

When recorded return to:  
Chocolate Homes, LLC  
13818 South Vestry Road  
Draper, UT 84020

12491557  
3/9/2017 9:26:00 AM \$25.00  
Book - 10536 Pg - 4550-4553  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

MTC File No. 244925v2

## DECLARATION OF SIDEYARD EASEMENTS

This Declaration Agreement is made by Chocolate Homes, LLC (herein Chocolate Homes) as of the date of the acknowledgment of said owner. The undersigned states and declares as follows:

1. This Declaration is made in connection with Lots 172 through 181, inclusive, of Westgate Aclaime at Independence Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder situated in Salt Lake County, Utah, all of which Lots are owned by Chocolate Homes and are referred to herein as the Project.

<u>Lot No.</u>	<u>Owner(s)</u>	<u>Tax Parcel No.</u>
172	Chocolate Homes, LLC	31-11-379-129
173	Chocolate Homes, LLC	31-11-379-128
174	Chocolate Homes, LLC	31-11-379-127
175	Chocolate Homes, LLC	31-11-379-126
176	Chocolate Homes, LLC	31-11-379-125
177	Chocolate Homes, LLC	31-11-379-124
178	Chocolate Homes, LLC	31-11-379-123
179	Chocolate Homes, LLC	31-11-379-122
180	Chocolate Homes, LLC	31-11-379-121
181	Chocolate Homes, LLC	31-11-379-120

2. This Declaration is made in connection with each of the Lots referred to above.
3. Chocolate Homes has constructed or is in the process of constructing 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.
4. 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 utilized 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 cause 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.
- g. Further, each of the Sideyard Easements referred to herein shall be subject to a public utility and irrigation and drainage easement in favor of the HOA.

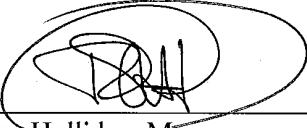
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged Chocolate Homes declares that the Sideyard Easements declared and created hereunder are and shall be perpetual, shall run with the land for the benefit of and shall be appurtenant to each Dominant Lot. 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 West 5 feet of (Servient) Lot 172 shall be a part of the Sideyard of Lot 173 (the Dominant Lot); and
- (b) The West 5 feet of (Servient) Lot 173 shall be a part of the Sideyard of Lot 174 (the

- Dominant Lot); and
- (c) The West 5 feet of (Servient) Lot 174 shall be a part of the Sideyard of Lot 175 (the Dominant Lot); and
  - (d) The West 5 feet of (Servient) Lot 175 shall be a part of the Sideyard of Lot 176 (the Dominant Lot); and
  - (e) The East 5 feet of (Servient) Lot 178 shall be a part of the Sideyard of Lot 177 (the Dominant Lot); and
  - (f) The East 5 feet of (Servient) Lot 179 shall be a part of the Sideyard of Lot 178 (the Dominant Lot); and
  - (g) The East 5 feet of (Servient) Lot 180 shall be a part of the Sideyard of Lot 179 (the Dominant Lot); and
  - (h) The East 5 feet of (Servient) Lot 181 shall be a part of the Sideyard of Lot 180 (the Dominant Lot); and
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. Each Owner of a Dominant Lot acknowledges responsibility for the maintenance of the Sideyard Easement from which it benefits.
6. In addition to the Sideyard Easements referred to herein, Chocolate Homes, as Owner, does hereby convey and grant to Chocolate Homes at Westgate and Westgate Aclaime at Independence Subdivision HOA (herein the HOA) a perpetual easement over the West 5 feet of Lot 176 and the East 5 feet of Lot 177 for a Footpath, Landscaping, Mailbox and Irrigation Facilities (herein the HOA Easement). The HOA shall be responsible for the maintenance of the HOA Easement referred to above.
7. The 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 Owners of the Lots and their respective successors and assigns.

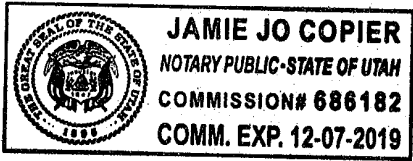
[Signatures follow on Subsequent Page]

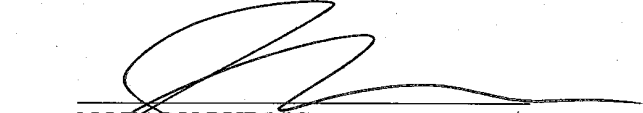
Chocolate Homes, LLC

By:   
Its: Ross Holliday, Manager

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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2017 by Ross Holliday, Manager of Chocolate Homes, LLC, who duly acknowledged to me that said instrument was executed by authority.



  
NOTARY PUBLIC