

81/20 pgs

ENABLING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
ROSEWOOD LANE

PLANNED UNIT DEVELOPMENT 1270584 B 2038 P 1170

CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 AUG 28 12:53 PM FEE 81.00 DEP REC  
REC'D FOR J P C CONTRACTING INC

Units 1 to 32, +  
Common Area

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS is made and executed this 15 day of August, 1996, by **GORDON BOOTHE**

aka **GORDON BOOTH and JERRY PRESTON**, hereinafter referred to as "Declarant,"

WITNESSETH:

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:

11-385-0001 to 0033

BEGINNING AT A POINT ON THE SOUTH LINE OF ROSEWOOD LANE,  
SAID POINT BEING SOUTH 872.44 FEET AND WEST 1837.11 FEET FROM  
THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (THE BASIS OF  
BEARING BEING NORTH 89°55'10" WEST 2536.07 FEET FROM A PK NAIL  
IN 850 EAST STREET TO THE CENTER OF SAID SECTION 28, SAID PK  
NAIL BEING NORTH 89°55'10" WEST 112.98 FEET FROM THE SAID EAST  
QUARTER CORNER OF SECTION 28 ACCORDING TO THE DAVIS  
COUNTY SURVEYORS HAND TIE SHEET FOR SAID EAST QUARTER  
CORNER) AND RUNNING THENCE SOUTH 30°22'00" EAST 117.21 FEET;  
THENCE SOUTH 33°43'00" EAST 160.39 FEET; THENCE SOUTH 51°32'30"  
WEST 300 FEET TO THE EAST LINE OF HIGHWAY NO. 106 (MAIN  
STREET); THENCE NORTH 40°57'00" WEST 404.12 FEET ALONG SAID  
EAST LINE OF SAID HIGHWAY NO. 106 (MAIN STREET); THENCE  
NORTHEASTERLY 51.67 FEET ALONG THE ARC OF A 25.00 FOOT  
RADIUS CURVE TO THE RIGHT. (CENTER BEARS NORTH 49°03'00" EAST  
AND LONG CHORD BEARS NORTH 18°15'40" EAST 42.95 FEET WITH A  
CENTRAL ANGLE OF 118°25'20") ALONG THE EAST LINE OF HIGHWAY  
NO. 106 (MAIN STREET) TO AND ALONG THE SOUTH LINE OF  
ROSEWOOD LANE; THENCE NORTH 77°28'20" EAST 346.28 FEET ALONG  
THE SOUTH LINE OF ROSEWOOD LANE TO THE POINT OF BEGINNING.

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

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P.O. Box 980  
Warrington 84025

the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

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**DEFINITIONS**

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

**Section 1.1.** "Association" shall mean and refer to ROSEWOOD LANE PLANNED UNIT DEVELOPMENT, its successors and assigns.

**Section 1.2.** "Declarant" shall mean and refer to ROSEWOOD TOWNHOUSE, L.L.C., and its successors and assigns if such successors or assigns should acquire more than are 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.

**Section 1.4.** "Declaration" shall mean and refer to this Enabling Declaration of Covenants, Conditions and Restrictions of ROSEWOOD LANE PLANNED UNIT DEVELOPMENT, and all amendments hereto.

**Section 1.5.** "Lot" shall mean and refer to each individual lot within the project, as shown on the Map of the recorded subdivision of the properties, with the exception of the common areas.

**Section 1.6.** "Properties" shall mean and refer to that certain real property

hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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**Section 1.7.** "Management Committee and Committee" shall mean and refer to the Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the by-Laws and rules and regulations of the Association.

**Section 1.8.** "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL OF THE AREA DESIGNATED AS COMMON AREA ON THE  
RECORDED PLAT OF ROSEWOOD LANE PLANNED UNIT DEVELOPMENT.

**Section 1.9.** "Manager" shall mean and refer to the person or entity designated by the Association to manage the Project.

**Section 1.10.** "Map" shall mean and refer to the official subdivision plat map filed and recorded in the Official Records of the Davis County Recorder.

**Section 1.11.** "Mortgage" shall mean and refer to the Deed of Trust as well as a mortgage.

**Section 1.12.** "Mortgagee" shall mean and refer to the beneficiary or holder under Deed of Trust as well as a mortgage.

**Section 1.13.** "Person" shall mean and refer to any legal entity as well as natural person.

Section 1.14. "Project" shall mean and refer to the Rosewood Lane Planned Unit

Development.

