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Weekley Homes, LLC
1111 North Post Oak Road
Houston, TX 77055

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Recorder, Salt Lake County, UT
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Tax i.d. #26-13-420-003, #26-13-420-004,
#26-13-420-005, #26-13-420-006

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS
(PAIRED HOMES PRODUCT)**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (PAIRED HOME PRODUCT) (this "**Declaration**") is made and executed as of January 2nd, 2018 by WEEKLEY HOMES, LLC, a Delaware limited liability company ("**Declarant**").

RECITALS:

A. Declarant is the owner of certain real property together with any improvements thereon situated in the City of South Jordan, State of Utah more particularly described in **Exhibit A** attached hereto and incorporated herein by referenced (collectively, the "**Property**").

B. The Property is located within the master planned community commonly known as "*Daybreak*" developed by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (successor-in-interest to Kennecott Land Company, a Delaware corporation) ("**Master Developer**").

C. The Property has been or will be subdivided in various Lots (defined below), upon which certain attached or "paired" homes, referred to herein as Dwellings, will be constructed thereon by Declarant, and sold to third party Owners (defined below).

D. Because of the attached nature of such Dwellings, Declarant desires to impose certain covenants, conditions and restrictions, together with the granting of certain easements for the benefit of Declarant and the present and future Owners of any interest in and to any portion of the Property, and Master Developer desires to evidence its consent to the same.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees that each of the Recitals A through D is incorporated into and made a part of this Declaration for all purposes and further declares, covenants and agrees as follows:

**ARTICLE 1
DEFINITIONS**

Except as provided above and unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article. All terms defined in the Recitals shall have the meanings set forth in such Recitals.

1.1. **“Adjoining Owner”** means the immediately adjoining Owner who owns a Lot with a Dwelling sharing a Party Wall with the neighboring Dwelling of a different Owner.

1.2. **“Adjoining Dwellings”** means the two Dwellings immediately adjacent to each other, but located on separate Lots, and sharing a Party Wall.

1.3. **“Covenant”** shall mean the Covenant for Community for Daybreak, recorded as Entry No. 8989517, in Book 8950, beginning at page 7722 in the Official Records of Salt Lake County, Utah, as it may be amended and/or supplemented from time to time.

1.4. **“Daybreak”** shall mean the community commonly known as Daybreak located in South Jordan, Utah, subject to the Master Residential Declaration and/or the Covenant.

1.5. **“Dwelling”** shall mean each portion of a pair-home building, constituting a residence and situated upon a Lot, designated and intended for use and occupancy as a single family home. Each Dwelling shall be owned by the Owner of the Lot on which the Dwelling is situated subject to all of the terms, covenants, conditions, restrictions and easements of this Declaration.

1.5.1. For purposes of this Declaration, the “interior elements” of the Dwellings shall include all pipes, wires, conduits, lines or systems (which for brevity are herein and hereafter referred to as “utilities”), whether public or private-company owned, at the point at which the utilities penetrate into the Dwelling either through the concrete floor slab or exterior wall of the Dwelling and continuing into the interior portion of such Dwelling, interior spaces, flooring, partitions, surface elements of Party Walls facing the interior of the Dwelling, plaster, gypsum drywall, wallpaper, paint, ceilings, all other materials constituting part of the interior surfaces of the Dwellings and other similar interior fixtures and Improvements.

1.5.2. For purposes of this Declaration, the “exterior elements” of the Dwellings shall include all utilities, whether public or private-company owned, located on the Lots and which end at the point at which the utilities penetrate into the Dwelling either through the concrete floor slab or exterior wall of the Dwelling and continuing into the interior portion of such Dwelling but do not include any interior portion of such utilities located within a Dwelling which constitute interior elements as further defined in Section 1.5.1 above, roofs, exterior air conditioning condenser units that service a particular Dwelling, structural elements of Party Walls, shutters, doorsteps, stoops, patios, exterior doors, exterior windows, and other similar exterior improvements.

1.6. **“Lot”** shall mean those certain individual parcels of real property described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements located thereon and all appurtenances thereunto appertaining. Each Lot shall be owned by the Owner or Owners of such Lot subject to all of the terms, covenants, conditions, restrictions and easements of this Declaration, the Master Residential Declaration, and the Covenant. A Lot, as well as the Dwelling to be constructed on the Lot, is included in the definition of a “Unit” under Section 3.1 of the Master Residential Declaration and Section 1.6 of the Covenant.

