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Gary W. Ott

Recorder, Salt Lake County, UT

MERIDIAN TITLE

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[Plat 5 Counterparts]

### DECLARATION OF SIDEYARD EASEMENTS

This Declaration Agreement is made this 10<sup>th</sup> day of July, 2007, between Holmes Homes, Inc. (herein Holmes) and the following named owners of the following Lots in the Kennecott Daybreak Plat 5 Subdivision:

<u>Owner(s)</u>	<u>Lot Number</u>	<u>Tax Parcel No.</u>
Vladimir Serebryakov, Lasian Serebryakov and Alexander Serebryakov	200	27-19-204-016
Utahna Roska and Bradley Roska	346	27-18-453-024
Kevin L. Morris and Barbara J. Morris	347	27-18-453-025
Deana M. Walz and Timothy P. Young	349	27-18-453-027
Kenneth L. Thomas	351	27-18-453-029
Austin Childs and Dana Richardson	353	27-18-453-031
David Stokes and Kari Stokes	365	27-18-452-011

of KENNECOTT DAYBREAK PLAT 5 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. (Herein referred to as the Project.)

1. This Declaration is made in connection with each of the Lots referred to above.
2. Holmes has constructed or is in the process of constructing or has constructed single family dwellings on each of said Lots and has determined that it is beneficial for the Project and for the use and maintenance of each of the individual Lots in the Project that each home have one sideyard to be used and maintained by the Owner of that Lot. This Declaration of Easement is made for the purpose of creating a Sideyard Easement for the Lots indicated below that will provide the following burdens and benefits with respect to each Sideyard which shall become a part of the hereinafter defined Dominant Lot.

3. That portion of each Sideyard which is a part of the adjoining (Servient) Lot shall constitute a "Sideyard Easement" as more specifically set forth below with respect to each of individual lots described herein. Each Sideyard Easement shall burden that portion of the Servient Lot situated between the lot boundary of the Dominant Lot and the wall or fence constructed on the Servient Lot. The Sideyard Easement is granted for the personal use by the Owner(s) of the Dominant Lot, including, but not limited to, for the purposes of general landscaping, recreational and garden use, drainage and other purposes related thereto subject to the following provisions:
  - a. The Owner of the Servient Lot shall have the right at all reasonable times to enter upon the Sideyard Easement, including the right to cross over the entire Sideyard including that portion of the Dominant Lot for such entry, in order to perform work related to the use and maintenance of the improvements on the Servient Lot; and
  - b. The Owner of the Servient Lot shall have the right of drainage over, across and upon the Sideyard for water draining naturally from any structure upon the Servient Lot, the right to maintain eaves and appurtenances thereto and the portions of any structure upon the Servient Lot as originally constructed or as constructed pursuant to the CC&Rs of the Project; and
  - c. The Owner of the Dominant Lot shall not attach any object to a wall or dwelling belonging to the Servient Lot or disturb the grading of the Sideyard area or otherwise act with respect to the Sideyard in any manner which would damage the Servient Lot; and
  - d. In exercising the right of entry upon the Sideyard as provided above, the Owner of the Servient Lot agrees to utilize reasonable care not to damage any landscaping or other items existing in the Sideyard, provided, however, the Owner of the Servient Lot shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the Sideyard for authorized purposes; and
  - e. Any damage caused by the Owner of the Dominant Lot to the Servient Lot or the structures located thereon shall be repaired and paid for by the owner of the Dominant Lot; and
  - f. The owner of the Dominant Lot which "owns" the Sideyard Easement shall have the right to enclose the Sideyard with an appropriate fence, to landscape and use the entire Sideyard the same as if it were owned by the Dominant Lot Owner. Further, the Dominant Lot Owner shall be responsible to landscape and maintain the entire Sideyard the same as if the Dominant Lot Owner owned it.
4. For good and valuable consideration, the receipt and adequacy of which is acknowledged Holmes declares that the Sideyard Easements declared and created hereunder are and shall be perpetual, shall run with the land for the benefit of and shall be appurtenant to each Dominant Lot. The following "Sideyard Easements" are declared under this Instrument and shall be a part

of the Sideyard of the adjoining lot and shall constitute an Easement burden on the described portion of each Servient Lot as set forth below in accordance with the terms and conditions of this Instrument as follows:

- a. The Southerly 5 feet of (Servient) Lot 366 shall be a part of the side yard of Lot 365 (the Dominant Lot); and
  - b. The Southerly 3 feet of (Servient) Lot 353 shall be a part of the side yard of Lot 354 (the Dominant Lot); and
  - c. The Southerly 3 feet of (Servient) Lot 352 shall be a part of the side yard of Lot 353 (the Dominant Lot); and
  - d. The Southerly 3 feet of (Servient) Lot 351 shall be a part of the side yard of Lot 352 (the Dominant Lot); and
  - e. The Southerly 3 feet of (Servient) Lot 349 shall be a part of the side yard of Lot 350 (the Dominant Lot); and
  - f. The Southerly 5 feet of (Servient) Lot 348 shall be a part of the side yard of Lot 349 (the Dominant Lot); and
  - g. The Southerly 3 feet of (Servient) Lot 347 shall be a part of the side yard of Lot 348 (the Dominant Lot); and
  - h. The Southerly 5 feet of (Servient) Lot 346 shall be a part of the side yard of Lot 347 (the Dominant Lot); and
  - i. The Southerly 3 feet of (Servient) Lot 200 shall be a part of the side yard of Lot 201 (the Dominant Lot); and
  - j. The Southerly 5 feet of (Servient) Lot 199 shall be a part of the side yard of Lot 200 (the Dominant Lot).
5. By accepting title to the respective Lots referred to above, the owner(s) of said Lot(s) understand(s), acknowledge(s) and agree(s) as follows:
- a. Each Owner of a Servient Lot acknowledges that portion of the Sideyard described above is subject to the Sideyard Easement as described herein; and
  - b. Each Owner of a Dominant Lot acknowledges that he has the benefits of the Sideyard Easement subject to the terms and conditions of this Instrument.
  - c. The Sideyard Easements created under the terms of this Agreement, shall run with the land and shall be binding on and inure to the benefit of the parties hereto to whom the respective grants are made, their successors and assigns.
6. This Declaration may be executed in Counterparts, which taken together shall constitute one Agreement.

