

3/16/0
RETURNED

OCT - 3 2000

AMENDED

DECLARATION OF HOMEOWNERS ASSOCIATION
AND PROTECTIVE COVENANTS OF
JESSI'S MEADOW P.U.D. SUBDIVISION
DAVIS COUNTY
WEST BOUNTIFUL, UTAH

E 1616841 B 2698 P 1017
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 OCT 3 11:22 AM FEE 68.00 DEP MT
REC'D FOR PRINCE DEVELOPMENT

Know all men by these presents: that Prince Development LLC is the owner and grantor of the following described real property located in Davis County, State of Utah, and more specifically described as follows:

*(see Recorded Subdivision Plat, entry #1612384,
book 2689, page 1009, contains all of Jessi's Meadow
PUD Subdivision, lots 1-40. These restrictive covenants
amend, replace, & vacate those previously recorded as entry
1612385, book 2689, page 1010, entitled, Declaration of Covenants,
Conditions and Restrictions of Jessi's Meadow, a Planned Unit Development).*

Whereas, in pursuance of a plan of development of said property to a residential subdivision to be know as Jessi's Meadow, the undersigned has divided said property into individual residential building lots, as more fully set forth in the subdivision plat of said Jessi's Meadow PUD on file in the Davis County Recorders Office, Farmington City, Utah.

Whereas it is the intent and purpose of the undersigned to limit and restrict the type, quality, size, and use of all structures and other matters now existing or to be placed or used on said property and within said subdivision for the benefit of all the owners thereof, which said restrictions are and shall be construed as covenants running with said land and shall bind the undersigned, his heirs, executors, future assigns of said premises, and all persons hereinafter having any interest therein, or any part thereof.

Now therefore, in consideration, the premises, and as partial consideration for all conveyances hereinafter made, the undersigned hereby covenants, agrees, and declares that all ownership and uses of said property hereinafter shall be subject to the following restrictive covenants:

1) ARCHITECTURAL CONTROL: The Architectural Control Committee is charged with the responsibility of maintaining the quality and value of the subdivision for the benefit and financial security of the residents who will live there.

The Architectural Control Committee shall be composed of Alan J. Prince and Dwight Prince as it's initial two representatives. Each representative may represent and act in behalf of the committee. In the event of the death or resignation of any member of the committee, the remaining member of the committee shall have full authority to select a successor. The membership of this committee may be comprised of as many as three members. Neither members of the committee, nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant. Within thirty days of such

06-192-0001 to 0040 incl.

time as at least 22 of the 27 homes in the subdivision have been constructed and are occupied, the Architectural Control Committee shall be required to convene a meeting of the lot owners. At that meeting a new Architectural Control Committee will be elected by the Owners. Each lot owner shall be entitled to one vote. Where one individual owns more than one lot that individual shall be entitled to one vote per lot owned. A husband and wife couple living in the same home shall be esteemed as one lot owner having one vote. A majority of at least 30 of the 40 lot owners shall be required to alter restrictions or conditions as outlined in this original declaration.

2) ARCHITECTURAL COMMITTEE RESPONSE: The committee is charged with the enforcement of the covenants and conditions specified in this document. As such the committee has been created by the Declarant for the purpose of approving, rejecting, and requiring modification of any plans or specifications for structures to be erected on lots within the boundaries of the subdivision.

The committee's approval or disapproval as required in these covenants shall be in writing. The lot owner wishing to construct a dwelling or outbuilding on a lot must first submit a formal set of plans, plan specifications, and a site plan to the committee before the review process can commence. The committee shall respond in each instance within ten days of the formal submission of completed plans being made.

3) HOMEOWNERS ASSOCIATION: Each lot owner purchasing and closing upon a lot in this subdivision shall automatically become a member of the Jessi's Meadow Homeowners Association, and shall have one share of ownership in the same, and one voting right within the same. The purpose of the Homeowners Association is specifically the caring for, maintenance, and upkeep of the landscaped shoulders of Jessi's Meadow Way (900 North), Jessi's Meadow Circle (700 North), and Jessi's Meadow Drive (1255 West), which wind through the subdivision. The Homeowners Association shall also have responsibility for the care, maintenance, and upkeep of the bridal path which borders the roadway on both sides throughout the subdivision. This responsibility shall primarily be the periodic removal of snow from this path and the periodic resurfacing of the asphalt covering the path. The Homeowners Association shall have the responsibility for the care, upkeep, and cleaning of the underground perimeter drain system which connects the land drain on each lot to the Nature Conservancy Pond on the northwest corner of the project.