1.7. “**Master Residential Association**” shall mean the Daybreak Community Association, Inc.

1.8. “**Master Residential Declaration**” shall mean the Community Charter for Daybreak, recorded as Entry No. 8989518, in Book 8950, beginning at Page 7784 in the Official Records of Salt Lake County, Utah, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded on August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded on October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded on March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6476, in the Official Records of Salt Lake County, as it may be amended and/or supplemented from time to time.

1.9. “**Mortgage**” shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.10. “**Mortgagee**” shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

1.11. “**Owner**” shall mean any person or entity or combination thereof at any time owning a Lot within the Property, as shown on the records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed; provided, however, if a Lot is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. An Owner under this Declaration is also by definition an “Owner” under Section 2.4 of Master Residential Declaration and under Section 1.6 of the Covenant.

1.12. “**Party Wall**” shall mean a wall that forms part of two Adjoining Dwellings and is located on or adjacent to a Lot boundary line between the two adjoining and used or intended to be used by the Owners of both properties.

1.13. “**Plat**” shall mean the official plat recorded in Official Records of Salt Lake County, Utah establishing the Lots; provided that only those certain Lots within the Plat which are identified on Exhibit A, which comprise the Property, shall be subject to this Declaration.

ARTICLE 2 SUBMISSION TO DECLARATION

All of the Property is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Master Residential Declaration and the Covenant, each and all of which are declared and agreed to be for the benefit of the Property and in furtherance of a plan for improvement of said Property. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit

to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

ARTICLE 3 IMPROVEMENTS

3.1. **Description of Property.** The Property consists of the Lots described on **Exhibit A** attached hereto and shown on the applicable Plat. Each of the Lots shall, when improved, contain one single family Dwelling which may be “paired” or attached (via a Party Wall) to another Dwelling on an adjacent Lot. Each Owner acknowledges that the design and construction of the Dwellings and all other initial improvements within the Property, and the marketing and sales of Lots and Dwellings within the Property, have been and/or will be performed by Declarant or its agents and not by Master Developer or its affiliates, and Owner has relied and will rely solely on Declarant with respect to any issues related thereto, and each Owner further acknowledges that it shall have no rights or remedies with respect to any such issues against Master Developer or its affiliates.

3.2. **Description and Legal Status of Lots.** All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.3. **Building Area.** No house, garage or other improvement, other than landscaping, sidewalks, driveways, street lights and curb and gutter improvements, shall be located on any Lot outside of the original structure building area without the prior written approval of the Master Residential Association. The Master Residential Association shall have the right to restrain the Owner of any Lot from violating the restrictions set forth in this section, and in the event the party seeking to enforce these restrictions prevails in an action in court or otherwise, the Owner attempting to violate the restrictions shall be obligated to pay all of the costs, including reasonable attorneys’ fees, incurred by the party enforcing these restrictions.

ARTICLE 4 NATURE AND INCIDENTS OF OWNERSHIP

4.1. **Title.** Title to Lots may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.2. **Prohibition against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his or her Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.

4.3. **Inseparability.** Title to any part of a Lot may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Master Residential Association.

4.4. **Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his or her Lot and Dwelling. Unless otherwise specifically

provided herein, any Mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.5. **Separate Taxation.** Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.6. **Mechanics' Liens.** No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same even if existing by easement over the subject Lot.

4.7. **Description of Lot.** Every contract for the sale of a Lot and every other instrument affecting title to a Lot within the Property may describe a Lot by its identifying number as indicated in this Declaration and/or as shown on the Plat. Such description will be construed to describe the Lot and to incorporate all the rights incident to ownership of a Lot within the Property and all of the limitations on such ownership.

ARTICLE 5 PARTY WALLS

5.1. **Description of Party Walls and Lot Boundaries.** It is the intent of Declarant that Dwellings constructed on the Lots have Party Walls with an adjacent Dwelling. Each wall which is built as a part of the original construction of a Dwelling and is placed on the dividing line between Lots shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of Utah law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto. The Owner of a Lot shall not cut through or make any penetration through a Party Wall for any purpose whatsoever. The boundary between two Adjoining Dwellings shall be the vertical boundary running through the center of the Party Wall, equidistant from the outermost surfaces of studs and structural beams making up the Party Wall. To the maximum extent feasible, the Party Wall (situated on the Lot boundary between each Adjoining Dwelling), and the Lot boundary itself, shall be the delineation line of all maintenance responsibilities hereunder with respect to each Owner's respective Dwelling.