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## ARTICLE II

### GRANT AND SUBMISSION

Declarant hereby submits to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Davis County, Utah, and more fully described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF ROSEWOOD LANE, SAID POINT BEING SOUTH 872.44 FEET AND WEST 1837.11 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (THE BASIS OF BEARING BEING NORTH 89°55'10" WEST 2536.07 FEET FROM A PK NAIL IN 850 EAST STREET TO THE CENTER OF SAID SECTION 28, SAID PK NAIL BEING NORTH 89°55'10" WEST 112.98 FEET FROM THE SAID EAST QUARTER CORNER OF SECTION 28 ACCORDING TO THE DAVIS COUNTY SURVEYORS HAND TIE SHEET FOR SAID EAST QUARTER CORNER) AND RUNNING THENCE SOUTH 30°22'00" EAST 117.21 FEET; THENCE SOUTH 35°43'00" EAST 160.39 FEET; THENCE SOUTH 51°32'30" WEST 300 FEET TO THE EAST LINE OF HIGHWAY NO. 106 (MAIN STREET); THENCE NORTH 40°57'00" WEST 404.12 FEET ALONG SAID EAST LINE OF SAID HIGHWAY NO. 106 (MAIN STREET); THENCE NORTHEASTERLY 51.67 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT. (CENTER BEARS NORTH 49°03'00" EAST AND LONG CHORD BEARS NORTH 18°15'40" EAST 42.95 FEET WITH A CENTRAL ANGLE OF 118°25'20") ALONG THE EAST LINE OF HIGHWAY NO. 106 (MAIN STREET) TO AND ALONG THE SOUTH LINE OF ROSEWOOD LANE; THENCE NORTH 77°28'20" EAST 346.28 FEET ALONG THE SOUTH LINE OF ROSEWOOD LANE TO THE POINT OF BEGINNING.

## ARTICLE III

### PROPERTY RIGHTS

**Section 3.1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which should be appurtenant to and shall

pass with the title to every Lot, subject to the following provisions:

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- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

**Section 3.2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

#### ARTICLE IV

#### COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

**Section 4.1. Name.** The Project, as submitted to the provisions of this Declaration, shall be known as ROSEWOOD LANE PLANNED UNIT DEVELOPMENT.

**Section 4.2. Description of Lots.** The Project consists of individual lots, each of which may or may not be improved and may or may not include improvements authorized on the Map and/or by the City of Layton, Utah. All improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The lots, their locations, and approximate dimensions, are indicated on the Plat.

**Section 4.3. Common Areas and Facilities.** The common areas and facilities of the Project shall be and are the roads, grass and lawn areas, clubhouse facilities, specifically designated recreational vehicle and public parking areas, if any, and any and all other common areas and facilities designated as such on the Plat, and any other future interests in common areas pursuant to the terms of this Declaration.

**Section 4.4. Lots and Rights to Common Areas and Facilities Inseparable.** The percentage of undivided interest in the common areas and facilities shall not be separated from the lot to which it appertains and, even though not specifically mentioned in the instrument of transfer or conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer and conveyance of the lot to which they relate.

**Section 4.5. Voting-Common Expense-Ownership in Common Areas and Facilities.** The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit A, and shall be used for all purposes including, but not limited to, voting and sharing of the common expenses in the proportionate amount equal to the percentage of undivided ownership therein. The Association shall be the record owner of all common areas and facilities.

**Section 4.6. Easements and Encroachments.** If any portion of the common

areas and facilities or any fences or walls adjacent to a lot boundary in the Project are partially or  
totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments  
shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for  
such encroachments and for the maintenance of the same shall exist for such period of time as may  
be necessary, desirable or convenient. In addition, encroachments shall be permitted to the  
Association or its designate upon the lots and the common facilities as may be necessary,  
convenient or desirable within the Project for the installation, placing, removal, inspection and  
maintenance of utility lines and utility service facilities, for regular repairs and maintenance of  
exterior portions of improvement on the lots, for any emergency or necessary repairs, and for lawn,  
trees, shrubbery and yard care and maintenance. Easements for such encroachments shall exist for  
such period of time as may be necessary, convenient or desirable.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

**Section 5.1. Members.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject assessment.

**Section 5.2. Voting Rights.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more

than one vote be cast with respect to any one Lot.