The Homeowners Association shall be comprised of a President and a Secretary-Treasurer. These positions shall initially be held and officiated by Prince Development, but Prince shall appoint replacements at any point after 22 of the 40 lots in the subdivision have been sold. These appointees shall act in the capacity of President and Secretary/Treasurer until such time as the meeting is held to elect a new Architectural Control Committee, at which time the registered majority owners of the subdivision shall elect and install a new President and Secretary/Treasurer, following the same format as that used in electing the new Control Committee.

The Homeowners Association shall be charged with collecting the monthly, quarterly, or annual dues from each lot owner, accounting for the same, keeping accurate banking records, letting contracts for the annual or seasonal care of the subdivision's landscaped roadways, and snow removal from the subdivision bridal paths. The President and Secretary/Treasurer shall be empowered to lien and levy, (in the instance of nonpayment of subdivision dues), to let contracts from seasonal maintenance, to write out and pay checks for the payments of services rendered to the Homeowners Association, to prepare and monitor annual budgets for the subdivision, and to

access on an annual basis the monthly homeowners fees required to fund the operating budget. The President and Secretary/Treasurer shall keep and have available to the association membership accurate books of the collection and expenditure of homeowners association moneys.

The Homeowners Association shall be established with the State of Utah as a non-profit, Sub-Chapter 'S' Corporation, and shall hold regular homeowners meetings at least twice a year, and shall file a fiscal report to the State and membership of the association on an annual basis. Appointment or election to the offices of President and Secretary/Treasurer shall be for a two year period. These positions may be held by the same person or persons as serve on the Architectural Control Committee.

Banking records for the Homeowners Association, (savings and checking), shall be opened by the initial persons holding the office of President and Secretary/Treasurer, or by the Declarant, and shall be passed from each administration to the next. The President of the Homeowners Association shall be the official spokesperson for the homeowners in the subdivision in any matters pertaining to West Bountiful City or Davis County.

4) **DIVISION OF LOTS:** No lot in this subdivision as shown on the official recorded plat of Jessi's Meadow PUD shall be divided, subdivided, portioned, parceled, or broken up into smaller lots or units.

5) **DWELLING SIZE:** No one-level (Rambler) style home shall be permitted with a main-floor living area of less than 1,650 Sq.Ft., (excluding open porches, garages, and breezeways). All two-story homes shall have a living area of not less than 1,950 Sq.Ft., (of which not less than 900 Sq.Ft. must be on the ground level), not including covered porches, patios, garages, or breezeways. Three and Four level homes (multilevel), must have at least 1,750 Sq.Ft. of living area finished, (not counting covered porches, patios, garages, or breezeways), which living area is calculated by the total of the upper two floors and ½ of the third floor areas. All homes built on any lot in the subdivision must have, at the minimum, a two-car garage. Each garage in the community must have a minimum internal area of not less than 480 Sq.Ft. Any auxiliary building constructed on any lot must be so designed and constructed as to be compatible in appearance with the main building, harmonious with the neighborhood, and must meet all West Bountiful City ordinances for such structures. The homes on lots 33 and 39 must face onto, (and gain access to the home and garage from), Jessi's Meadow Circle.

6) **BUILDING HEIGHT:** No Main Dwelling nor Auxiliary Building will be permitted which exceeds two stories above ground level, or to be more than thirty five (35') feet in height. The term ground level shall refer to a grade point equal to the top crown of the roadway in the center of the subdivision road that fronts the subject lot.

7) **BASEMENTS:** In compliance with West Bountiful City ordinances in place at the date of recordation of these restrictive covenants, no dwelling or auxiliary building shall be permitted which has a basement. All main dwellings shall be constructed such that the lowest finished level for any residence constructed on any lot shall be one foot above the center top crown of the roadway running in front of the lot, and from which roadway access is gained to the lot.

8) **ELEVATION OF STRUCTURES:** No structure, home dwelling, or auxiliary building may be constructed on any lot within the subdivision boundaries which has a finished floor level sited or placed below the elevation of 4,222 feet above sea level.