5.2. **Easements for Adjoining Dwellings.** Each Owner that owns a Dwelling adjoining another Dwelling is hereby granted an easement of support and shelter over the portion of any party, adjacent, or retaining wall on the Adjoining Dwelling. Each Owner covenants to continue to provide the support and shelter that presently exists (or will exist following construction) and as may be necessary to maintain the integrity of the applicable Dwellings. Each Owner has a reasonable easement for pipes, ducts, and utility ways and chases passing through the Adjoining

Dwellings that serve his, her, or its Dwelling. Physical structures including Party Walls serving two Adjoining Dwellings will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the improvements and their replacements were intended. Each Owner is hereby granted an easement over an adjacent Lot with an Adjoining Dwelling for access as may be reasonably necessary for repair and maintenance of the Party Wall and exterior elements of such Owner's Dwelling; provided, however, that the Owner exercising these easement rights shall reasonably coordinate with the Adjoining Owner to minimize inconveniences to the Adjoining Owner.

5.3. **Maintenance of Party Walls.** By accepting a deed to a Lot, each Owner understands and agrees that it is essential the Party Walls be maintained in good condition and repair to preserve the integrity of the Dwellings. With respect to the surface components of the Party Wall, each Owner agrees to maintain and keep in good condition and repair, including the making of replacements as needed, all surface components which face into such Owners' respective Dwelling. With respect to pipes, conduits, ducts and other utility lines and connections located within the Party Wall which benefit only one of the Owners, the Owner benefited solely thereby shall be fully responsible for the cost of maintaining such items in good condition and repair, including the making of replacements as needed.

5.4. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of the structural elements and shared components of a Party Wall shall be shared equally by the Owners who make use of the Party Wall. Additionally, Adjoining Owners shall be equally responsible for maintenance and repair of shared structural elements of the Adjoining Dwellings that cannot reasonably be separately maintained and repair. By way of example, Adjoining Owners shall patch and repair roofing materials of each Owner's Dwelling, but if the entire roof requires replacement, the Adjoining Owners shall each be responsible for half of the cost thereof. Any single maintenance or repair activity, including a replacement, which is expected to exceed \$10,000, except in an emergency, may only be undertaken with the approval of both Adjoining Owners, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event the need for maintenance or repair of a Party Wall or shared structural element is caused through the willful or negligent act of any Owner, or such Owner's family, tenants, guests or invitees, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner.

5.5. **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and the Adjoining Owner shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under the rule of law regarding liability for negligence or willful acts or omissions.

5.6. **Weatherproofing.** Notwithstanding any other provisions of this Article, to the extent that such damage is not insured and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and repairing any damage caused by exposure.

5.7. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

5.8. **Arbitration.** In the event of any dispute arising concerning a Party Wall, or SOLELY under the provisions of this Article concerning Party Walls, each Owner/party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any Owner/party refuse to appoint an arbitrator within ten (10) days after written request therefor, a judge of the Third District Court in Salt Lake County shall select an arbitrator for the refusing Owner/party.

**ARTICLE 6
MAINTENANCE OF DWELLINGS AND LOTS**

6.1. **Owner Responsibility Regarding Dwellings.** With respect to the maintenance, repair, alteration, and remodeling of Dwellings constructed on the Lots, each Owner shall maintain and be permitted to alter or remodel the interior elements of such Owner's Dwelling. Each Owner shall furnish and be responsible for, at such Owner's own expense, all of the maintenance, repairs and replacements of the interior elements and exterior elements of the Owner's Dwelling, up to the Party Wall/Lot boundary. Such obligation shall include, without limitation:

6.1.1. maintenance, repair and replacement of all interior and exterior windows, doors, including thresholds, casings and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fireboxes of fireplaces and any other materials constituting the finished surfaces of floors, ceilings, or interior walls, as well as the painting of exterior doors, including thresholds, casings and door jams;

6.1.2. maintenance, repair and replacement of all windows, window frames, skylights, and door glass or equivalent materials, and the interior and exterior cleaning of all windows, skylights and door glass, together with the painting of the exterior portion of window frames and window shutters;

