

After Recording Return to:
Smith Knowles, P.C.
2225 Washington Boulevard, Suite 200
Ogden, Utah 84401

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
For
MAPLE HOLLOW SUBDIVISION
(formerly known as THE ESTATES AT MUTTON HOLLOW)**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE HOLLOW SUBDIVISION (formerly known as The Estates at Mutton Hollow) (this "Declaration") is hereby adopted by Maple Hollow Homeowners Association, Inc. ("Association"), for and on behalf of its Owners, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Davis County, Utah and more particularly described as follows, comprising Phases 1-4:

Estates at Mutton Hollow – Phase 1 – Lots 101 through 114 and Parcels A & B
Tax I.D. Nos: 11-686-0102 through 0115; 11-686-0117 and 11-686-0118

Estates at Mutton Hollow – Phase 2 – Lots 201 through 218
Tax I.D. Nos: 11-687-0201 through 0218

Estates at Mutton Hollow – Phase 3 – Lots 301 through 340
Tax I.D. Nos: 11-704-0301 through 0340

Estates at Mutton Hollow – Phase 4 – Lots 401 through 434
Tax I.D. Nos: 11-724-0401 through 0434
("Property", "Subdivision" or "Project")

(B) On or about September 26, 2011, a Plat Map depicting the Estates at Mutton Hollow Phase 1 was recorded in the Davis County Recorder's Office, as Entry No. 2617647.

(C) On or about September 26, 2011, a Plat Map depicting the Estates at Mutton Hollow Phase 2 was recorded in the Davis County Recorder's Office, as Entry No. 2617648.

(D) On or about February 1, 2012, a Declaration of Covenants, Conditions and Restrictions and Easements for The Estates at Mutton Hollow ("Enabling Declaration"), was recorded in the Davis County Recorder's Office as Entry No. 2641376.

(E) On or about September 5, 2012, a Plat Map depicting the Estates at Mutton Hollow Phase 3 was recorded in the Davis County Recorder's Office, as Entry No. 2684874.

(F) On or about December 3, 2012, a First Supplement and Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Mutton Hollow ("First Supplement") was recorded in the Davis County Recorder's Office as Entry No. 2704628.

(G) On or about July 23, 2013, a Plat Map depicting the Estates at Mutton Hollow Phase 4 was recorded in the Davis County Recorder's Office, as Entry No. 2755644.

(H) On or about November 22, 2013, a Second Supplement and Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Mutton Hollow ("Second Supplement") was recorded in the Davis County Recorder's Office as Entry No. 2778341.

(I) The Association and its Owners, consistent with the Amended & Restated Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(J) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. The Plat Maps for the Property are attached hereto as **Exhibit A**.

(K) The Association and its Owners desire that the Board file new Articles of Incorporation under the name of Maple Hollow Homeowners Association, Inc. with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Owners hereby authorize and approve filing the Articles of Incorporation of Maple Hollow Homeowners Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(L) The Association and its Owners desire that the Board amend the Bylaws for the Association and hereby authorize and approve the recording of the Bylaws of Maple Hollow Homeowners Association, Inc., a copy of which is attached hereto as **Exhibit B** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of

this Declaration. The Association and its Owners, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit B**. These Bylaws hereby amend, replace and supersede all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(M) The Declarant Control Period has ended. Pursuant to Article 13.3(b) and the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

CERTIFICATION

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(N) The Association and its Owners desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(O) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its Owners, and its successors in interest; and may be enforced by the Association, any Owner, and their successors in interest.

(P) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(E) "Association" shall mean MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC., and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Association.

(G) "Bylaws" shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit B**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) "City" shall mean Layton City, Utah and its appropriate departments, officials and committees.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and committees.

(J) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, without limitation: the Fairfield Road Entrance Areas, land drain infrastructure, walkways and sidewalks serving more than one Lot that are not maintained by the City, community

light poles and mailboxes that are not maintained by the City or government entity, and other utilities, infrastructure, pipes, conduit etc. that serve more than one Lot and are not maintained by the City or other government or quasi-government agency. The Association shall maintain the Common Area(s).

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Maple Hollow Subdivision, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single-family residence, whether attached or detached from other residences, together with all improvements located on the same Lot and used in conjunction with such residence, including all utility lines, pipes and conduit serving only that residence and not maintained by the City or County.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, storm drains, water systems, sprinkler pipes, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, recreational equipment, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

(P) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Dwelling or Improvement constructed thereon.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(R) "Owner" or "Member" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Davis County Recorder's Office, including buyers under any

contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a member of the Association.

(S) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(T) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of The Estates at Mutton Hollow (now known as Maple Hollow Subdivision) in the Davis County Recorder's Office, as it may be amended from time to time.

(U) "Project" or "Subdivision" shall mean phases 1-4 of The Estates at Mutton Hollow (now known as Maple Hollow Subdivision), and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s).

(V) "Property" shall have the meaning set forth in the recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II **EASEMENTS**

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Areas now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted;

and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection during reasonable hours of the Lots, Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area;

(c) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Lots, Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

2.6 Additional Easements.

(a) Owners of Lots 205, 206, 207, 208, 209, and 210 acknowledge the existence of a right of way access easement across the side (in the case of Lot 205) and the rear 20' (for all other lots) of such Lots that runs in favor of Merrold Michael Gold (the "Gold Easement"), as evidenced by that certain Easement Deed recorded on August 24, 2011, as Entry No. 2616024 in Book 5358, on Pages 35-39, and as attached as Exhibit "C" ("Gold Easement Agreement"). The developer has installed a privacy fence that runs along the Gold Easement right of way that shall not be removed for so long as the Gold Easement Agreement is in effect. Pursuant to the Gold Easement Agreement, Mr. Gold has the obligation to maintain the Gold Easement and if such easement is not maintained in accordance with the terms of the Gold Easement Agreement, the Gold Easement will terminate. If the Gold Easement terminates, such Lot Owners may coordinate with the Board of Directors and the ACC regarding the removal of the existing privacy fencing and installation of new fencing, at the Lot Owners' expense.

(b) Owners of Lots 101, 110, 111, 112, 113, and 114 acknowledge the existence of an easement approximately 4 feet wide and shown on the Plat located along the rear or side portion of such Lots adjacent Fairfield Road. There is a fence installed by the

developer inside the Lot along the easement boundary. The Association shall be responsible for maintenance and irrigation of the property within the easement area outside of the fence along Fairfield Road.

(c) The Owners of Lots 309 through 312 and shall be subject to the Holmes Creek Easement, as noted on the Plat.

ARTICLE III

COMMON AREAS

3.1 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain, repair and replace the Common Areas.

ARTICLE IV

MAINTENANCE OF LOTS & IMPROVEMENTS

4.1 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

(a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, windows unbroken and glazed, rubbish and debris removed and otherwise maintain the Improvements in a neat and aesthetically pleasing condition.