PLAT 5

- a. The Southerly 3 feet of (Servient) Lot 353 shall be a part of the side yard of Lot 354 (the Dominant Lot); and
- b. The Southerly 3 feet of (Servient) Lot 352 shall be a part of the side yard of Lot 353 (the Dominant Lot); and
- c. The Southerly 3 feet of (Servient) Lot 351 shall be a part of the side yard of Lot 352 (the Dominant Lot); and
- d. The Southerly 3 feet of (Servient) Lot 349 shall be a part of the side yard of Lot 350 (the Dominant Lot); and
- e. The Southerly 5 feet of (Servient) Lot 348 shall be a part of the side yard of Lot 349 (the Dominant Lot); and
- f. The Southerly 3 feet of (Servient) Lot 347 shall be a part of the side yard of Lot 348 (the Dominant Lot); and
- g. The Southerly 5 feet of (Servient) Lot 346 shall be a part of the side yard of Lot 347 (the Dominant Lot); and
- h. The Northerly 3 feet of (Servient) Lot 363 shall be a part of the side yard of Lot 364 (the Dominant Lot); and
- i. The Southerly 5 feet of (Servient) Lot 366 shall be a part of the side yard of Lot 365 (the Dominant Lot); and
- j. The Southerly 3 feet of (Servient ) Lot 202 shall be a part of the side yard of Lot 203 (the Dominant Lot); and
- k. The Southerly 5 feet of (Servient) Lot 201 shall be a part of the side yard of Lot 202 (the Dominant Lot); and
- l. The Southerly 3 feet of (Servient) Lot 200 shall be a part of the side yard of Lot 201 (the Dominant Lot); and
- m. The Southerly 5 feet of (Servient) Lot 199 shall be a part of the side yard of Lot 200 (the Dominant Lot)

DECLARATION OF SIDEYARD EASEMENTS

Counterpart

V. Serebryakov  
Vladimir Serebryakov

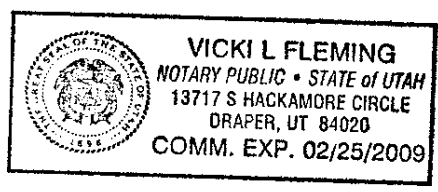
L. Serebryakov  
Laisan Serebryakov

Alexander Serebryakov  
Alexander Serebryakov

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

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Jan. 2008 by ~~July, 2007~~ by Vladimir Serebryakov, Laisan Serebryakov and Alexander Serebryakov.

V. Fleming  
NOTARY PUBLIC



DECLARATION OF SIDEYARD EASEMENTS

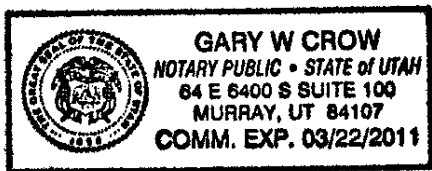
Counterpart

Utahna Roska  
Utahna Roska

Bradley Roska  
Bradley Roska

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

The foregoing instrument was acknowledged before me this 23 day of October, 2007 by Utahna Roska and Bradley Roska.



Gary W Crow  
NOTARY PUBLIC

347-5

DECLARATION OF SIDEYARD EASEMENTS

Counterpart

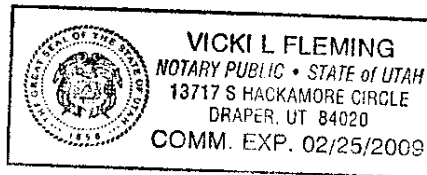
[Handwritten Signature]  
Kevin L. Morris

[Handwritten Signature]  
Barbara J. Morris

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

The foregoing instrument was acknowledged before me this 20th day of July, 2007 by Kevin L. Morris and Barbara J. Morris.

[Handwritten Signature]  
NOTARY PUBLIC











132957  
353-5

### DECLARATION OF SIDEYARD EASEMENTS


Counterpart


  
Austin Childs

  
Dana Richardson

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2007 by Austin Childs and Dana Richardson.

  
NOTARY PUBLIC

 **VICKI L FLEMING**  
NOTARY PUBLIC • STATE of UTAH  
13717 S HACKAMORE CIRCLE  
DRAPER, UT 84020  
COMM. EXP. 02/25/2009

DECLARATION OF SIDEYARD EASEMENTS

Counterpart

David Stokes  
David Stokes

Kari Stokes  
Kari Stokes

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

The foregoing instrument was acknowledged before me this 20th day of July, 2007 by David Stokes and Kari Stokes.

Vicki L Fleming  
NOTARY PUBLIC

