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**Tyler Estates LLC.  
Attn: Chris B. Balling  
625 North Angel St.  
Kaysville, UT 84037**

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***Tyler Estates Subdivision, Phase 1 & 3***  
***Kaysville, Utah***  
***A Residential Subdivision & Development***

**DECLARATION OF COVENANTS, CONDITIONS,  
AGREEMENTS & RESTRICTIONS**

Tyler Estates LLC.  
A Utah Limited Liability Company  
DEVELOPER

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY KNOWN AS**

***Tyler Estates Subdivision, Phase 1 & 3***

THIS DECLARATION is made this 2<sup>ND</sup> day of OCTOBER, 2007, 2008, by Tyler Estates LLC, hereinafter referred to as "Declarant".

**WITNESSETH**

WHEREAS, the Declarant, a Utah Limited Liability Company and developer of real property, more particularly described as follows:

All of Lots 101 through 113 and Lots 301 through 313, inclusive, known as Tyler Estates Subdivision Phase 1 & 3 situated in the City of Kaysville, in the County of Davis, in the State of Utah, according to the official plat thereof recorded as Entry No. 2264233 + 2264234 in Book 4268, Page 421 + 422, in the office of the Davis County Recorder; hereinafter referred to as "Property".

WHEREAS, it is the intent of the Declarant that any future lot that is developed adjacent to lots 101 through 113 and lots 301 through 313 of the Property, and all other future phases of Tyler Estates Subdivision that have been conceptually approved by Kaysville City, will be recorded with a Declaration of Covenants, Conditions, Agreements and Restrictions, as an amendment to this declaration and will be subject to and bound by these covenants.

WHEREAS, it is the desire and intention of the Declarant to subdivide and sell the Property described above and to subject the Property to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Property in the subdivision and the future owners of said Property;

THEREFORE, to further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

The following additional words, phrases or terms used in this Declaration shall have the following meanings:

- "Lots" shall mean any area of real property within the Property designated as an individual lot.
- "Owner" shall mean the record holder of legal title to the fee simple interest in any lot. If there is more than one record holder of legal title to a lot, each record holder shall be an "Owner."

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Property, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I – GENERAL PURCHASE CONDITIONS**

**All general and specific purchase conditions referred in Article I relate directly to the purchase contract.**

**1.1 CONSTRUCTION TIME PERIOD:** To protect the value of the property and individual Home Owner, the following time schedule is required:

- a. One year after the closing of the purchase contract, the land owner will have a building permit and have started construction of the home. In the event that the conditions of Article 1.1a are not fulfilled, the seller will be given the option to purchase back the property at the original contract purchase price minus closing costs or the current market value (whichever is less). It is up to the seller to exercise this option if deemed necessary.
- b. Two years after the closing of the purchase contract, the land owner will have a certificate of occupancy for the home.
- c. Three months after owner has received certificate of occupancy, the landscaping must begin as referenced in Article 3.7.

**1.2 NON-INVESTMENT PROPERTY:** The sole intent of Tyler Estates Subdivision is to provide home owners a beautiful community with protected land values. In the event that a lot must be resold, the seller will be given the option to purchase it back at the original contract price minus closing costs or the current market value (whichever is less). It is up to the seller to exercise this option if deemed necessary.

**ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE**

**2.1 COMMITTEE MEMBERSHIP:** The initial Architectural Control Committee shall consist of the following four members: Chris B. Balling, Brad Wilkinson, Roger Barrus, and Gene Beck. Action by this committee shall be ratified by at least two members. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor.

- 2.2 COMMITTEE DUTIES:** The Committee shall have all authority to interpret these covenants. Prior to the commencement of construction, the new owner or builder must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), material specifications, and site plan before the review process can commence. A landscaping plan is required as part of this initial review. The Committee will respond with an approval or disapproval as required in these covenants in writing within fourteen (14) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within fourteen (14) calendar days after plans and specifications have been submitted to it, approval will not be required but all plans and specifications must fully conform to the related restrictions and covenants found herein. Liability for non-compliance with said restrictions and covenants shall not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

### **ARTICLE III - RESIDENTIAL AREA COVENANTS**

- 3.1 DWELLING—SIZE, QUALITY, EXTERIOR MATERIALS AND ARCHITECTURAL SPECIFICS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor," as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.

a. **Dwelling Size:**

**One Story Dwelling (Rambler):** The required minimum above ground floor finished space shall be 2000 square feet with a minimum 3-car garage required.

