustees elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot or otherwise accepting conveyance of an interest in the Property, hereby irrevocably appoints the attorney of the Association (provided he is a member of the Utah State Bar) as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of the right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

14. Indemnity. The Association and each Lot owner, by acceptance of a deed to a Lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been an officer of the Association or Member of the said Board. The officers and Members of Board of Trustees shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct of bad faith. The officers of the Association and Members of said Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of said Association (except to the extent that such officers or Members of said Board may also be Members of said Association), and said Association shall indemnify and forever hold each such officer and Member of the said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or Member of the said Board, or former officer or Member of the said Board, may be entitled.

#### ARTICLE VIII. INSURANCE

1. Insurance. The Association shall if reasonably available purchase and maintain adequate property insurance, public liability insurance, directors and officers insurance, and a fidelity bond.

2. Deductible. The deductible on a claim made against the property insurance policy of the Association shall be paid for by the party responsible for the loss covered by the claim. If multiple parties are responsible then each shall pay his proportionate share and if no party or parties are clearly responsible, then the deductible shall be paid by said Association.

3. Individual Insurance. Each Owner and Resident shall purchase and maintain adequate liability and property insurance on his Lot, Dwelling Unit, personal property and contents; provided, however, no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association maintains.

4. Priority of Coverage. In the event of duplicate coverage of a claim or loss, the Owner's insurance shall be primary and the insurance of the Association shall be secondary.

#### ARTICLE IX. DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the Land and shall be binding upon all Lot Owners and all persons claiming any right, title or interest in or to the Property by, through or under them for a period of forty (40) years from the date this Declaration



is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. A Lot Owner or the Board of Trustees, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, entity, partnership, limited liability company, corporation or party violating, attempting or threatening to violate any of the terms, covenants, conditions and restrictions contained herein or interfere with the administration of the Project, and shall be entitled to recover from the defaulting party all reasonable attorney's fees and costs incurred thereby, regardless of whether a lawsuit is filed. Failure by the Board of Trustee or any Lot Owner to enforce any said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter,

### ARTICLE X. MISCELLANEOUS

1. Agent for Service of Process. The initial agent to receive service of process is Jeffery I. Taylor of 17 East Winchester Street, Murray, Utah 84107, which is also the initial office of the registered agent. After transition, the President of an Association is the person to receive service of process and the office of the registered agent is the street address of the President of the Association.

2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.

3. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules, covenants, conditions and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of and be binding upon all Lot Owners and their heirs, successors and assigns.

4. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the above provisions which shall remain in full force and effect.

5. Effective Date. This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Davis County, Utah.

6. This phase and all future phases of Weaver Meadows acknowledge the following protection for land owned by the Jordan Valley Conservancy District:

Lot A and Lot B, Weaver Meadows Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of Davis County, Utah, is hereby made subject to this Declaration of Protective Covenants, Agreements, Restrictions, and Conditions affecting Weaver Meadows, establishing the nature of the use and enjoyment of Lot A and Lot B in said Subdivision and providing that all conveyances of said Lot shall be made subject to the conditions, restrictions and stipulations of this Declaration.

Lot A and Lot B may be used in connection with a water pipeline and associated water system equipment and facilities, and all construction, installation, operation, maintenance, repairs, inspections, removal and replacement of pipelines as may be associated therewith. The surface of Lot A and Lot B, except for equipment and facilities associated with the underground water pipeline, may, at the lot owner's discretion, be retained as undeveloped open space, used for the growing of crops, or improved as a park for the use and benefit of the owners of Lots within the Weaver Meadows Subdivision or the public in general. Improvements may be made upon said Lots consistent with such use as a park.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the 9 day of March, 2004.

PERRY DEVELOPMENT, L.L.C.