9) **DWELLING EXTERIORS:** Unless specifically excepted by the Architectural Control Committee, no home shall be allowed to be constructed in the subdivision which has less than 25% of the total exterior surface area covered by brick or stone, (including, at a minimum, 25% of the *front face* of each home and/or auxiliary building being brick or stone). Certain cultured stone treatments are acceptable. The extensive use of brick or stone is highly encouraged, as is the use of synthetic stucco. No log or premanufactured homes are permitted. Soffit and fascia areas are not considered in the terms 'face' surfaces. Roofs are to be constructed with no less than a 25-year rated asphalt shingle. Bright colors or highly unusual colors, in either siding, stucco, or roof shingle colors are prohibited. A color chart or sample board of the colors intended for constructed must be submitted along with the blueprints for the home to be built at the time of architectural review.

10) **SETBACKS AND BUILDING LOCATION:** All structures built within the subdivision must conform to the building codes and zoning setbacks established by West Bountiful City. The plot plan submitted along with the houseplans for architectural review must show the placement and location of the main dwelling and any auxiliary buildings which will be built concurrently, or prior to, the construction of the main dwelling structure. This plot plan must clearly shown conformance of any planned structure with West Bountiful City requirements.

11) **CONSTRUCTION COMMENCEMENT AND COMPLETION:** Construction must commence within 2 years of the initial lot closing, unless specifically extended in writing by the Homeowners Association. During this period of waiting to construct, (as well as during the course of construction and following occupancy of the home), all lot owners shall be required to maintain their lot in a satisfactory conditions, namely that the lot be kept free of weed growth, be properly maintained and watered, trimmed, edged, and that no trash or garbage be allowed to accumulate. One construction commences, the main residential building must be fully complete and occupied within one year of the footings being dug, and any auxiliary buildings must be fully complete with 9 months of the commencement of construction on each auxiliary structure. All construction debris, excavation dirt, trash, etc. associated with the building process shall be removed from the lot and subdivision within the timeframe of construction. Each lot shall be required to have an on-site dumpster, (which is regularly emptied), during the course of construction. Dirt, mud, or debris from construction on any lot is not allowed to be carried onto the subdivision pathways or roadways, and it shall be the responsibility of each lot owner to clean up such deposits, and to stand the cost of sweeping the subdivision roadway where their construction dirt is deposited.

12) **PRE-CONSTRUCTION IMPROVEMENT-DAMAGE BOND DEPOSIT:**

Following the receipt of written approval of the blueprints and plot plan for the home to be built on a given lot, and within the 2-3 year timeframe it will take for Prince Development to have it's improvement-guarantee bond withholding released by West Bountiful City, each owner wishing to build on any lot within the subdivision will place with Prince Development LLC a subdivision-improvement-damage bond in the amount of \$1,500.00. Prince Development will hold a pre-construction walkover of the lot in question prior to the commencement of construction noting any damages already existing. Prince Development will deliver to the homeowners a fully completed building lot with all improvements intact. If during the course of construction of each residence, (or auxiliary building), it is determined that damages have been done to the lot improvements, (ie. Damaged landscaping strip, broken drive approaches, crushed or displaced bridal path, broken curb & gutter, etc.), each lot owner will be so notified, and will have a 30-day

period in which to correct the damage. If corrections are made in such a way as to satisfy West Bountiful City, (so Prince Developments' bond on that lot is fully released), the \$1,500.00 shall be returned to the owner fully intact. In the instance the lot owner or homeowner does not or will not make the noted corrections Prince Development shall utilize the impounded funds to make the necessary corrections, and will return any unused portion to the lot owner. No construction is allowed to begin without this improvement-damage bond being satisfactorily paid.

Once the Declarant's final bond with the City has been released, and the Declarant has no impounded funds at risk, this provision shall be automatically eliminated, unless voted on by the homeowners association to be kept in place with the improvement-bond being paid to the homeowners association rather than Prince Development, to insure compliance with construction requirements, etc.

13) FENCING: Unless specifically approved in writing by the architectural Control Committee, no fencing shall be permitted within the subdivision boundaries which differs significantly from the white vinyl 4-rail fence the Declarant has caused to be erected on the subdivision perimeter, (other than adjacent to the City's Golf Course along lots 16-22, which 8 ft. chain-link fencing was mandated by the City of West Bountiful). White vinyl 2-rail and 3-rail fencing, (rather than 4-rail), shall not be considered to be significantly different from that erected by the Declarant. Stone or brick pillars, corner markers, mailboxes, etc. are encouraged, especially when tied into the 2-, 3-, and 4-rail white vinyl fencing.