**Two Story Dwelling:** The required minimum above ground floor finished space shall be 2750 square feet with a minimum 3-car garage required.

**Multi-Level Dwelling:** The required minimum above ground floor finished space shall be 2750 square feet with a minimum 3-car garage required.

THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM REASONABLY APPROPRIATE.

- b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken in compliance and conformity with all laws and ordinances of the city of Kaysville, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
- c. **Dwelling Exterior Materials:** The dwelling's front exterior shall have two (2) or more, large full-front facing panels of brick or rock masonry. "Large full-front facing panels" are defined as at least eight (8) feet high with a minimum one hundred (100) square feet of masonry area in each panel. The remaining exterior may be a combination of masonry, stucco or comparable product as approved by the Architectural Control Committee with the exception that a brick or rock masonry three (3) foot high wainscot is required, as a

minimum, on the sides and rear if stucco or comparable product is used on the sides and rear. Cedar lapboard or other types of wood or wood-composite sidings may be allowed by written approval from the Architectural Control Committee. Any of these exterior material requirements may be waived at the discretion of the Architectural Control Committee where the historic style will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (lamine) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.

- d. **Dwelling Architectural Specifics:** All homes must be constructed with a minimum three-car garage. Where possible, it is recommended that garages be designed and constructed as side loaded "car-court" style garages, where one is visible from the front elevation and two from the side elevation. However, no garage door may be more than 60% of the front elevation exterior wall space of the home. If the garage exceeds 50% of the front exterior of the wall space of the home, a decorative style garage door (i.e. barn style, etc.) is required along with Architectural Control Committee approval in writing.

Roof pitches shall be a minimum rise over run of 8/12 or greater. The Architectural Control Committee must approve in writing any other variation from this specification.

If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

**THE ARCHITECTURAL CONTROL COMMITTEE HAS THE RIGHT TO CHARGE THE OWNER, ITS CONTRACTOR OR AGENT UP TO \$200.00 NON-REFUNDABLE REVIEW FEE, PER PLAN BEING REVIEWED, FOR ARCHITECTURAL CONTROL COMPLIANCE AND APPROVAL. THE ARCHITECTURAL CONTROL COMMITTEE HAS THE AUTHORITY TO ENGAGE THE SERVICES OF AGENTS TO REVIEW SUCH PLANS AT A COST OF NO MORE \$200.00 PER PLAN.**

**ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 2.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, WHICH MAY BE LEVIED AS A LEIN, AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE.**

- 3.2 FENCES, WALLS, AND HEDGES:** The use of hedges are encouraged, but are required to be in conformance with the guidelines found in this section as well as with any and all landscape requirements found herein. Any fence or wall constructed on any lot shall be constructed in conformity to the following guidelines:

- a. **Material:** All fences or walls shall be of brick, stone, wrought iron, vinyl coated chain link, or vinyl. No fence or walls shall be constructed of regular chain link, cedar, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee. See Section 3.2c below for fence material requirements and restrictions.
- b. **Height:** Any fence, wall, hedge, or other similar structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.
- c. **Location:** Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot from the front corner of the residential structure to the front property line. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the property line parallel to the street.

**3.3 DRAINAGE:** Generally, the side and rear property lines are deemed drainage easements and no lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The owner of the lot shall continuously maintain the sloped areas of each lot and all improvements in them, except for those improvements for which a public authority, utility company is responsible.

**3.4 STORM WATER MATTERS:** The construction of each Dwelling, other structure, landscaping, or other improvement shall be in full compliance with all now or hereafter effective federal, state, and local laws, rules, and regulations (collectively, "Storm Water Laws") relating to storm water pollution. Lot owners shall be fully and finally responsible for: (i) becoming apprised of the terms, conditions, and requirements of all Storm Water Laws, (ii) causing their contractors, subcontractors, material suppliers, and other appropriate persons and entities (collectively, "Construction Parties" or, individually, a "Construction Party") to become apprised of the terms, conditions, and requirements of all Storm Water Laws which are from time to time in effect.

In order to assure that they are in full compliance with all now or hereafter effective Storm Water Laws, Lot owners and all Construction Parties are directed to contact appropriate federal, state, and local agencies and authorities including, but in no event limited to, the Utah Department of Environmental Quality, Division of Water Quality or any successor agency or authority (collectively, the "DEQ").