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**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1998.

## ARTICLE VI

### GOVERNING BODIES

**Section 6.1. Owners Association.** The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of ROSEWOOD LANE PLANNED UNIT DEVELOPMENT. An owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

**Section 6.2. Association Management.** The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

## ARTICLE VII

### LIMITATION OF USE OF LOTS AND COMMON AREAS

**Section 7.1. Purposes.** Every lot within the Project shall be used for single family residential living purposes. No lots within the Project shall be occupied or used for



commercial or business purposes; provided, however, that nothing in this paragraph shall be deemed to prevent (a) Declarant or its duly authorized agent from using any lot owned by

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Declarant as a sales office, sales model, property management office.

**Section 7.2. No Obligations.** Except for portions of the Project expressly designated on the map, there shall be no obstructions of the common areas, and nothing shall be stored in the common areas without the prior consent of the Management Committee.

**Section 7.3. Alterations, Additions and Attachments.** No building, fence, wall or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected, altered, placed or permitted to exist on any portion of the Project, without the prior written approval of the Management Committee. All buildings, alterations, improvements, additions and maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

**Section 7.4. No Offensive Activity.** No noxious or offensive activity shall be carried on in any lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

**Section 7.5. Construction in Common Areas and Lots.** Nothing shall be altered or constructed in or removed from the common areas or Lots, except upon the written consent of the Management Committee.

**Section 7.6. Rules.** The Management Committee is authorized to adopt rules for the use of the common areas and Lots, which rules shall be in writing and furnished to the owners.

**Section 7.7. Dumping of Garbage.** Except in areas designated on the map or

by the *Management Committee*, no lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each lot shall be kept free of trash and refuse by the owner of such lot. No person shall allow any unsightly unsafe or dangerous conditions to exist on or in any lot.

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**Section 7.8. Parking of Vehicles.** No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, nor on any lot outside of any enclosed garage, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the Map or by the Management Committee. In addition, no boats, campers, trailers, large trucks, motor homes, or similar large items shall be parked or stored on any lot, or in the common areas, except in accordance with rules and regulations adopted by the Management Committee.

## ARTICLE VIII

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 8.1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with  
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interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person  
who was the Owner of such property at the time when the assessment fell due. The personal  
obligation for delinquent assessments shall not pass to his successors in title unless expressly  
assumed by them.

**Section 8.2. Purpose of Assessments.** The assessments levied by the  
Association shall be used exclusively to promote the recreation, health, safety and welfare of the  
residents in the Properties and for the improvement and maintenance of the Common Area.

**Section 8.3. Maximum Annual Assessment.** Until January 1 of the year  
immediately following the conveyance of the first Lot to an Owner, the maximum annual  
assessment shall be \$500 per lot.

(a) From and after January 1 of the year immediately following the  
conveyance of the first Lot to an Owner, the maximum annual assessment may be  
increased each year not more than five percent (5%) above the maximum  
assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the  
conveyance of the first Lot to an Owner, the maximum annual assessment may be  
increased above five percent (5%) by a vote of two-thirds (2/3) of each class of  
members who are voting in person or by proxy, at a meeting duly called for this  
purpose.

(c) The Board of Trustees may fix the annual assessment at an amount  
not in excess of the maximum.

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**Section 8.4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 8.5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8.6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 8.7. Date of Commencement of Annual Assessments, Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix

the amount of the annual assessment against each Lot at least thirty (30) days in advance of each  
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annual assessment period. Written notice of the annual assessment shall be sent to every Owner  
subject thereto. The due dates shall be established by the Board of Trustees. The Association  
shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the  
Association setting forth whether the assessments on a specified Lot have been paid. A properly  
executed certificate of the Association as to the status of assessments on a lot is binding upon the  
Association as of the date of its issuance.

**Section 8.8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area by abandonment of his Lot.

**Section 8.9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, the sale or transfer of any Lot, and shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE IX

### INSURANCE

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**Section 9.1. Obtaining of Insurance Policies.** The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the Lot owners and the Manager against any liability to the public or to the Owners of Lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

**Section 9.2. Insurance.** The Association shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Such policy or policies shall not be cancelable except after thirty (30) days' written notice to the Association.