(b) All damage to any Improvements shall be repaired within 90 days.

(c) A Dwelling which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Any Owners of vacant Lots shall be responsible for keeping such Lots clean in appearance and free from all refuse and potential fire hazards. No vacant Lot shall be used for storage of any kind except during the construction period.

(d) All trash, debris, garbage and refuse shall be kept at all times in a covered container against the side of the home not to pass the frontline corner of the home or in the garage.

(e) No articles, goods, machinery, materials, trash cans or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view not to pass the frontline corner of the home.

(f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly condition, shall, in a manner satisfactory to the ACC, be corrected, removed or screened from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

(g) In the event that any Owner shall permit any Improvement on its Lot, including any landscaping and fencing (whether installed by the Owner, prior owner, a developer, or other third party), all of which are the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board and/or its assignees, upon forty-five (45) days prior written notice to the Owner of such Lot, shall have the right, but not the obligation, to correct such condition, and to enter upon said Lot, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to the Association's lien and collection rights for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within sixty (60) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in this Declaration. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ACC. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advanced, written consent of the ACC.

ARTICLE V MEMBERSHIP

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE VI
HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation.

6.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) Special Assessment. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.

(c) Individual Assessment. The Association may levy individual assessments on every Lot, Owner or occupant that shall cause any damage to the Subdivision or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Lot(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) Reserve Assessment. The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.4 Budget. The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at least annually. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget. The budget shall estimate and include the total amount for any common expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

6.5 Association Rules. The Board from time to time, subject to the provisions of the Governing Documents and the Act, may adopt, amend, repeal and enforce Rules. The Board shall

be authorized to adopt Rules that modify certain provisions in this Declaration only where such provision expressly authorizes the authority to modify by Rule.

6.6 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

6.7 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

6.8 Elections. Election procedures and notice of any meeting shall be conducted as set forth in the Bylaws. The appointment, election and term of the Members of the Board are set forth in the Bylaws.

6.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

6.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

6.11 Availability of Documents. The Association shall make appropriate documents available to Owners consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

6.12 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of \$400, unless a lesser amount is determined by the Board. The amount collected by the Association shall be allocated as follows: two-third of the amount shall go to the reserve account, with the remaining one-third going to the general operating account.

6.13 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

6.14 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

6.15 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

7.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act. A delinquent Owner shall be responsible for all related costs of collection.

7.2 Due Date, Charges & Interest. Unless otherwise established by the Board, annual assessments shall be due and payable on the date established by the Board and late if not received by the 15th day following the due date. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50.00 for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager or attorney related to collections.

7.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

7.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

7.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

7.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

7.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, *Esq.*, of Smith Knowles, P.C., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot or Unit for the purpose of securing payment of assessments under the terms of this Declaration. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

ARTICLE VIII SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

8.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE IX USE LIMITATIONS & RESTRICTIONS

9.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. "Single Family" shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household related to each other by blood, adoption or marriage, or a group of unrelated individuals of not more than two persons per bedroom.

9.2 Zoning & Ordinances. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

9.3 Licensed Contractor. Unless the ACC gives a written waiver to an Owner, no exterior Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

9.4 No Business or Commercial Uses. Owners shall be allowed to utilize their Dwelling for a home occupation pursuant to City or County ordinance provided that businesses, professions or trades that require heavy equipment, create a nuisance within the Project, or noticeably increase the traffic flow to the Project shall be prohibited. The Board may adopt Rules to add further detail and prohibitions with regard to specific types of businesses.

9.5 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling and Lot for rent or for sale by displaying a single, neat, vacancy sign or "For Sale" sign thereon not to exceed the size of 24" x 36". Lighted, moving or flashing signs for any purposes are prohibited. The ACC, in its sole discretion may adopt rules or policies with regard to holiday decorations. Any other sign or posting within the Property must receive prior, written from the ACC.

9.6 Subdividing. No Lot which has been platted and approved as a final building or residential lot (whether for single-family buildings or otherwise) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose or granting an easement for such purpose, shall not be deemed to be a subdividing of a Lot or granting of an easement within the prohibition contained herein.

9.7 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

9.8 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Lot.

9.9 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

9.10 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system.

9.11 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

9.12 Combination of Lots. No Lot may be combined with another Lot without the consent of the Architectural Control Committee.

9.13 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the ACC.

9.14 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. Quiet hours shall be from 10:30 pm to 7:00 a.m. Notwithstanding, it is not the intent of this provision to restrict children at play, portable basketball standards, sports nets, outdoor games, BBQs or other social gatherings that comply with the quiet hours. The Board may adopt Rules and policies to provide further detail or that modify this provision.

9.15 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms and setting open fires (other than property supervised and contained).

9.16 Fireworks. Use of fireworks and related equipment shall be in compliance with the City ordinances and Rules and policies adopted by the Board.

9.17 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted. The Board may adopt Rules and policies to provide further detail or that modify this provision.

9.18 No Annoying Sounds. No speakers, wind-bells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms. The Board may adopt Rules and policies to provide further detail or that modify this provision.

9.19 Animals: Owners shall comply with all municipal ordinances, which govern animals in areas with R-1-8 zoning, including, without limitation, Section 8 of the Layton City Municipal Code. Domestic chicken farming for egg production for personal use and consumption shall be permitted so long as it does not conflict with the Layton City Municipal Code. In no event will roosters be allowed in the Subdivision. In no event shall the commercial breeding of animals

be permitted in the Subdivision. Animals that are properly qualified as service or assistance animals, pursuant to the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, may be exempted from certain restrictions contained herein. The Board may adopt Rules with respect to specific requirements of this provision and information needed to properly apply to the Board for an accommodation for a service or assistance animal.

9.20 Exterior Antennas and Satellite Dishes. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Dwelling or Lot. Prior, written approval from the ACC as to the location of any new satellite dishes, antennas, cables and related hardware is required. Equipment that is no longer operational or in use shall be removed.

9.21 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors.

9.22 Swamp Coolers or Evaporative Coolers. No Owner shall place upon any part of the Project, Lot or Common Area any swamp cooler or evaporative cooler.

9.23 Outdoor Clothes, Washing and Drying. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes. The Board may adopt policies and procedures that modify this paragraph.

9.24 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting of graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, air-soft, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

9.25 Boats, Trailers, Motor Homes, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, non-commercial garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times on a cement pad adjacent to the side of the residence. It must be within an enclosed structure, a screened area, or not to pass the frontline corner of the home. The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, etc., is prohibited. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. Parking on the lawn or unpaved portion of the Lot or in a public or private right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC) is prohibited. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. Repairs of any vehicle shall be made within 48 hours. Any repairs exceeding 48 hours must be undertaken wholly within the Owner's garage. The Board may adopt Rules and policies to provide further detail or that modify this provision.