Each Lot owner and each Construction Party shall be required to obtain, prior to the commencement of construction, such permits (collectively, "Storm Water Permits") as are from time to time required by applicable Storm Water Laws. In order to ascertain the requirements for Storm Water Permit, the Lot owners and the Construction Parties should contact the DEQ and other applicable agencies or authorities.

The DEQ and other applicable federal, state, and local agencies and authorities are expected to possess and retain the right to impose significant fines and penalties (collectively "Storm Water Fines") in connection with violations of Storm Water Laws. Except in the event of Storm Water Fines resulting from the negligent actions of the Developer, each applicable Lot owner shall be responsible for promptly paying all Storm Water Fines which in any way relate to such owner's Lot, regardless of whether such Storm Water Fines arise as consequence of the actions of the Lot owner, any of the Construction Parties, or third parties, and shall indemnify, defend, and hold harmless the Developer in connection with all matters relating to the violation of Storm Water Laws and the payment of Storm Water Fines relating to their construction activities.

Current and future Storm Water Laws are expected to prohibit all conditions that do or could result in storm water carrying silt or other materials away from a lot. Examples of such conditions might include, but would not necessarily include or be limited to, dirt or other material located on or near streets that is not properly contained, the failure to install silt fences, and the non-usage of wattles surrounding drains and drainage areas. The forgoing are examples only, and do not comprise a complete or exhaustive list of conditions which are or might be in violation of Storm Water Laws. Lot owners and Construction Parties should refer to specific Storm Water Laws in order to ascertain the full range of violative conditions

**3.5 USE RESTRICTIONS:** The use of the Lots are subject to the following use restrictions:

- a. **Land Use.** Each lot shall be used for private residence purposes only. No pre-existing structure of any kind shall be moved from any other location and placed upon said lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started, unless approved by the Architectural Control Committee. No Lot shall be subdivided or partitioned.
- b. **Nuisance.** No Owner or resident, their family members, guests or invitees shall create or maintain a nuisance on any part of the property. If a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood. The creation or maintenance of any noxious or offensive condition, 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 Property.
- c. **Temporary Structures.** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers, or sheds without the prior written consent of the Committee, although the Developer may install and use temporary structures in the development of the Property and marketing of the lots or homes.

No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

- d. **Out Buildings.** It is understood that out buildings such as swimming pool dressing facilities, sheds, garages, etc., may be constructed on any lot as long as they are in conformity with the requirements found in Section 3.1c of this Declaration and are approved by the Architectural Control Committee.

- e. **Commercial or Business Use.** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee. The terms "trade or business" shall have their ordinary and generally accepted meanings, which 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 such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
- f. **Energy Conservation Equipment.** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the Architectural Control Committee.
- g. **Storage and Parking of Vehicles.** Motor Vehicles in the Property shall be subject to the parking rules and regulations. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways for more than 45 days. Such vehicles that are properly licensed and in running condition may be stored on side of the lot if properly screened from view behind a 6' privacy fence. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, building or parking space, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on or about any of the Public Rights of Way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.
- h. **Aerials, Antennas, and Satellite Systems.** No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot. New digital satellite style "mini-dishes" or the like used for television reception may be excluded from this provision. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.
- i. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than sixteen square feet advertising the property for sale; or signs (of any size) used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the Architectural Control Committee in writing.



- j. **Pets.** No more than two (2) domestic pets per Lot are allowed. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or about the property. No pet may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a Dwelling Unit and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets in violation of the rules and regulations. Pets, which constitute a nuisance, must be removed from the Property.

No dog will be allowed to roam unattended in the Property. Dogs shall be kept in the house, a dog run, kennel, or a fenced yard. All dog runs or kennels shall be screened off and out of the direct view from any street, and should be in the rear yard of the home. At other times, dogs shall be on a leash and under the direct control and supervision of the owner.

- k. **Repair of Buildings & Improvements.** No building(s) or improvement(s) upon any lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- l. **Mail Boxes.** The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city. The Owner is solely responsible to obtain instructions for proper mailbox location from said entities.
- m. **Refuse & Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers provided by the City of Kaysville. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- n. **Excavations & Completing Improvements.** No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

- 3.6 OFF-SITE IMPROVEMENTS:** Before taking title or possession of any Lot, the Purchaser shall inspect the completed offsite improvements. Except for deficiencies or defects specified by the Purchaser to the developer before ownership is taken, purchaser hereby releases the developer from further obligations or responsibility as to the installation of the off-site improvements.