14) LANDSCAPING: Landscaping of front yards and all other portions of the lot facing any street must be completed within 6 months of occupancy being taken, except in the instance of weather conditions not permitting installation, in which event an extension of up to 8 months may be given by the Architectural Control Committee. Rear yard landscaping must be completed within 12 months of occupancy, except in instances where an extension has been granted, in which event the rearyard landscaping must be installed within 18 months of occupancy.

All landscape plans must feature sod in the front yard from the front line of the home extended to each side yard, and taken forward to the bridal path in front of the lot. The landscape plan must include a minimum of ten shrubs and 5 trees.

Hedges planted along the boundary between lots shall not be permitted to grow higher than six feet above the ground.

All owners shall be required to maintain their hedges, plants, shrubbery, trees, lawns, and flowerbeds in a neat and trim condition, in order to enhance the value of all homes in the community.

No portion of any lot shall be allowed to fall into disrepair, have uncut or unkempt weed growth, etc. Animals corrals must be clean, neat, and sanitary. Stalls or corrals which are abandoned, weed choked, or mud filled will not be permitted. Owners must make every effort to keep flies, knots, or other animal-drawn insects under control at all times.

Each lot in the subdivision features a land-drain inlet box in the rear or side yard area. There is a drainage easement of 15 feet surrounding this inlet drain-box wherein no structure or plant growth other than grass may exist. The purposes of restricting the planting materials around this drain to grass is to permit the drainage to this spot to be naturally filtered, to prolong the life of the drain system and to permit the periods between flushings to be extended. The homeowners

association maintains a right to gain access to these inlet-boxes in order to maintain, repair, or flush the system and each drain as may become necessary. The drains exist to permit each lot owner to grade their lot to this spot, and thereby to drain the lot of unwanted excess runoff or surface water. No lot or homeowner is permitted to damage or otherwise block these land-drains and inlet boxes.

15) TEMPORARY AND OTHER STRUCTURES: No structure of a temporary nature, (ie. Trailer, bus, tent, shack, or other outbuilding), shall be used at any time as a residence, whether temporarily or permanently. This shall not apply in the instance of the use of an outbuilding which has been permanently modified for the habitation of an immediate family member, (ie. Grandparent, dependent Parent, etc.). In no instance shall any outbuilding be utilized as an income-producing rental property for a non-immediate or non-family member.

16) RECREATIONAL VEHICLES: Travel trailers or motor homes shall not be placed in the subdivision for use as a permanent, temporary, or guest house residence. Trailers and/or motor homes of persons visiting residents shall remain no longer than thirty days on any lot. No trailer or motor home shall be parked for longer than one week, (7 days), in the front area of any subdivision lot. ('Front Area' is defined as the area in the front of any lot from the pathway running back to the front face of each residence, and extended by an imaginary line along the front face of the residence to the side boundary of the lot on either side of the residence). In no instance shall recreational vehicles of any kind be permitted to remain parked on the street in front of any lot for longer than overnight, (one night).

17) ON-STREET PARKING: There shall be no permanent, (or longer than one overnight stay), parking allowed on either side or shoulder of any roadway in the subdivision for the entire length of the subdivision.

18) INOPERABLE MOTOR VEHICLES: No automobiles, trailers, boats, or other vehicles are to be stored on the streets, open driveways, or front areas of any lot (see paragraph 16 for the definition of the term "front area"), unless they are in running condition, properly licensed, and being regularly used, and inasmuch that such uses are not offensive to other lot owners within the subdivision. Motor vehicles that are inoperable shall not be permitted to accumulate on any lot or roadway adjacent thereto. For the purpose of this section, inoperable motor vehicles shall mean any motor vehicle that is unable to be operated in a normal manner upon the streets under its own power, or is unregistered or unlicensed.

19) IRRIGATION AND ANIMAL-RIGHTS WATER USEAGE: The subdivision has installed a secondary irrigation-water system which will receive it's water source through the Weber Basin Water Conservancy District. Water users are expected to follow the guidelines and rules set forth by the Weber Basin Water District. No irrigation tailwater shall be permitted or allowed to overflow onto the lot of an adjoining neighbor.

