

E 2080673 B 3808 P 266-269
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/14/2005 09:53 AM
FEE \$66.00 Pgs: 4

352
RETURNED
JUN 14 2005

**ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WALKER ESTATES
A COMMUNITY DEVELOPMENT**

Lots 1 to 50 a common area
12-312-0001 to 0051

SEP RTT REC'D FOR WALKER ESTATES L
LC

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS is made and executed this 26th day of January, 1998, by WALKER

ESTATES, L.L.C., a Utah limited liability company, hereinafter referred to as "Declarant,"

~~E 1393406 B 2266 P 1028
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 APR 1 2:33 PM FEE 137.00 DEP REC
REC'D FOR WALKER ESTATES LLC~~

WITNESS :

WHEREAS, Declarant is the owner of that certain parcel of real property situated

in Davis County, State of Utah, and more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY. BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 831.65 FEET NORTH 89°58'46" EAST ALONG SAID SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 15; RUNNING THENCE NORTH 89°58'46" EAST 65.00 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0°01'14" EAST 164.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.68 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS SOUTH 17°05'55" WEST 76.53 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 34°13'03" WEST 269.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.74 FEET (CENTRAL ANGLE EQUALS 34°10'03" AND LONG CHORD BEARS SOUTH 17°08'02" WEST 41.13 FEET); THENCE NORTH 89°58'47" EAST 612.62 FEET; THENCE SOUTH 0°09'27" EAST 377.09 FEET; THENCE SOUTH 0°07'34" WEST 387.96 FEET TO THE NORTH LINE EXTENDED OF SYRACUSE VILLAGE PLAT "B", SYRACUSE CITY, DAVIS COUNTY, UTAH; THENCE NORTH 89 14'09" WEST 663.47 FEET ALONG SAID NORTH LINE EXTENDED AND NORTH LINE OF SAID SYRACUSE VILLAGE PLAT "B" AND SYRACUSE VILLAGE PLAT "A", SYRACUSE CITY, DAVIS COUNTY, UTAH TO THE MOST NORTHWESTERLY CORNER OF SAID PLAT "A"; THENCE NORTH 0°03'01" EAST 811.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.20 FEET (CENTRAL ANGLE EQUALS 11°32'51" AND LONG CHORD BEARS NORTH 28°26'38" EAST 26 16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 34°13'03" EAST 262.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.84 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS NORTH 17°05'55" EAST 38.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 0°01'14" WEST 173.74 FEET TO THE POINT OF BEGINNING.

E 1393406 B 2266 P 1029

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

**ARTICLE I
DEFINITIONS**

When used in this Declaration, the following terms shall have the meaning indicated:

Section 1.1. "Association" shall mean and refer to WALKER ESTATES HOMEOWNERS ASSOCIATION OF SYRACUSE, a Utah Non-Profit Corporation, its successors and assigns.

Section 1.2. "Declarant" shall mean and refer to WALKER ESTATES, L.L.C., and its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1. **Leasing of the Units:** No Unit, or portion of a Unit, shall be leased, unless a leave of absence prevents the Unit Owner from occupying the Unit for a period of not less than one (1) year. All prospective leases are subject to prior approval of the Board of Trustees of the Association. In order to request such approval the Unit Owner shall provide the following to the Association:

A. **General Requirements:**

- 1) Unit Owner shall provide the Board of Trustees of the Association with notice of an impending leave of absence and their intention to lease the Unit. Such notice shall be given not less than ninety (90) days prior to the first day of the Unit Owners absence. Such notice shall include the reason for the leave or absence necessitating the lease of the Unit and the length of the leave of absence,
- 2) Not less than thirty (30) days prior to the proposed first day of occupancy by the Tenant the Unit Owner shall provide the name, current address, telephone number, two bank credit references and any other information requested by the Association for the prospective tenant, and
- 3) Failure to provide any of the preceding items shall be grounds for withholding approval for a prospective lease.

- B. **Approval.** If approval is granted the following applies. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, applicable rules and regulations, the covenants of Walker Estates Homeowners Association, or other applicable provision of any agreement, document or instrument governing the Association or administered by the Walker Estates Homeowners Association. No lease shall be for a term of less than one (1) year or longer than three (3) years. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts or omissions of their Tenants which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any rules and regulations of the Association. All leases shall be documented and memorialized on a lease form approved by the Association. The Unit Owner shall provide the Association with a copy of the executed lease prior to the date of first occupancy by the Tenant.

- C. **Security Deposit.** The Association may require a security deposit to be placed with the Association and held by it as security against a Tenant's damaging the Common Elements. The security deposit shall not exceed one (1) month's rent, shall be held in an escrow account maintained by the Association for such deposits and shall be refunded to the Tenant, or the Association shall give the Tenant written notice of a claim against the

We the undersigned members of the Board of Trustees of Walker Estates Homeowners Association do hereby certify that the attached amendment to the Constitution and By-laws was voted on and passed unanimously as the result of a motion passed at the recent annual meeting of the Walker Estates Homeowners Association.

Elaine Page
Elaine Page, President

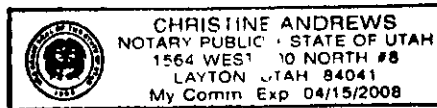
Max Ewing
Max Ewing, Past President

George Nichols
George Nichols, Vice-President

Barbara Goodfellow
Barbara Goodfellow, Treasurer

Merlene Bills
Merlene Bills, Secretary

5-16-2005
Date



Christine Andrews

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the 15 day of May, 2005, personally appeared before me Elaine Page, Max Ewing, George Nichols, Barbara Goodfellow, and Merlene Bills the signers of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Christine Andrews
Notary Public
My Commission Expires 4-15-2008