9.26 Miscellaneous. Horns, whistles, bells or other sounds devices, except security devices used exclusively for security purposes, shall not be located, used or placed on any Lot. The ACC, in its sole discretion, shall have the right to determine if the existence of any such items create a nuisance. No motorcycles or motor driven vehicles (except lawn maintenance and snow removal equipment) that create a danger to residents shall be operated on any walkways or sidewalks within the subdivision. On-site storage of gasoline or other fuels is prohibited on any Lot, with the exception of up to ten (10) gallons of fuel stored for emergency purposes and operation of lawn mowers or similar tools or equipment. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, grills, non-patio furniture, and similar items shall be stored within an enclosed structure, in a screened area, or at the side of the house so as to not be visible from the streets. No such items shall be allowed to remain on Lots so as to be visible from adjacent property when not in use. Reflective window coverings are prohibited.

ARTICLE X

ARCHITECTURAL RESTRICTIONS

10.1 Exterior Materials and Colors. All exterior materials and colors shall be selected and used as approved by the ACC. No gravel roofs shall be permitted. Any alterations in exterior colors or materials must be approved by the ACC.

10.2 External Energy Devices. Energy producing devices including, but not limited to, solar panels and geothermal energy installations, may be constructed, installed, and maintained on a Lot with the prior written approval of the ACC, except as follows:

(a) Heat pumps, air conditioning compressors, or similar appliances shown on the plans approved by the ACC. Owners making use of such equipment shall take reasonable efforts to mitigate the sound of such equipment and to screen it from public view from the front of a Lot.

(b) The use of generators and other external energy producing devices shall be authorized only on a temporary basis in the event and during the period of an emergency.

(c) The Board may adopt policies and procedures for the application and approval of energy conservation equipment consistent with the Act.

10.3 Landscaping.

(a) Landscaping of Common Areas. Landscaping, including without limitation sprinkler systems, power, and other improvements on Common Areas shall be installed and maintained by the Association. Any alterations or improvements to such landscaping on the Common Areas may only be made with written approval of the Association.

(b) Landscaping of Lots.

- (i) Landscaping and maintenance of front, side and rear yards on each Lot shall be the sole responsibility of the Owner of the Lot. Plans for all landscaping shall be submitted to the ACC for review and approval prior to installation of such landscaping.
- (ii) Each Lot shall have installed upon it an underground automatic outdoor sprinkler system for irrigation with a stop and waste valve. Each Lot shall also have installed a perimeter foundation drainage system, which is connected by lateral to the City storm drain system.
- (iii) The (a) the front yard of each Lot (from the street to the front of the Building on the Lot) and (b) the side yard of a corner Lot that fronts the street (from the street to the side of the Building on the Lot) shall be landscaped at the time the City issues a certificate of occupancy for the Building, weather permitting. In the event that the Building is completed in a season in which landscaping is not reasonably practicable, then the front yard of each Lot and such side yard of a corner Lot shall be landscaped within sixty (60) days following the time in which such landscaping is reasonably capable of being completed in light of the generally prevailing weather conditions. The remainder of the Lot shall be landscaped within one (1) year of the occupancy date of the Building built upon said Lot.
- (iv) The front yard landscaping of each Lot shall include, at a minimum: grass sod, four (4) shrubs, and one 1 1/2 caliper tree. In addition, a minimum of a one 1 1/2 caliper tree shall be installed in the park strip.
- (v) The side yard of a corner Lot that fronts the street shall include, at a minimum: grass sod and four (4) shrubs. All corner lots shall install at least one additional 1 1/2 caliper tree in the park strip on the side of the Building.

10.4 Minimum Architectural Requirements

(a) The following shall be considered to be minimum architectural requirements with respect to Buildings constructed within the Subdivision, although the ACC shall have broad discretion in the approval of plans and shall be entitled to consider factors in addition to the following minimum requirements:

- (i) Limited Repetition of Exterior Elevations. The intent of the ACC is to have visually interesting streetscape that does not appear to be all of the same floor plan or exterior materials.

To that end, the ACC may require variation of exterior appearance and elevations, with the same elevation or combination of exterior materials being permitted not more than once every 3 Lots. Further, residences with the same elevation cannot be built directly across the street from each other or on two Lots in either direction on either side of the street. The Owner of a corner Lot may apply for a variance from the requirements of this Section.

- (ii) **Minimum Square Footage.** No split-entry homes shall be allowed. No Building shall be permitted on any Lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than 1,500 square feet main for single story homes; and 700 square feet main, 1,700 square feet total above ground for two story homes.

(b) **Exterior Materials.** Exterior materials on all Buildings shall be limited to brick, stone, cultured stone, stucco, hardy board, hardy plank, hardy shingle, LP Smartside siding, cementitious or similar manufactured materials of equal quality. Upon the express written approval of the ACC, other exterior building materials may be used. Exceptions to the foregoing requirements may be allowed, including, without limitation, to accommodate an architectural duplication of a certain era or style, such as Victorian. No Buildings shall be constructed with readily combustible exterior finishes, which prohibition shall preclude without limitation wood shingles, wood soffits, wood fascia and wood siding. For purposes of minimum coverage of brick or another above-described material, if a Building exterior consists of brick and stucco, the minimum requirement for coverage by the brick is an area equivalent to 3' tall across the front elevation inclusive of a 2' return on both sides of the house. The minimum coverage area excludes the garage door, front door, and windows. If desired, the described area of required brick does not need to be applied in a simple wainscot design and the same square footage of material can be applied to the front of the home in an attractive manner. Any Building can replace the minimum coverage area of required brick with stone, cultured stone, hardy board, LP Smartside siding, or like cementitious or manufactured siding or accent products, including lap siding, board and batten, shake, or other architecturally distinguished applications. Acceptable materials can be applied to the house in accordance with designs other than a simple wainscot. The ACC at its discretion will discourage uniform flat rear or side elevations of all stucco and minimal or small windows.

(c) **Architectural Elements.** Architectural accents, including window grids, standard dormers, eye brow window accents, roof over hangings, eve

treatments, exterior window shutters, multi-colored exteriors and other visually interesting elements are encouraged.

(d) Roof Requirements. The general pitch of the roofs on all Buildings shall be constructed with a minimum pitch angle of 5:12, excluding the pitch on architectural accent roofs such as shed dormers, traditional dormers, eyebrow window accents and similar roofs. All roofs shall be made of fire resistant dimensional shingles, standing seam metal roofing, or other roofing materials approved by the ACC. The shingles must be a minimum of 30-year dimensional shingles.