6.1.3. maintenance, repair and replacement of all utility lines (such as power, natural gas, water, sewer, telecommunications, cable and any other future utility lines) that serve the Owner's Dwelling from the point of connection, as well as maintaining, running, insulating, and/or sufficiently heating utility lines to prevent frozen pipes regardless of whether or not the Owner's Unit is occupied at the time;

6.1.4. maintenance, repair and replacement of all gutters, downspouts, drainage pipes, extensions, and related drainage improvements (ensuring that storm water runoff does not adversely affect an adjacent Owner);

6.1.5. maintenance of decking, patios (inclusive of posts, balusters, railings, skirting, and steps), backyards, fencing and balconies, exterior screens, shutters and chimney flues, that are within an Owner's exclusive control, in a clean and sanitary condition, free of pests and rodents, and in good order and repair;

6.1.6. maintenance, repair and replacement of the Owner's garage door, including the mechanical systems and all parts of the door, and the exterior painting of the exterior of the garage door;

6.1.7. maintenance, repair and replacement of the garage interior concrete slab and driveways; and

6.1.8. maintenance, repair and replacement of all of the following which serve the Owner's Dwelling exclusively: lighting fixtures, fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units), solar panels, intercoms, security systems and other such appliances, fixtures and decorations as an Owner may install.

6.2. **Additional Owner Covenants.** The Owner shall not alter any utility lines, pipes, wires, conduits or systems that serve one or more other Dwelling(s). Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the other affected Owner(s). Such right to repair, alter, and remodel is coupled with the obligation to replace any materials removed with similar types or kinds of materials, as set forth herein. The Owner shall also maintain the surface of the interior supporting walls and the structural integrity of interior supporting walls. An Owner shall promptly notify the Adjoining Owner in writing of any structural integrity issues concerning the interior of such Owner's respective Dwelling promptly upon becoming aware of the same. An Owner shall maintain and keep in good repair the interior of his or her Dwelling, including the fixtures thereof. All fixtures and equipment installed within the Dwelling shall be maintained and kept in good repair by the Owner thereof. An Owner shall do no act and shall perform no work that will or may impair the structural soundness or integrity of its Dwelling or the Dwelling of another Owner, impair any easement or hereditament, or violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, the City of South Jordan, or any other agency or entity which may then have jurisdiction over said Lot/Dwelling. Each Owner shall be liable to the other affected Owner(s) for damages to person or property in the Property caused by such Owner's negligence or the negligence of the Owner's tenants, family members, guests, visitors, or invitees.

6.3. **Other Responsibilities Regarding Dwellings.** Each Owner, its own cost and expense shall have the duty of maintaining, replacing and repairing their Dwelling including, without limitation, footings and foundations, structural components (inclusive of structural posts of any kind), roof and other utilities (if any), up to the Party Wall line. Each Owner of a Dwelling shall be obligated to maintain and repair the exterior portion of such Owner's Dwelling in good condition using substantially the same material, paint, stain, color and quality of workmanship and material as the original construction. In the event any Dwelling or improvement on a Lot is damaged or destroyed, the Owner of such Dwelling or improvement shall repair, rebuild, or remove such damaged improvement within a reasonable time of the damage occurring. Adjoining Owners shall reasonably cooperate and work together with respect to maintaining the exterior portion of the Adjoining Dwellings at their point of connection and the cost of any maintenance, replacement and repair which benefits both Dwellings shall be equitably borne by the Adjoining Owners.

6.4. **Maintenance of Lots and Dwellings.** Each Owner shall maintain the landscaping and related improvements on their Lot, including the exterior elements of such Owner's Dwelling, and shall include fences (whether or not installed as part of a Dwelling), the front lawn and front yard garden areas, including any stand-alone planters, window boxes, walls and enclosed areas within fences or walls. All landscaping shall be properly cultivated, watered, and free of weeds, trash and other unsightly material. Owners may enhance the landscaping on their Lot (if any) by planting flower bulbs or flowers; and each Owner shall maintain and repair any irrigation components, lines or systems on such Owner's Lot. No Owner shall have the right to modify, alter, decorate, redecorate, improve or otherwise change the appearance or nature of the exterior elements of its Dwelling without the prior written consent of the Adjoining Owner (which consent shall not be unreasonably withheld); provided, however, that such consent shall not be required for landscaping of the exterior portion of the Lot located within the perimeter walls and fences of an Owner's Dwelling.