If the off-site improvements are not complete at the time ownership is taken, the Developer will, upon completion of the uncompleted off-site improvements, give written notice of completion to purchaser. Unless Purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion, the off-site improvements shall be deemed acceptable to the Purchaser and the Developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete off-site improvements.

- 3.7 LANDSCAPING:** The Owner is required to submit two sets of plans that include all front and side landscaping plans detailing all trees, plants, and grass locations; planters, rocks, berms, and retaining locations to be used before the review process can commence. The Committee shall have the authority to disapprove any landscape practices including, but not limited to, extraordinary landscape treatments (i.e. lava rock gardens in park strips or other similar practices). The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) calendar days after plans and

specifications have been submitted to it, approval will not be required but all related covenants must be fully observed. Liability for non-compliance with said restrictions and covenants will not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee. A landscaping plan may be required sooner if the Architectural Control Committee deems necessary as a part of approving the architectural style of the home as found in Section 3.1 above.

Initial landscape requirements are as follows: The owner is to landscape all front and side yards (to the rear of the home) in a manner accepted and approved by the Architectural Control Committee. The owner shall begin landscaping within 3 months of builder's receipt of a Certificate of Occupancy from Kaysville City (weather permitting), or in the event that weather doesn't permit commencement of landscaping to begin the owner shall begin by April 15<sup>th</sup>. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of commencement. The owner is required to install 1 ½" caliper flowering pear trees every 30' as a minimum in the park strip between the curb and gutter and the sidewalk.

Any trees planted within public rights-of-way shall comply with Kaysville City's ordinances and approved tree species list (if it exists, is applicable and/or required). All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Architectural Control Committee.

#### **ARTICLE IV - GENERAL PROVISIONS**

- 4.1 ENFORCEMENT:** Any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.2 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- 4.3 AMENDMENT:** Exceptions to the strict interpretation of these guidelines that would cause undue hardship serving no public purpose may be appealed to the Architectural Control Committee. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least sixty-six and two-thirds percent (66-2/3rd%) of the total allowable votes of all Lots (one vote per Lot), which vote may be taken at a duly called meeting or individually in person. Any amendment approved shall be written, signed, and recorded against the Lots.
- 4.4 CONDITIONS OF ACCEPTANCE:** Upon transfer of title from Developer to Purchaser, Purchaser shall assume full responsibility for accepting property 'AS IS' and to make property inspection of the following prior to closing: 1) Sewer; 2) Water; 3) Secondary Water; 4) Gas; 5) Electric; 6) Telephone; 7) Land Drains; 8) Curb & Gutter; 9) Sidewalks; 10) Asphalt roads. All property owners understand that the Declarant does not own or exercise any control over the water rights from the existing irrigation structures and piping installed throughout the property.

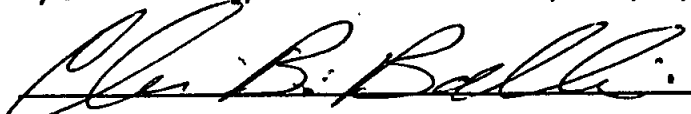
All property owners further understand that the Declarant is powerless in seeking to have said water rights assigned.

**4.5 DEDICATION, MAINTENANCE, SERVICE:** The Property has been developed as a subdivision within Kaysville City and all streets, water, land drain (those found within the public rights-of-way), storm drain improvements and rights-of-way will be dedicated to and maintained by Kaysville City. Kaysville City will provide electrical power service, water service and garbage removal.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand this day 2<sup>ND</sup> of OCTOBER, 2007, ~~2008~~

DECLARANT:

Tyler Estates LLC, A Utah Limited Liability Company



By Chris B. Balling

Its Authorized Agent and Managing Member.

On the 2 day of October, 2007, personally appeared before me Chris B. Balling, who being by me duly sworn did say that he is the Authorized Agent and MEMBER MANAGER of Tyler Estates LLC, that he signed the foregoing instrument by proper authority, both in its capacity as a Limited Liability Company and in its capacity as a manager member of the said Limited Liability Company, and said Chris B. Balling duly acknowledged to me that said Limited Liability Company executed the same.

Signed:   
NOTARY PUBLIC

Residing at Kaysville

My commission expires 11-15-07