(e) City Requirements. All buildings, structures and improvements on any Lot shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(f) Fencing. All fencing within the Subdivision shall be approved by the ACC in advance of installation. All fencing must be in compliance with the City's height and set-back requirements. No front yard fencing is allowed unless approved by the ACC. Vinyl privacy fencing and the brown Trex composite fencing (installed by developer along Fairfield Road) for side yard and rear yard application is acceptable. Wing fencing on side yards must start a minimum of 6' back from main house foundation. Dog runs may not be located in front yards under any circumstances, and any dog run fencing shall be approved by the ACC prior to installation. No chain link fences of any type are allowed for perimeter fencing of any lot within the Subdivision; provided, however, that fencing around a dog run in the back yard of a Lot shall not be considered perimeter fencing.

(g) Decking. Decks within the Subdivision shall be constructed of a maintenance free material, such as Trex composite decking or similar cementitious or composite material. Railings of decks shall also be constructed of a maintenance free material, such as vinyl, wrought iron, or composite material. Wood (such as redwood or cedar) decks and railings are not permitted within the Subdivision.

(h) Specific Lot Requirements.

(i) The rear elevation of Lots 110, 111, 112, 113, and 114 and the side of Lot 101 have enhanced elevation requirements due to their visibility. The ACC shall require additional architectural elements on the rear or side elevations of the said lots including some of the following items: window grids, standard dormers, shed dormers, eye

brow window accents, roof overhangs, eave treatments, exterior window shutters, multi-colored exteriors, or other impactful aesthetic applications and visually interesting elements.

- (ii) The south side of Lot 114 shall have only the brown Trex composite fencing (installed by developer). No additional fencing may be installed on the south side of Lot 114 without prior consent of the ACC.

ARTICLE XI

RENTAL/LEASE RESTRICTIONS

11.1 Rental/Lease Restrictions.

(a) Daily, nightly, weekly or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.

(b) An Owner must reside in the Dwelling for one year prior to being able to lease an otherwise qualifying Dwelling.

(c) An Owner may not lease less than the entire Dwelling for an otherwise qualifying Dwelling.

(d) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

(e) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the Dwelling by the non-owner occupant.

(f) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-

owner occupant. The Association, Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

(g) As of the date of this recording, there are no non-owner-occupied Dwellings. With the exception of those Dwellings that are exempt pursuant to paragraph (j) below, a maximum of 15% of the total Dwellings in the community may be non-owner occupied. The ability to lease a Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Dwelling.

(h) Violations of the provisions of this Article shall result in the imposition of a fines, as allowed by the Utah Community Association Act.

(i) The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-owner-occupied Dwellings and the occupants of those dwelling, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

(j) Exempt Non-Owner-Occupied Dwellings. The following Dwellings may be exempt from certain rental restrictions:

- (i) An Owner in the military for the period of the Owner's deployment.
- (ii) A Dwelling occupied by an Owner's parent, child, or sibling.
- (iii) An Owner whose employer has relocated the Owner for no less than two years.

(iv) A Dwelling owned by a trust or entity that is occupied by an individual who:

- a. Has voting rights under the organizing documents and has 25% or greater share of ownership, control and right to profits and losses of the entity; or

A trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:

- a. The estate of a current resident of the Dwelling; or
- b. The parent, child, or sibling of the current resident of the Dwelling.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

12.1 Architectural Control Committee (ACC). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

12.2 Approval by Board or ACC Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ACC. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed architect or engineer when requested by the ACC, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the ACC will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ACC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ACC fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural

harmony with the other Improvements in the Project.

12.3 Variances. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

12.4 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ACC has acted improperly.

12.5 Limitations on Review. The ACC's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

ARTICLE XIII **INSURANCE**

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

13.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas.

- (i) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- (ii) Any blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy (including the Dwellings if applicable) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using

methods generally accepted in the insurance industry.

- (iii) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one-hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- (iv) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per occurrence at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

(b) Insurance Deductible. The Association shall set aside an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less, which amount may be kept within the Association's reserve account. This requirement shall not apply to any earthquake or flood insurance deductible.

(c) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

13.4 Directors and Officers Insurance. The Association shall obtain Directors and Officers liability insurance protecting the Board of Directors, the Officers, and the Association

against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available), which insurance shall not be less than one million dollars (\$1,000,000). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers, Board of Directors, or Owners of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

13.6 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

13.7 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

13.8 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining

proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.9 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.10 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

ARTICLE XIV DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the

damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association in a neat and attractive condition.

ARTICLE XV **DISBURSEMENT OF PROCEEDS**

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI **REPAIR AND RECONSTRUCTION**

16.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII **CONDEMNATION**

17.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Owners representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

18.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 Limited Liability. Neither the Board, the Architectural Control Committee, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

18.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or

Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

18.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

18.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total eligible votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

18.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

18.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

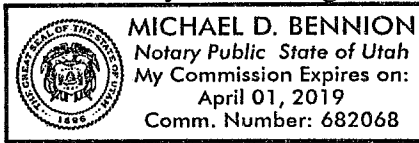
18.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered an interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

Brad Gosling
By: **BRAD GOSLING**
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Devi's)

On this 21 day of June, 2018, personally appeared before me Brad Gosling, who being by me duly sworn, did say that he/she is a Board Member of Maple Hollow Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



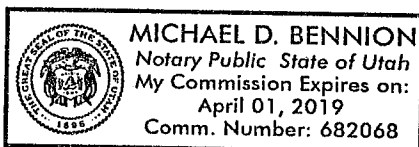
[Signature]
Notary Public

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

Kathy Evans
By: **KATHY EVANS**
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Devi's)

On this 21 day of June, 2018, personally appeared before me Kathy Evans, who being by me duly sworn, did say that he/she is a Board Member of Maple Hollow Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



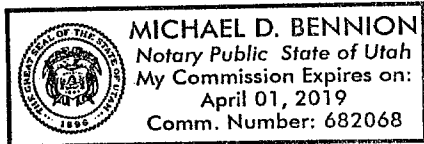
[Signature]
Notary Public

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

Donna L. Johnson
By: DONNA JOHNSON
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Davis)

On this 21 day of June, 2018, personally appeared before me Donna Johnson, who being by me duly sworn, did say that he/she is a Board Member of Maple Hollow Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



[Signature]
Notary Public

5096-1

**A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH**

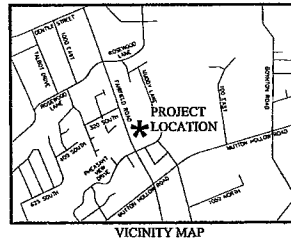
1. PARCELS "A" AND "B" ARE TO BE OWNED AND MAINTAINED BY AN HOA.
2. ALL COMMON AREAS, LANDSCAPING EASEMENTS AND PERIMETER LAND
DRAIN EASEMENTS ARE TO BE OWNED AND MAINTAINED BY THE HOA.
3. TREES ALONG EASTERN BOUNDARY SHALL NOT BE ALTERED, MOVED OR
REMOVED AND SHALL BE PROTECTED FROM HOMEOWNER LANDSCAPING.

THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED AGRICULTURAL OPERATION IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PROPERTY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE AREA IN WHICH THE AGRICULTURAL OPERATION IS BEING CARRIED ON. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.