**Section 9.3. Other Insurance.** In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

## ARTICLE X

### ARCHITECTURAL CONTROL

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No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE XI

### MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary, the following provisions are in effect:

**Section 11.1. Rights of First Refusal.** Any "right of first refusal" which may be granted herein shall not impair the rights of the first Mortgagee of a Lot to:

- (a) Foreclose or take title to a lot pursuant to the remedies provided in the Mortgage; or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or

(c) To sell or lease a Lot acquired by a Mortgagee.

**Section 11.2. Title in Mortgagee.** Any first Mortgagee who obtains title to a  
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Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be  
liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title of such  
Lot by the Mortgagee.

**Section 11.3. Notice of Default by Individual Lot Owner.** A first Mortgagee  
of a Lot, upon request, shall be entitled to written notification from the Association of any default  
in the performance by the individual Lot owner of any obligation under this Declaration, or other  
documents of this Planned Unit Development, which is not cured within sixty (60) days.

**Section 11.4. No Priority.** No provision herein is intended, nor shall it be  
construed, to give any lot owner, or any other party, priority over any rights of the first Mortgagee  
of a Lot pursuant to its Mortgage in the case of a distribution to such Lot owner of insurance  
proceeds or condemnation awards for losses to or a taking of common areas and facilities.

## SECTION XII

### GENERAL PROVISIONS

**Section 12.1. Enforcement.** The Association, or any Owner, shall have the  
right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants,  
reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.  
Failure by the Association or by any Owner to enforce any covenant or restriction herein contained  
shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.2. Severability.** Invalidation of any one of these covenants or  
restrictions by judgment or court order shall in no wise affect any other provisions which shall



remain in full force and effect.

**Section 12.3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 during the first twenty-(20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**Section 12.4. Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

**Section 12.5. FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties;
- (b) Dedication of Common Area; and
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

### ARTICLE XIII

#### MISCELLANEOUS PROVISIONS

**Section 13.1. Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision hereof shall not

constitute a waiver of the rights to enforce said provision or any other provision hereof.

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**Section 13.2. Counterparts.** This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 13.3. Governing Law and Jurisdiction.** Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or United States District Court for Utah.

**Section 13.4. Default.** If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

**Section 13.5. Effective Date.** This Declaration shall take effect upon recording.

**Section 13.6. Paragraphs, Numbers and Headings.** Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has

hereunto set its hand and seal the day and year first above written.

*Gordon Boothe aka Gordon Booth*  
GORDON BOOTHE aka GORDON BOOTH

*Jerry Preston*  
JERRY/PRESTON

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STATE OF UTAH :  
: SS :  
COUNTY OF DAVIS :

On the 15 day of AUGUST, 1996, personally appeared before me JERRY PRESTON and GORDON BOOTHE aka GORDON BOOTH and duly acknowledged they each signed the foregoing document.

*Kathy Black*  
NOTARY PUBLIC

C:\OFFICE\PPWIN\WPD\DCS\BOOTHE.CHN



## Rosewood Townhouses Budget

### INCOME:

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\$39.00 / Unit / Month

32 Units = \$14,976.00

<u>Expenses</u>	<u>Yearly</u>	<u>Monthly</u>	<u>Monthly per unit</u>
Garbage	\$3,600.00	\$300.00	\$10.00
Insurance	\$3,500.00	\$291.61	\$ 9.72
Lawn Care	\$2,000.00	\$166.67	\$ 5.56
Snow Removal	\$1,000.00	\$ 83.33	\$ 2.78
Savings	\$ 910.00	\$ 75.83	\$ 2.53
Taxes	\$ 900.00	\$ 75.00	\$ 2.50
Attorney Fees	\$ 840.00	\$ 70.00	\$ 2.33
Lawn Water	\$ 592.00	\$ 49.33	\$ 1.54
Area Maintenance	\$ 400.00	\$ 33.33	\$ 1.11
Outside Lighting	\$ 350.00	\$ 29.17	\$ 0.97
Office Supplies	\$ 200.00	\$ 16.67	\$ 0.56
Accounting Fees	\$ 200.00	\$ 16.67	\$ 0.56
Miscellaneous	\$ 100.00	\$ 8.33	\$ 0.28
Reserve for Replacement	<u>\$ 384.00</u>	<u>\$ 39.00</u>	<u>\$ 1.00</u>
<b>Total Expenses</b>	<b>\$14,976.00</b>	<b>\$1,248.00</b>	<b>\$39.00</b>