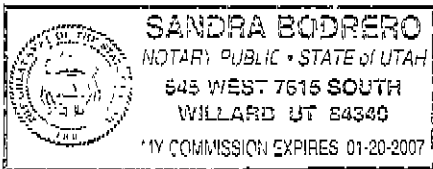
By: William O. Perry  
Title: William O. Perry, Manager

STATE OF UTAH            )  
  )ss:  
COUNTY OF DAVIS        )

On the 9 day of March, 2004 personally appeared before me William O. Perry, who by me being duly sworn, did say that he is the Managing Member of PERRY DEVELOPMENT, L.L.C., a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its By Laws or a resolution of its Board of Directors, and said William O. Perry, duly acknowledged to me that said Company executed the same.

NOTARY PUBLIC  
Residing At: Willard UT  
Commission Expires: 1-20-07

Sandra Bodrero



## EXHIBIT "A"

The Land described in the foregoing document is located in DAVIS COUNTY, UTAH and is described more particularly as follows:

## LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS S89°40'20"W, 102.93 FEET ALONG THE QUARTER SECTION LINE AND SOUTH, 478.05 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S34°42'40"E, 469.77 FEET; THENCE S56°53'30"W, 252.00 FEET, THENCE S8°24'41"E, 92.46 FEET, THENCE S33°49'05"E, 115.88 FEET; THENCE S4°44'42"W, 71.86 FEET; THENCE S21°24'03"E, 107.00 FEET; THENCE N73°36'27"E, 45.00 FEET; THENCE S14°49'34"E, 140.00 FEET; THENCE S75°21'41"W, 40.00 FEET, THENCE S13°29'51"E, 80.00 FEET; THENCE S35°21'52"E, 76.15 FEET; THENCE S0°20'11"W, 86.30 FEET; THENCE S45°37'00"E, 118.00 FEET; THENCE S44°23'00"W, 261.00 FEET; THENCE N34°05'00"W, 318.03 FEET; THENCE N17°01'00"W, 1067.75 FEET; THENCE N62°07'00"E, 109.07 FEET; THENCE N51°45'00"E, 283.27 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF LANDSCAPE EASEMENT**

**5' LANDSCAPE BUFFER PARCELS ALONG ARTERIAL  
ROADWAY**

BEGINNING AT THE SOUTHEAST CORNER OF LOT 111 OF WEAVER LANE ESTATES PHASE I SUBDIVISION, SAID POINT BEING WEST, 46.51 FEET AND SOUTH, 1002.45 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S56°53'30"W, 93.76 FEET; THENCE 12.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S80°59'11"W, 12.25 FEET); THENCE N56°53'30"E, 105.17 FEET TO THE EASTERLY LINE OF SAID LOT 111, THENCE S30°23'53"E, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 508 SQUARE FEET

BEGINNING AT THE NORTHEAST CORNER OF LOT 112 OF WEAVER LANE ESTATES PHASE I SUBDIVISION, SAID POINT BEING WEST, 32.98 FEET AND SOUTH, 1093.92 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S33°49'05"E, 5.00 FEET; THENCE S56°53'30"W, 78.71 FEET; THENCE 12.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N32°47'49"E, 12.25 FEET); THENCE N56°53'30"E, 67.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 376 SQUARE FEET

BEGINNING AT THE NORTHWEST CORNER OF LOT 128 OF WEAVER LANE ESTATES PHASE I SUBDIVISION, SAID POINT BEING WEST, 257.88 FEET AND SOUTH, 1240.57 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N56°53'30"E, 109.44 FEET; THENCE 12.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N80°59'11"E, 12.25 FEET); THENCE S56°53'30"W, 122.36 FEET; THENCE N17°01'00"W, 5.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: 591 SQUARE FEET

BEGINNING AT THE SOUTHWEST CORNER OF LOT 129 OF WEAVER LANE ESTATES PHASE I SUBDIVISION, SAID POINT BEING WEST, 283.47 FEET AND SOUTH, 1156.98 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N17°01'00"W, 5.20 FEET; THENCE N56°53'30"E, 107.56 FEET; THENCE 12.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S32°47'49"W, 12.25 FEET); THENCE S56°53'30"W, 97.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 524 SQUARE FEET