LOT NUMBER	LOWEST FINISHED FLOOR ELEVATION
1	420.00
2	420.00
3	420.00
4	420.00
5	420.00
6	420.00
7	420.00
8	420.00
9	420.00
10	420.00
11	420.00
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93	420.00
94	420.00
95	420.00
96	420.00
97	420.00
98	420.00
99	420.00
100	420.00

101	4304 50
102	4387 28
103	4403 10
104	4402 78
105	4287 16
106	4367 82
107	4505 33
108	4420 41
109	4329 04
110	4300 08
111	4318 83
112	4318 29
113	4387 96
114	4317 82

ELEVATION BENCHMARK IS THE NORTH END OF THE TOP BACK OF CURB AT THE
SOUTHWEST CORNER OF THE INTERSECTION OF 2250 EAST AND GARDNELL DRIVE
ELEVATION = 4879.75.

[illegible]

I, BRAD A. LLEWELLYN, A PROFESSIONAL LAND SURVEYOR, HOLD CERTIFICATE NO. 43387.05 AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OFFICIALS, I HAVE MADE AN ACCURATE SURVEY OF THE SECT OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS ESTATES AT MOUNTAIN HOLLOW PHASE II, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND SHOWN ON THE CROWN AS SHOWN ON THIS PLAT.

[illegible]

KNOW ALL BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE SAME, RECORDED TRACT OF LAND, HAVING CALLED THE SAME, TO BE GRANTED INTO EASE, STREETS AND COMMON AREAS TO HEREINFTER BE KNOWN AS EASES TO BE HAD UPON SAID TRACT, 1. TO HEREBY DESIGNATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAN AS INCIDING FOR PUBLIC USE, 2. TO GRANT, IN DETAIL, AND 3. SAVE THE CITY HARMLESS AGAINST ANY ENCUMBRANCES OR OTHER ENCUMBRANCES ON THE DESIGNATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION AND MAINTENANCE OF THE STREETS AND FURTHER DESIGNATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

ON the 26 DAY of August A.D. 2011 PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF CAGLE, IN SAID STATE
OF MISSISSIPPI MISSISSIPPI WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT
SHE IS the Member of Ward North Ward North AND THAT SHE
SIGNED THE OWNER'S DECLARATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID LLC EXISTED

ON THE 26 DAY OF August A.D. 2016, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Chicago, IN SAID STATE OF Illinois, Robert Lemmon, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Manager OF U.S. Bank Venture, A CORPORATION IN THE STATE OF Illinois, AND THAT HE BORNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AID IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXCLUDED THE SAME.

ON THE 5th DAY OF February A.D. 2011 PERSONALLY APPEARED
BEFORE ME THE SIGNERS OF THE FOREGOING DEPOSITION WHO DULY ACKNOWLEDGE TO ME THAT
THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES October

Carol
NOTARY PUBLIC
RESIDING IN CLARK COUNTY


NORRIS Public
State of Washington
VICTORIE E. SUTHER
My Signature and Office
may be verified at
www.wnrs.com

FOCUS
ENGINEERING AND SURVEYING, LLC
201 WEST COITAGE AVENUE
SANDY, UT 84070 P/E: (801) 352-0075
www.focusenb.com

APPROVED THIS 7th DAY OF July 2010
BY THE LAYTON CITY PLANNING COMMISSION

I HEREBY CERTIFY THAT THIS OFFICE
HAS EXAMINED THIS PLAT. IT IS
CORRECT IN ACCORDANCE WITH
INFORMATION ON FILE IN THIS
OFFICE.

James H. Hays 3/18/60
TAYLOR CITY ENGINEER

APPROVED AS TO FORM THIS
Handwritten DAY OF Sept A.D. 2011

 JASON CITY ATTORNEY

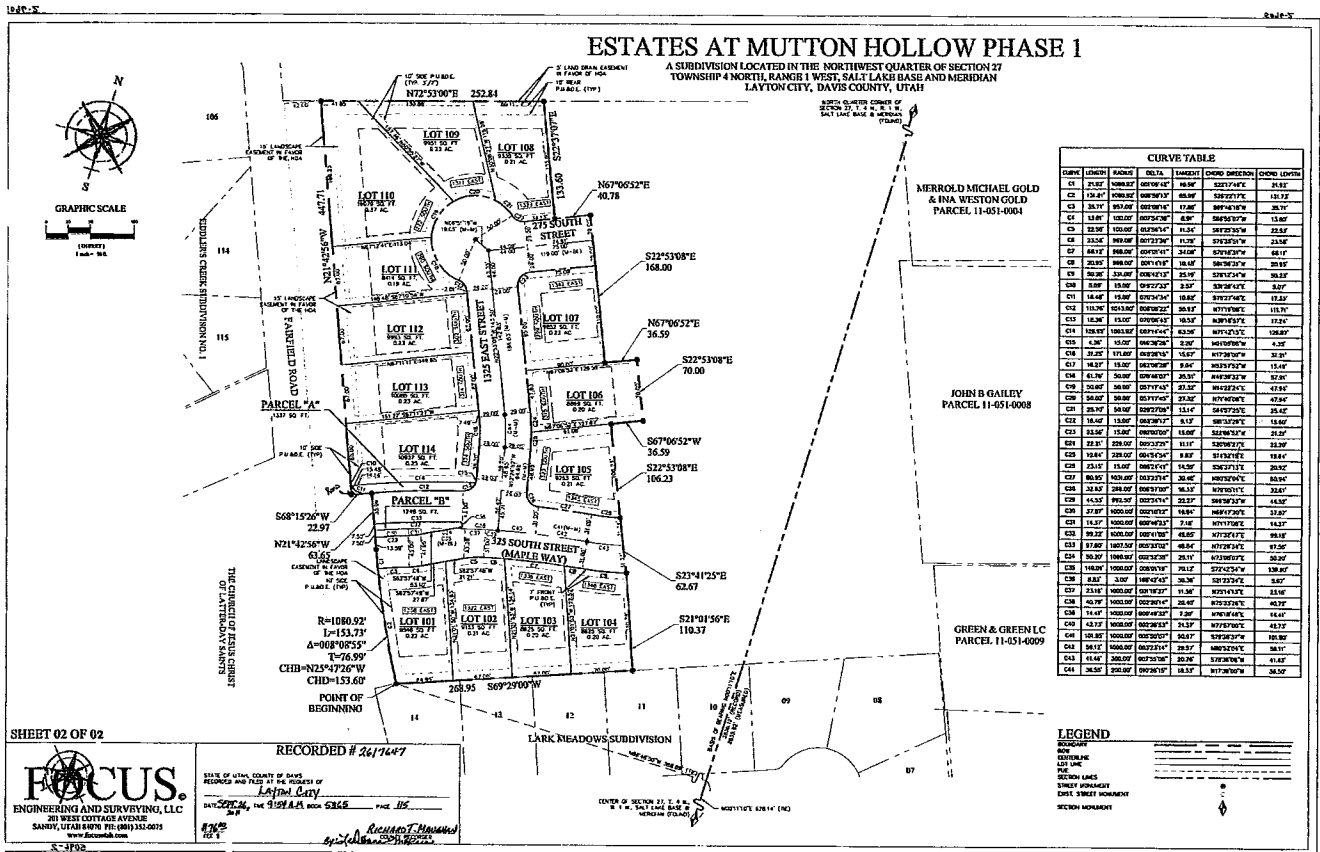
PRESENTED TO THE LAYTON CITY COUNCIL THIS ^{JULY}~~OCTOBER~~ DAY OF
~~OCTOBER~~ 20 ~~1960~~ AT WHICH TIME THIS SUBDIVISION WAS APPROVED
AND ACCEPTED

