

WHEN RECORDED MAIL TO:  
Centex Homes  
5350 South Commerce Drive #320  
Murray, Utah 84107

**RETURNED**

**FEB 11 2002**

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 FEB 11 11:08 AM FEE 29.00 DEP MT  
REC'D FOR CENTEX HOMES

*all, Woods Cross Town Center*

**DECLARATION OF  
SIDEYARD EASEMENTS BY  
CENTEX HOMES AT  
WOODS CROSS TOWN CENTER LOTS 10 THROUGH 20**

*flag legal thru 0022  
06-190-0001*

Declarant: CENTEX HOMES
Legal Description:  DAVIS COUNTY  Woods Cross Town Center:  Beginning at a point on the South line of 1500 South Street, said point being South 89°41'25" West 212.52 feet along the quarter section line, South 0°06'45" West along the centerline of 800 West Street, South 89°45'45" West 407.08 feet along the centerline of 1500 South Street and South 0°13'25" West 33.00 feet from the center Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, running thence South 0°13'25" West 130.00 feet; hence North 89°45'45" East 83.00 feet; thence North 0°45'36" West 193.55 feet; thence South 0°03'25" West 147.02 feet to the North line of Maryan Estates Subdivision; thence South 89°48'15" West 639.67 feet along the North line of said Maryan Estates Subdivision; thence North 14°44'44" East 143.97 feet; thence Northeasterly 110.04 feet along the arc of 84.00 foot radius curve to the right (center bears South 75°15'16" East, chord bears North 52°16'30" East 102.34 feet through a central angle of 75°03'31"); thence North 89°48'15" East 11.45 feet; thence North 0°14'15" West 268.72 feet to the said South line of 1500 South Street; thence 89°45'45" East 431.96 feet along said South line of 1500 South Street to the point of the beginning.  All of Lots 10-20, Woods Cross Town Center, according to the official plat thereof of record with the County Recorder for Davis County, Utah.
Assessor's Tax Parcel ID Numbers: 06-190-0010; 06-190-0011; 06-190-0012; 06-190-0013; 06-190-0014; 06-190-0015; 06-190-0016; 06-190-0017; 06-190-0018; 06-190-0019; and 06-190-0020

THIS DECLARATION OF EASEMENTS ("Declaration") is made by CENTEX HOMES, a Nevada general partnership ("Declarant")

**RECITALS**

A. Declarant owns All of Lots 10-20, Woods Cross Town Center, according to the official plat thereof of record with the County Recorder for Davis County, Utah (the "Property").

B. Declarant desires to provide easements for the Property on the terms and conditions set forth herein.

### DECLARATION

Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the provisions of this Declaration.

#### 1. DEFINITIONS

1.1 "*Benefitted Lot*" means a Lot that enjoys a Sideyard Easement over a portion of adjacent Lot within the Property. A list of all Benefitted Lots is attached as EXHIBIT A.

1.2 "*Burdened Lot*" means a Lot over a portion of which an adjacent Lot enjoys a Sideyard Easement within the Property. A list of all Burdened Lots is attached as EXHIBIT A.

1.3 "*Lot*" means a residential lot located within the Property.

#### 2. EASEMENTS

2.1 SIDEYARD EASEMENT. Declarant hereby declares that the owner of a Benefitted Lot his or her family members, lessees and social invitees, has a Sideyard Easement over that portion of the adjacent Burdened Lot as physically described in EXHIBIT B. The Sideyard Easement shall be appurtenant to and shall not be separated from ownership of the Benefitted Lot. The Sideyard Easement shall be for the purpose pedestrian ingress and egress and the use and enjoyment of such Sideyard Easement is restricted as follows:

2.1.1 The owner of the Benefitted Lot shall not attach any object to a wall or dwelling belonging to the Burdened Lot or disturb the grading of the Sideyard Easement area or otherwise act with respect to the Sideyard Easement area in any manner which would damage the Burdened Lot.

2.1.2 The owner of the Burdened Lot shall have the right of surface drainage in, over, across and upon the Sideyard Easement area for water draining from the Burdened Lot and/or from any dwelling or structure thereon and shall have the further right to concentrate drainage from the Burdened Lot under or through the subsurface of the Sideyard Easement area except that such subterranean drainage shall only be permitted through drainage devices installed by Declarant in the original construction of the dwellings in the Lot or, in the

event of any damage or destruction, such draining devices as repaired or reconstructed.