20) ANIMAL AND LIVESTOCK HUSBANDRY AND MAINTAINENCE: All lots within the Jessi's Meadow Subdivision are zoned for the keeping of animals. However no animal(s) shall be allowed to be kept or housed on any lot which violates the ordinances of West Bountiful City. No lot shall allow animals to be kept which are in a numerical excess of that allowed under the ordinances of West Bountiful City. The keeping of a pig or pigs is not allowed within the subdivision. Horses kept on any lot within the subdivision must be shod with flat or plates shoes. Corks on a horseshoe are expressly forbidden, and any owner found to have a horse shod with shoes having corks is liable for a levy or fine for the resurfacing of the

subdivision bridal paths. Any lot owner housing animals on his lot shall be required to keep the same in healthy sheltered conditions, and to maintain the animals in such a way as to not poise a nuisance on any other owner or property within the subdivision.

21) **NON-RESIDENTIAL USE/COMMERCIAL ENTERPRISES:** None of the following commercial enterprises shall be conducted on any lot: any commercial manufacturing, mercantile, storing, vending, the selling of goods, repair of motor vehicles, etc. Commercial enterprises not mentioned above must be approved the majority of the lot owners, and by the City of West Bountiful.

22) **SIGNS:** No signs of any kind shall be displayed in public view on any lot except (A) one professional sign no more than three square feet in size, (B) one sign not more than five square feet in size advertising the property for sale or rent, or (C) signs used by the Declarant or his agent to advertise and market the subdivision during it's development and/or initial construction period of the homes to be built on the subdivision lots. These signs used by the Declarant shall not be larger than 100 sq.ft. (each) in size.

23) **BARNs AND AUXILIARY OUTBUILDINGS:** All lots within the subdivision are permitted up to four total buildings, of which the main residence shall count as one. Such detached garages, barns, stalls, coops, etc. as may be constructed on any lot must fit within the four-maximum rule, and must conform with all West Bountiful City zoning ordinances as to setbacks, etc. No outbuilding shall be allowed to exceed the height of the main residence, and must be designed and constructed so as to blend harmoniously with the main residence. No outbuilding shall be permitted with an overall area greater than 2,500 sq.ft. All outbuildings, barns corrals, and the like must be of new construction, and comprised of new materials in order to conform with and enhance the quality, appearance, and value of the new residences built with the subdivision boundaries.

24) **GARBAGE, WEED, AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such material shall be kept in sanitary containers. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. Each lot and it's abutting street are to be kept free of trash, weeds, and other garbage by each lot owner. Each individual lot owner shall be responsible to keep their respective lot free of weed growth beginning as of the date of their purchase of the lot. No unsightly material or other objects are to be stored on any lot in view of the general public.

25) **FIRE HAZARDS:** No open fires are allowed without a fire permit. Accumulations of dry underbrush, weeds, or any other combustible materials is not permitted. Homeowner BBQ's, campfires, etc. must be conducted within established and secure firepits, fireplaces, BBQ Grills, etc.

TERM, DURATION, AND ENFORCEMENT

1) **DURATION OF RESTRICTIONS:** All of the conditions, covenants, and restrictions set forth in this declaration shall continue and remain in full force and effect at all times against the subject property and owners thereof, subject to the right of said owners to change and modify these conditions and restrictions as provided in this article, until twenty-five (25) years, enforcement shall then be continued for a period of twenty (20) years, and thereafter shall be

successive periods of twenty (20) years each without limitation, unless a written agreement is executed by the then record owners of more than two-thirds of the then owners of record of all lots within the development with each owner owning one vote per lot. Any and such amendments as shall be made shall be placed on record in the office of the Davis County Recorder, by terms or which agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in part as to all or any part of the property and development subject thereto, in a manner and to the extent therein provided. In the event that any such written agreement of change or modification or amendment is duly executed and recorded, the condition or change modified shall continue in force for successive periods of twenty (20) years each unless and until further change, modification, or are extinguished in a manner herein provided for, by mutual written consent with not less than two-thirds (2/3) of the then owners of record who hold title to said properties, and who each hold one vote per lot, and whose decision or action is duly placed on record in the office of the Davis County Recorder. Votes of this nature shall be taken no sooner than fifteen (15) days after one hundred percent (100%) of said lot owners have been fully informed in writing of any such proposed changes. Proposed changes in these restrictions requiring approval as herein provided must be submitted in writing to all lot owners by mail addressed to their addresses as shown in the record of the Davis County Recorder. Voting on any such proposed change may be by mail.