J. Fred Carr
MAYOR

Richard Kellman
ATTEST
CITY RECORDER

STATE OF IOWA, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF
LAYNE CITY
DATE SEPT. 8, THE 9:54 A.M. BOOK 5365 PAGE 115
3011
8760
REC'D
BY RICHARD T. HAUGHEM
AV. LAYNE CITY DEPT. REC'D

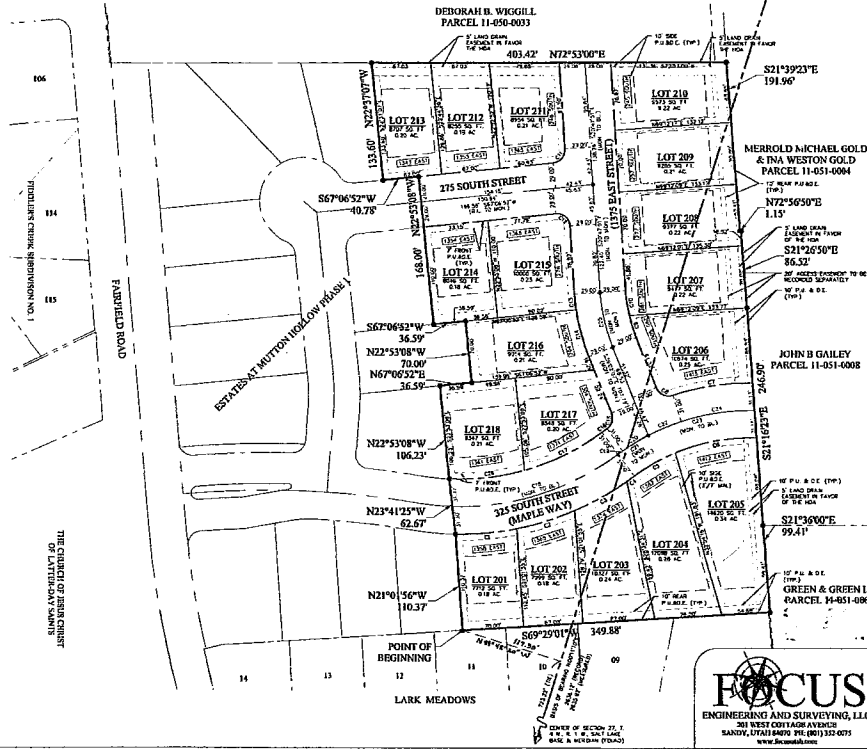
5096-2



5097-2

ESTATES AT MUTTON HOLLOW PHASE 2

A SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH



LEGEND

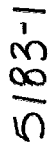
- BOUNDARY
- OF RECORD
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY
- EXIST. STREET MONUMENT
- SECTION MONUMENT

CURVE TABLE

CHORD	LENGTH	BEARING	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	20.17	S89°00'00\"	90.00	34.71	S89°00'00\"	70.00
C2	86.82	S20°00'00\"	270.00	149.44	S20°00'00\"	282.82
C3	87.36	S20°00'00\"	270.00	150.44	S20°00'00\"	283.82
C4	10.77	S20°00'00\"	270.00	18.76	S20°00'00\"	35.76
C5	22.86	S20°00'00\"	270.00	40.17	S20°00'00\"	77.17
C6	31.82	S20°00'00\"	270.00	55.56	S20°00'00\"	109.56
C7	39.82	S20°00'00\"	270.00	69.44	S20°00'00\"	138.44
C8	47.82	S20°00'00\"	270.00	82.76	S20°00'00\"	165.76
C9	55.82	S20°00'00\"	270.00	95.56	S20°00'00\"	191.56
C10	63.82	S20°00'00\"	270.00	107.76	S20°00'00\"	215.76
C11	71.82	S20°00'00\"	270.00	119.44	S20°00'00\"	238.44
C12	79.82	S20°00'00\"	270.00	130.56	S20°00'00\"	259.56
C13	87.82	S20°00'00\"	270.00	141.11	S20°00'00\"	279.11
C14	95.82	S20°00'00\"	270.00	151.11	S20°00'00\"	297.11
C15	103.82	S20°00'00\"	270.00	160.56	S20°00'00\"	313.56
C16	111.82	S20°00'00\"	270.00	169.44	S20°00'00\"	328.44
C17	119.82	S20°00'00\"	270.00	177.76	S20°00'00\"	341.76
C18	127.82	S20°00'00\"	270.00	185.56	S20°00'00\"	353.56
C19	135.82	S20°00'00\"	270.00	192.76	S20°00'00\"	363.76
C20	143.82	S20°00'00\"	270.00	200.44	S20°00'00\"	372.44
C21	151.82	S20°00'00\"	270.00	207.56	S20°00'00\"	379.56
C22	159.82	S20°00'00\"	270.00	214.11	S20°00'00\"	385.11
C23	167.82	S20°00'00\"	270.00	220.11	S20°00'00\"	389.11
C24	175.82	S20°00'00\"	270.00	225.56	S20°00'00\"	391.56
C25	183.82	S20°00'00\"	270.00	230.44	S20°00'00\"	392.44

FOCUS
ENGINEERING AND SURVEYING, L.L.C.
301 WEST COTTONWOOD AVENUE
SANDY, UTAH 84070 (801) 332-0075
www.focusllc.com

RECORDED # _____
DATE OF RECORDING OF THIS RECORD AND FILED AT THE OFFICE OF _____
BY _____
7/1/2011
7/1/2011



5183-2

ESTATES AT MUTTON HOLLOW PHASE 3

LOCATED IN THE SOUTH HALF SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH
NE Section 21 4N-1W