6.5. **Maintenance Standard.** All maintenance, repair and replacement obligations (as well as any exterior remodeling work) shall be performed in a manner consistent with the Master Residential Declaration and the Community-Wide Standard (as defined in the Master Residential Declaration).

6.6. **Creation of Lien and Personal Obligation for Maintenance Obligations.** By accepting a deed to a Lot, each Owner is deemed to covenant and agree to perform the maintenance responsibilities described in this Declaration and pay for such Owner's share of maintenance of Party Walls and shared structural elements of Adjoining Dwellings (collectively, the "**Maintenance Obligations**"). The Maintenance Obligations of an Owner shall be a charge on such Owner's Lot and shall be a continuing servitude and lien upon the Lot and shall be a personal obligation of each Owner of the Lot. Each Owner shall have the right to enforce the Maintenance Obligations against an Adjoining Owner by an appropriate action, whether in law or in equity. The lien for Maintenance Obligations shall be effective upon recordation in the official records of Salt Lake County, Utah a written notice of lien, setting forth the monetary amount of the Maintenance Obligations, date due, amount unpaid, the name of the Owner delinquent in the Maintenance Obligations and a description of such Owner's Lot. Not notice of lien shall be recorded until there is a delinquency in the Maintenance Obligations. Enforcement of the lien shall be in accordance with applicable Utah Law, and shall have the same effect as a lien for an assessment obligation owed to a community association.

ARTICLE 7 EASEMENTS

7.1. **Easements Under Master Residential Declaration.** The Master Residential Association shall have power to grant and convey to any third party and Declarant hereby reserves unto itself easements and rights of way as set forth in Chapter 13 of the Master Residential Declaration. Furthermore, the Property shall continue to be subject to all of the other applicable easements set forth in the Master Residential Declaration.

7.2. **Easements for Encroachments and Overhangs.** In the event that any portion of any improvement should encroach onto an adjacent Lot Declarant hereby grants to the present and future Owners of the Lots for so long as an Owner owns any interest in the property an easement

over, under, and across the adjacent Lot(s) as is reasonably necessary for the construction, repair, use and maintenance of foundation piers, roof overhangs, eaves, Party Walls, encroachments and any other improvements.

7.3. **Emergency and Services Vehicles.** Declarant hereby creates a perpetual easement for the benefit of all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the driveways and sidewalks on the Property in the performance of their duties with respect to the Property.

7.4. **Sewer Lines.** A sanitary sewer lateral line that connects to the main sewer line shall be located on each adjoining Lot. Each of the Dwellings situated on the adjoining Lots will connect to their own separate lateral sewer line described in the preceding sentence. All costs associated with the repair, replacement and maintenance of the clean out and the sewer lateral serving each Dwelling shall be the sole responsibility of the Owner of the Dwelling served by such sewer lateral and clean out.

7.5. **Easements for Other Utilities.** Declarant hereby declares and reserves a reasonable non-exclusive easement over, under, through and across the Lots and Dwellings for the location of any utility lines, including power, natural gas, telecommunications, cable and any future utilities installed to serve the Dwellings, and the maintenance, repair, and replacement of the same. All work associated with the exercise of this easement shall be performed so as to minimize interference with the use and enjoyment of the Lot and Dwelling burdened by the easement. Upon completion of the work, the person exercising the easement shall make reasonable efforts to restore the Lot and Dwelling, to the extent reasonably possible, to the condition existing prior to the commencement of the work.

7.6. **Sidewalk Easement.** Declarant hereby declares and reserves a non-exclusive easement for pedestrian traffic over, through and across sidewalks that from time to time may exist upon the Lots. Such easements shall run in favor of and be for the benefit of the Lot Owners and other property owners within Daybreak, as well as their guests, families, tenants and invitees.

7.7. **Declarant Offices and Models.** Declarant hereby reserves the right and an easement on and over the Property to maintain sales or leasing offices and models within any Lot it owns, and to maintain one or more advertising signs on the Property with respect to sales of Lots, in accordance with any restrictions in the Master Residential Declaration.