2.1.3 The owner of the Burdened Lot shall have the right at all reasonable times to enter upon the Sideyard Easement area, including the right to cross over the Benefitted Lot for such entry, in order to (i) maintain eaves and appurtenances thereto and the portions of any dwelling structure fronting the Sideyard Easement areas originally constructed by Declarant or as later approved by the Woods Cross Town Center Homeowners Association, Inc., (ii) maintain and repair drainage facilities and systems servicing the Burdened Lot located upon or within the Sideyard Easement area, or (iii) install, maintain, repair, replace and service (including meter reading) utilities serving the Burdened Lot. In exercising such right, the owner of the Burdened Lot shall utilize reasonable care not to damage any landscaping or other items existing in the Sideyard Easement area; provided, however, the owner of the Burdened 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 Easement area for authorized purposes.

2.1.3. The owner of the Burdened Lot shall have the duty to reasonably maintain landscaping and foliage on the Sideyard Easement and to prevent such landscaping and foliage from obstructing reasonable use of the Sideyard Easement by the owner of the Benefitted Lot.

2.1.4 This Sideyard Easement is subject to any easement previously granted (i.e., public utility easement).


3. SEVERABILITY. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provision or application.

4. EASEMENT RUNNING WITH THE LAND. The easement contained herein shall be an easement running with the land and shall inure to the benefit of, and shall be binding upon, all persons having any right, title or interest in such land and their respective successors, grantees, heirs and assigns.

EXECUTED this 6th day, of February, the year 2002.

DECLARANT:

CENTEX HOMES,  
a Nevada general partnership

By:   
Name: STACY E. LEDLE  
Title: CONTROLLER

STATE OF UTAH )  
 :  
 ) Salt Lake COUNTY )

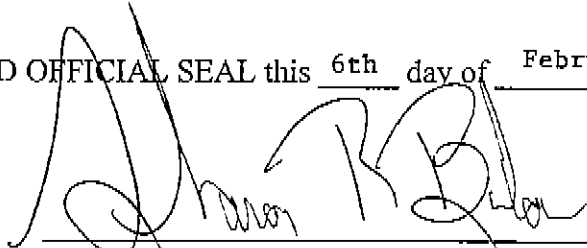
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ss.

On this day personally appeared before me Stacy E. Liedle, to me known to be the Controller & Asst. Sec. (officer) of CENTEX HOMES, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 6th day of February, 2002.

Seal



Printed Name Sharon R. Bulow  
NOTARY PUBLIC in and for the State of Utah  
residing at Salt Lake County, Utah  
My Commission Expires 10-10-05



EXHIBIT A  
SIDEYARD EASEMENT SUMMARY

Lot Benefitted	Lot Burdened
10	11
11	12
12	13
13	14
14	15
17	16
18	17
20	19

EXHIBIT B  
INDIVIDUAL EASEMENT DESCRIPTIONS

Lot 11

Beginning at a point 5 feet north of the southwest corner of Lot 11, thence running 56 feet northward along the west border of Lot 11, thence running 4 feet eastward, thence running 56 feet southward, thence running 4 feet westward to the point of beginning.

Lot 12

Beginning at a point 5 feet north of the southwest corner of Lot 12, thence running 59.5 feet northward along the west border of Lot 12, thence running 4 feet eastward, thence running 59.5 feet southward, thence running 4 feet westward to the point of beginning.

Lot 13

Beginning at a point 5 feet north of the southwest corner of Lot 13, thence running 59.5 feet northward along the west border of Lot 13, thence running 4 feet eastward, thence running 59.5 feet southward, thence 4 feet running westward to the point of beginning.

Lot 14

Beginning at a point 5 feet north of the southwest corner of Lot 14, thence running 56 feet northward along the west border of Lot 14, thence running 4 feet eastward, thence running 56 feet southward, thence running 4 feet westward to the point of beginning.

Lot 15

Beginning at a point 5 feet north of the southwest corner of Lot 15, thence running 59.5 feet northward along the west border of Lot 15, thence running 4 feet eastward, thence running 59.5 feet southward, thence running 4 feet westward to the point of beginning.

Lot 16

Beginning at the point 5.5 feet east of the southwest corner of Lot 16, thence running 59.5 feet eastward along the south border of Lot 16, thence running 4 feet northward, thence running 59.5 feet westward, thence running 4 feet southward to the point of beginning.

Lot 17

Beginning at the point 5.5 feet east of the southwest corner of Lot 17, thence running 59.5 feet eastward along the south border of Lot 17, thence running 4 feet northward, thence running 59.5

feet westward, thence running 4 feet southward to the point of beginning.

Lot 19

Beginning at the point 6.3 feet north of the southeast corner of Lot 19, running 56 feet northward along the east border of Lot 19, thence running 4 feet westward, thence running 56 feet southward, thence running 4 feet eastward to the point of beginning.