CURVE TABLE				
PI	LS	DELTA	STATION	ON LAYOUT
1	15.00	90.00	15.00	15.00
2	15.00	90.00	30.00	30.00
3	15.00	90.00	45.00	45.00
4	15.00	90.00	60.00	60.00
5	15.00	90.00	75.00	75.00
6	15.00	90.00	90.00	90.00
7	15.00	90.00	105.00	105.00
8	15.00	90.00	120.00	120.00
9	15.00	90.00	135.00	135.00
10	15.00	90.00	150.00	150.00
11	15.00	90.00	165.00	165.00
12	15.00	90.00	180.00	180.00
13	15.00	90.00	195.00	195.00
14	15.00	90.00	210.00	210.00
15	15.00	90.00	225.00	225.00
16	15.00	90.00	240.00	240.00
17	15.00	90.00	255.00	255.00
18	15.00	90.00	270.00	270.00
19	15.00	90.00	285.00	285.00
20	15.00	90.00	300.00	300.00
21	15.00	90.00	315.00	315.00
22	15.00	90.00	330.00	330.00
23	15.00	90.00	345.00	345.00
24	15.00	90.00	360.00	360.00
25	15.00	90.00	375.00	375.00
26	15.00	90.00	390.00	390.00
27	15.00	90.00	405.00	405.00
28	15.00	90.00	420.00	420.00
29	15.00	90.00	435.00	435.00
30	15.00	90.00	450.00	450.00
31	15.00	90.00	465.00	465.00
32	15.00	90.00	480.00	480.00
33	15.00	90.00	495.00	495.00
34	15.00	90.00	510.00	510.00
35	15.00	90.00	525.00	525.00
36	15.00	90.00	540.00	540.00
37	15.00	90.00	555.00	555.00
38	15.00	90.00	570.00	570.00
39	15.00	90.00	585.00	585.00
40	15.00	90.00	600.00	600.00
41	15.00	90.00	615.00	615.00
42	15.00	90.00	630.00	630.00
43	15.00	90.00	645.00	645.00
44	15.00	90.00	660.00	660.00
45	15.00	90.00	675.00	675.00
46	15.00	90.00	690.00	690.00
47	15.00	90.00	705.00	705.00
48	15.00	90.00	720.00	720.00
49	15.00	90.00	735.00	735.00
50	15.00	90.00	750.00	750.00
51	15.00	90.00	765.00	765.00
52	15.00	90.00	780.00	780.00
53	15.00	90.00	795.00	795.00
54	15.00	90.00	810.00	810.00
55	15.00	90.00	825.00	825.00
56	15.00	90.00	840.00	840.00
57	15.00	90.00	855.00	855.00
58	15.00	90.00	870.00	870.00
59	15.00	90.00	885.00	885.00
60	15.00	90.00	900.00	900.00
61	15.00	90.00	915.00	915.00
62	15.00	90.00	930.00	930.00
63	15.00	90.00	945.00	945.00
64	15.00	90.00	960.00	960.00
65	15.00	90.00	975.00	975.00
66	15.00	90.00	990.00	990.00
67	15.00	90.00	1005.00	1005.00
68	15.00	90.00	1020.00	1020.00
69	15.00	90.00	1035.00	1035.00
70	15.00	90.00	1050.00	1050.00
71	15.00	90.00	1065.00	1065.00
72	15.00	90.00	1080.00	1080.00
73	15.00	90.00	1095.00	1095.00
74	15.00	90.00	1110.00	1110.00
75	15.00	90.00	1125.00	1125.00
76	15.00	90.00	1140.00	1140.00
77	15.00	90.00	1155.00	1155.00
78	15.00	90.00	1170.00	1170.00
79	15.00	90.00	1185.00	1185.00
80	15.00	90.00	1200.00	1200.00
81	15.00	90.00	1215.00	1215.00
82	15.00	90.00	1230.00	1230.00
83	15.00	90.00	1245.00	1245.00
84	15.00	90.00	1260.00	1260.00
85	15.00	90.00	1275.00	1275.00
86	15.00	90.00	1290.00	1290.00
87	15.00	90.00	1305.00	1305.00
88	15.00	90.00	1320.00	1320.00
89	15.00	90.00	1335.00	1335.00
90	15.00	90.00	1350.00	1350.00
91	15.00	90.00	1365.00	1365.00
92	15.00	90.00	1380.00	1380.00
93	15.00	90.00	1395.00	1395.00
94	15.00	90.00	1410.00	1410.00
95	15.00	90.00	1425.00	1425.00
96	15.00	90.00	1440.00	1440.00
97	15.00	90.00	1455.00	1455.00
98	15.00	90.00	1470.00	1470.00
99	15.00	90.00	1485.00	1485.00
100	15.00	90.00	1500.00	1500.00

CURVE TABLE				
PI	LS	DELTA	STATION	ON LAYOUT
1	15.00	90.00	15.00	15.00
2	15.00	90.00	30.00	30.00
3	15.00	90.00	45.00	45.00
4	15.00	90.00	60.00	60.00
5	15.00	90.00	75.00	75.00
6	15.00	90.00	90.00	90.00
7	15.00	90.00	105.00	105.00
8	15.00	90.00	120.00	120.00
9	15.00	90.00	135.00	135.00
10	15.00	90.00	150.00	150.00
11	15.00	90.00	165.00	165.00
12	15.00	90.00	180.00	180.00
13	15.00	90.00	195.00	195.00
14	15.00	90.00	210.00	210.00
15	15.00	90.00	225.00	225.00
16	15.00	90.00	240.00	240.00
17	15.00	90.00	255.00	255.00
18	15.00	90.00	270.00	270.00
19	15.00	90.00	285.00	285.00
20	15.00	90.00	300.00	300.00
21	15.00	90.00	315.00	315.00
22	15.00	90.00	330.00	330.00
23	15.00	90.00	345.00	345.00
24	15.00	90.00	360.00	360.00
25	15.00	90.00	375.00	375.00
26	15.00	90.00	390.00	390.00
27	15.00	90.00	405.00	405.00
28	15.00	90.00	420.00	420.00
29	15.00	90.00	435.00	435.00
30	15.00	90.00	450.00	450.00
31	15.00	90.00	465.00	465.00
32	15.00	90.00	480.00	480.00
33	15.00	90.00	495.00	495.00
34	15.00	90.00	510.00	510.00
35	15.00	90.00	525.00	525.00
36	15.00	90.00	540.00	540.00
37	15.00	90.00	555.00	555.00
38	15.00	90.00	570.00	570.00
39	15.00	90.00	585.00	585.00
40	15.00	90.00	600.00	600.00
41	15.00	90.00	615.00	615.00
42	15.00	90.00	630.00	630.00
43	15.00	90.00	645.00	645.00
44	15.00	90.00	660.00	660.00
45	15.00	90.00	675.00	675.00
46	15.00	90.00	690.00	690.00
47	15.00	90.00	705.00	705.00
48	15.00	90.00	720.00	720.00
49	15.00	90.00	735.00	735.00
50	15.00	90.00	750.00	750.00
51	15.00	90.00	765.00	765.00
52	15.00	90.00	780.00	780.00
53	15.00	90.00	795.00	795.00
54	15.00	90.00	810.00	810.00
55	15.00	90.00	825.00	825.00
56	15.00	90.00	840.00	840.00
57	15.00	90.00	855.00	855.00
58	15.00	90.00	870.00	870.00
59	15.00	90.00	885.00	885.00
60	15.00	90.00	900.00	900.00
61	15.00	90.00	915.00	915.00
62	15.00	90.00	930.00	930.00
63	15.00	90.00	945.00	945.00
64	15.00	90.00	960.00	960.00
65	15.00	90.00	975.00	975.00
66	15.00	90.00	990.00	990.00
67	15.00	90.00	1005.00	1005.00
68	15.00	90.00	1020.00	1020.00
69	15.00	90.00	1035.00	1035.00
70	15.00	90.00	1050.00	1050.00
71	15.00	90.00	1065.00	1065.00
72	15.00	90.00	1080.00	1080.00
73	15.00	90.00	1095.00	1095.00
74	15.00	90.00	1110.00	1110.00
75	15.00	90.00	1125.00	1125.00
76	15.00	90.00	1140.00	1140.00
77	15.00	90.00	1155.00	1155.00
78	15.00	90.00	1170.00	1170.00
79	15.00	90.00	1185.00	1185.00
80	15.00	90.00	1200.00	1200.00
81	15.00	90.00	1215.00	1215.00
82	15.00	90.00	1230.00	1230.00
83	15.00	90.00	1245.00	1245.00
84	15.00	90.00	1260.00	1260.00
85	15.00	90.00	1275.00	1275.00
86	15.00	90.00	1290.00	1290.00
87	15.00	90.00	1305.00	1305.00
88	15.00	90.00	1320.00	1320.00
89	15.00	90.00	1335.00	1335.00
90	15.00	90.00	1350.00	1350.00
91	15.00	90.00	1365.00	1365.00
92	15.00	90.00	1380.00	1380.00
93	15.00	90.00	1395.00	1395.00
94	15.00	90.00	1410.00	1410.00
95	15.00	90.00	1425.00	1425.00
96	15.00	90.00	1440.00	1440.00
97	15.00	90.00	1455.00	1455.00
98	15.00	90.00	1470.00	1470.00
99	15.00	90.00	1485.00	1485.00
100	15.00	90.00	1500.00	1500.00