7.8. **Easements Deemed Created.** All conveyances of Lots within the Property hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE 8 RESTRICTIONS ON USE

8.1. **Residential Uses Only.** Subject to the terms of the Master Residential Declaration, each Lot is intended to be used for single family residential housing and is restricted to such use. No Lot shall be used for business or commercial activity except as approved in writing by the Master Residential Association and as set forth in the Master Residential Declaration; provided, however, that nothing herein shall be deemed to prevent any Owner or his duly authorized agent

from freely renting or leasing his Lot from time to time subject to the provisions of Section 7.3 of the Master Residential Declaration. Notwithstanding the foregoing, Declarant may use one or more Dwellings for sales offices and/or model homes for use in its sales program.

8.2. **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, in, or upon any part of the Property, nor shall anything be done or placed in or upon any part of the Property which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. In amplification, and not limitation of, the foregoing, no odors, loud noises or loud music shall be permitted to arise or emit from a Lot or Dwelling so as to render any portion of the Property, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No activities shall be conducted, nor improvements constructed, in or upon any part of the Property which are or may become unsafe or hazardous to any person or property. No trash, garbage, or other waste or unsightly materials shall be left or permitted to accumulate outside of any enclosed structure. Normal construction activities and parking in connection with the building or remodeling of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration.

8.3. **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, trucks, commercial vehicles, or inoperable vehicles shall be parked or stored within the Property as set forth in the Master Residential Declaration.

8.4. **Restriction on Signs.** Except as permitted by the Master Residential Declaration, no signs or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained on any portion of the Property.

8.5. **No Structural Alterations.** No Owner shall make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls or patios, to the exterior elements of the Dwelling located on such Owner's Lot without the prior written consent of the Master Residential Association, which consent may be granted or withheld in the Master Residential Association's sole discretion, consistent with the terms of the Master Residential Declaration, Design Guidelines and Community-Wide Standard (as those terms are defined in the Master Residential Declaration).

8.6. **Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Master Residential Association, nothing shall be done or kept in or on any Lot or in any other part of the Property which may result in cancellation of any insurance on the Property or any part thereof, nor shall anything be done or kept in or on any Lot which may increase the rate of insurance on the Property. Nothing shall be done or kept in or on any Lot or in the Property or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority.

8.7. **Pets and Animals.** No animals or birds of any kind shall be raised, bred or kept in or on any Lot, except to the extent permitted by the Master Residential Declaration and any additional rules or regulations adopted by the Master Residential Association.

8.8. **Unoccupied Dwellings.** The Owner of an unoccupied Dwelling, including any mortgagee in possession and any mortgagee obtaining title to a residence by foreclosure or by any deed or other arrangement in lieu of foreclosure, is liable for full observance and performance of all terms and conditions of this Declaration and all other governing documents, including in particular but without limitation: (i) proper maintenance of the Lot and all improvements thereon; (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance as required to avoid an appearance of abandonment or other unsightly or unkempt appearance.

8.9. **Vehicles.** In general, all Vehicles (as defined below) must be parked, kept, maintained, stored, constructed, reconstructed or repaired only within a fully-enclosed garage. For purposes of this Section, the term "Vehicles" includes cars, trucks and vans of all sizes, motorcycles, motorbikes, snow mobiles, mopeds, mini-bikes, motor scooters, all-terrain vehicles, off-road vehicles, travel trailers, tent trailers, detached campers, or other similar machinery or equipment, whether motorized or not, whether wheeled or not and whether or not in operating condition. Notwithstanding the foregoing: (a) additional cars, vans or trucks having a capacity of one ton or less may be parked from time to time on driveways to accommodate visitors or guests of the Owner of the Lot or the Owner's tenant; and (b) service, repair or delivery vehicles may be parked on a Lot, but only for the period reasonably required to effect the needed service, repair or delivery. No Vehicle shall be parked on any roadway or street within or adjacent to the Property, except within designated parking areas.

8.10. **Garage Use.** No portion of any garage on any Lot may be diverted to any use other than the parking of vehicles and other generally accepted and customary use of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters. Garage doors must be kept in a closed position when the garage area is not being actively used.

ARTICLE 9 INSURANCE

Each Owner shall be responsible for insuring its own Dwelling and all related fixtures and equipment, against loss or damage by fire, lightning, and such other perils which are customarily covered with respect to properties similar in construction, and as required by such Owner's lender. Such insurance shall be in an amount equal to at least 100% of the replacement cost of the Dwelling exclusive of the cost of excavation, foundations and footings. Owners or occupants may also obtain insurance against liability for events occurring within a Dwelling, losses with respect to personal property and furnishings, and losses to other improvements owned by the Owner or occupant. All such insurance carried shall contain a waiver of subrogation rights by the carrier as to all other Owners and occupants.