2) **ENFORCEMENT:** Each and all said conditions, covenants, and reservations is and are for the benefit of each owner of land and real property, (or any percentage interest therein), and they and each thereof shall inure to and pass with each and every parcel of said property, and shall apply to and bind the respective Grantor of any part, portion, or whole of said property by acceptance of a deed, or setting it forth or by reference therein. Any Grantee or receiver of said deed shall receive and accept the same subject to all such restrictions, conditions, and covenants, shall be covenants of equitable servitude, and the breach of any thereof and continuance of such breach may be enjoined, abated, remedied by appropriate proceeding at or in equity by any such owner or other lots or property within the boundaries of the Jessi's Meadow PUD Subdivision. No such breach shall affect or impair the lien of any bonafide mortgage or deed of trust which shall have been given in good faith and for value, provided however, that any subsequent owner of said property shall be bound by the conditions and covenants, whether obtained by foreclosure or at a trustee's sale, or otherwise.

GENERAL PROVISIONS

1) **COMPLIANCE WITH LAWS:** In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of this subdivision shall be subject to and shall comply with all rules, regulations, and laws passed or otherwise placed into effect by Davis County, the State of Utah, and all governmental agencies which have jurisdiction over the properties comprising this subdivision, including West Bountiful City and the Weber Basin Water Improvement District. Every act or omission, whereby any restriction, condition, or covenant by and in this declaration set forth is violated in full or in part is declared to be and shall constitute a nuisance, and may be abated by the Grantor or its successors in interest and/or by any lot owner, and such remedy shall be deemed cumulative and not exclusive.

2) **CONSTRUCTION SEVERABILITY & VALIDITY OF RESTRICTIONS:** The voiding of any of these covenants by a judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect. All of conditions, covenants, and restrictions contained in this declaration shall be construed together; but if it shall at any time be

held that any of the said conditions, covenants, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase be declared invalid or inoperative or for any reason becomes unenforceable.

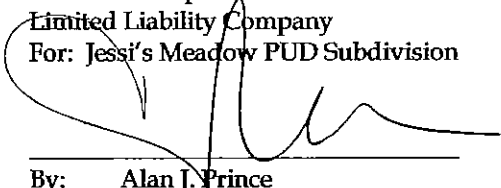
3) **DISCLAIMER OF LIABILITY:** Grantor shall not be liable to any owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or failure to approve or reject any plans, drawings, or specification; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development or manner of development of any of the property; or (d) any engineering or other defect in those plans and specifications approved by the Grantor. Grantor shall not be responsible for the payment of Homeowner Association monthly dues on any lots the Grantor owns or retains. Homeowner Association fees shall only become due and payable upon the passing of title from Prince Development to the subsequent owner(s) and purchaser(s) of each lot.

4) **ACCEPTANCE OF RESTRICTIONS:** Each and all conveyances of lots or portions thereof within said subdivision shall be made by the undersigned, its successors and assigns, expressly subject to the terms of this declaration and restrictive covenants, and by acceptance of a conveyance on the part of the said tract by any person, persons, or business entity shall be and shall constitute and acknowledgment of acceptance of the terms and conditions hereof. All restrictions and conditions herein imposed on any lot within said subdivision shall be construed as applying with equal force to any part or portion of any lot within said subdivision.

5) **ASSIGNMENT OF POWERS:** Any and all rights and powers of Grantor herein contained may be delegated, transferred, or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successors in interest of the Grantor.


6) **DATE ADOPTED:** IN WITNESS WHEREOF, PRINCE DEVELOPMENT LLC, has hereunto executed said agreement this 2nd day of OCTOBER, 2000.

Prince Development LLC
Limited Liability Company
For: Jessi's Meadow PUD Subdivision


By: Alan J. Prince
Managing Member

STATE OF UTAH
COUNTY OF SALT LAKE

On the 02 day of October, 2000, personally appeared before me Alan J. Prince, who being duly sworn did say that he is a member of Prince Development LLC, and that said instrument was signed in behalf of said Limited Liability Company by authority, and said Alan J. Prince acknowledged to me that he, as such member, executed the same in the name of the Limited Liability Company.


Notary Public

Commission Expires: 053000+
Residing at: Salt Lake City, Utah