ARTICLE 10 COMPLIANCE WITH DECLARATION

10.1. **Compliance.** Each Owner shall comply with the provisions of this Declaration and the decisions and resolutions of the Master Residential Association as the same may be lawfully

amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Master Residential Association or by an aggrieved Owner.

10.2. **Enforcement and Remedies.** The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any amended Declaration, enforceable against each Owner, shall be enforceable by any Owner of a Lot by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any amended Declaration, enforceable against an Owner or any other person, shall be enforceable by Declarant or the Master Residential Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

10.3. **Exemption.** Notwithstanding anything in this Declaration to the contrary, none of the covenants, conditions, restrictions, easements or other provisions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant or Master Developer or its affiliates in connection with the construction, management, administration, completion, maintenance, operation, sale, leasing, promotion or general development of any other property.

ARTICLE 11 MORTGAGEE PROTECTION

11.1. **Mortgage Protection.** No breach of any of the easements, covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

11.2. **Priority of Liens.** No enforcement of any lien or other collection provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (b) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

11.3. **Prior Liens Relate Only to Individual Lots.** All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Property as a whole.

11.4. **Mortgage Holder Rights in Event of Foreclosure.** Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer; provided, however, the foregoing provision shall not be deemed to limit collection against a prior Owner, personally, for any due and/or unpaid amounts (e.g., for shared maintenance or repair obligations hereunder).

ARTICLE 12
GENERAL PROVISIONS

12.1. **Intent and Purpose.** The provisions of this Declaration and any amendment hereto shall be liberally construed to effectuate the development and operation of the Property. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any amendment to this Declaration, shall not operate as a waiver of any such provision, easement, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

12.2. **Construction.** The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of applicable Utah law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

12.3. **Registration of Mailing Address.** All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his Dwelling's mailing address. Any notice or demand referred to in this Declaration shall be deemed given three days after deposited in the U.S. mail, postage prepaid, and in the form provided for in this section.

12.4. **Amendment.** So long as Declarant owns any Lot it may unilaterally amend this Declaration for any purpose, so long as such amendment does not materially adversely affect title to any Lot not owned by Declarant. All other amendments shall require the approval and signature of all Lot Owners. No amendment may be adopted that would cause this Declaration to conflict with the Master Residential Declaration. Amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

12.5. **Effective Date.** This Declaration shall take effect upon recording in the Official Records of the Salt Lake County Recorder, State of Utah.

12.6. **Term and Termination.** This Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, and thereafter shall automatically extend for successive 10-year periods unless the then-affected Owners sign a document stating that this Declaration is terminated and that document is recorded within the year before any extension. In such case, this Declaration shall terminate on the date specified in the termination document.

12.7. **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his or her Lot. The Owner of a Lot shall have no obligation for expenses or other obligations first accruing after he or she conveys title to such Lot.

12.8. **Declarant's Rights Assignable.** The rights of Declarant hereunder or in any way relating to the Property may be assigned. Upon assignment, references to the "Declarant" shall refer to such assignee.

12.9. **Mediation; Prerequisite to filing suit.** Any disputes between Owners concerning the interpretation, compliance or enforcement of the provisions of this instrument, including disputes related to Maintenance Obligations, shall be submitted to a mutually agreeable mediator or mediator service prior to the institution of any judicial action. The parties to the mediation shall bear the costs equally.

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

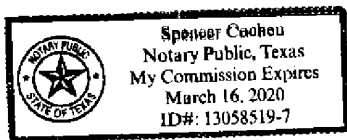
WEEKLEY HOMES, LLC,
a Delaware limited liability company

By: [Signature]
Name: John Burchfield
Title: General Counsel

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On January 2nd, 2018 personally appeared before me, a Notary Public, John Burchfield, the General Counsel of WEEKLEY HOMES, LLC, a Delaware limited liability company personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of WEEKLEY HOMES, LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



[Signature]
Notary Public in and for said State

My commission expires: 3/16/2020

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 453, 454, 455 and 456, Kennecott Daybreak Village 5 Plat 7 Subdivision,
Amending Lot V3 of the Kennecott Master Subdivision #1 Amended,
According to the Official Plat thereof on file and of record
in the Salt Lake County Recorder's Office