AGRICULTURAL OPERATION AREA

THIS PROPERTY IS LOCATED IN THE MIDDLE OF AN ESTABLISHED AGRICULTURAL OPERATION IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN CONTINUED FOR MANY YEARS. THE PROPERTY IS LOCATED IN AN AREA WHERE AGRICULTURAL USES AND ACTIVITIES HAVE BEEN CONTINUED FOR MANY YEARS. THE PROPERTY IS LOCATED IN AN AREA WHERE AGRICULTURAL USES AND ACTIVITIES HAVE BEEN CONTINUED FOR MANY YEARS.

ELEVATION BENCHMARK

ELEVATION BENCHMARK IS THE NORTH END OF THE TOP BACK OF CURB AT THE SOUTHWEST CORNER OF THE INTERSECTION OF 2250 EAST AND DANIELS DRIVE. ELEVATION 4469.75.

PUBLIC UTILITY EASEMENTS

FRONT: 30
SIDE: 10 (TOTAL 1/2 MIN ON ONE LOT)
REAR: 10

SETBACKS

FRONT: 30
REAR: 30
CORNER: 10
REAR: 30
CORNER: 10

GORE LOT NOTE:

LOTS 315, 325, 335, 345, 355, 365, 375, 385, 395, 405, 415, 425, 435, 445, 455, 465, 475, 485, 495, 505, 515, 525, 535, 545, 555, 565, 575, 585, 595, 605, 615, 625, 635, 645, 655, 665, 675, 685, 695, 705, 715, 725, 735, 745, 755, 765, 775, 785, 795, 805, 815, 825, 835, 845, 855, 865, 875, 885, 895, 905, 915, 925, 935, 945, 955, 965, 975, 985, 995, 1005, 1015, 1025, 1035, 1045, 1055, 1065, 1075, 1085, 1095, 1105, 1115, 1125, 1135, 1145, 1155, 1165, 1175, 1185, 1195, 1205, 1215, 1225, 1235, 1245, 1255, 1265, 1275, 1285, 1295, 1305, 1315, 1325, 1335, 1345, 1355, 1365, 1375, 1385, 1395, 1405, 1415, 1425, 1435, 1445, 1455, 1465, 1475, 1485, 1495, 1505, 1515, 1525, 1535, 15

[illegible]

52085

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH

Line Table		
LINE	LENGTH	DIRECTION
61	12.14'	N73°00'17"

THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED AGRICULTURAL OPERATION IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE AREA IN WHICH THE AGRICULTURAL OPERATION IS BEING CARRIED ON. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONSIDERED ON ACCEPTANCE OF ANY ASSIGNANCE OR INCUMBRANCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.

ELEVATION BENCHMARK IS THE NORTH END OF THE TOP BACK OF CURB AT THE
SOUTHWEST CORNER OF THE INTERSECTION OF 2230 EAST AND OAKHILLS DRIVE
ELEVATION = 4079.73.

FROM: 7


FROM: 25'
INTERIOR SIDE YARD: 5' AND 10'
CORNER SIDE YARD (STREET SIDE): 20'
REAR YARD: 15'
CORNER REAR YARD: 25'

RECORDED # 2755644

STATE OF WYOM, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF
Lorain City
DATE 15 JANUARY 1968, BOOK 5816 PAGE 19

945
FEB 9

BY: 20 Richard T. Harrison
CLERK OF DISTRICT COURT
DALLAS COUNTY, TEXAS

**FOCUS.**
ENGINEERING AND SURVEYING, LLC
261 WEST COTTAGE AVENUE
SANDY, UTAH 84770
PH: 352-0075

2005

[illegible]

Exhibit B
Bylaws

AMENDED & RESTATED BYLAWS
OF
MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.
(formerly known as
The Estates at Mutton Hollow Owners Association, Inc.)

The following are the Amended & Restated Bylaws of Maple Hollow Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation ("Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded with the Davis County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions and Restrictions for Maple Hollow Subdivision of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided.

ARTICLE II
MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be provided via: (1) email, or (2) other approved electronic communication. Notice shall be provided at least ten (10) days but no more than sixty (60) days prior to an Annual or Special Meeting. Said notice is effective upon sending the email or electronic communication or upon depositing the notice in the U.S. mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association

unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty percent (20%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board, including electronic delivery as provided for in the proxy form provided by the Association. Any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his/her absence another Board Member, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of Owners approving the action that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and eligible to vote. With regard to any approval that requires a specified percentage of total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

The Association shall have one class of voting membership, and there shall only be one vote for each Lot in the Subdivision. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Directors shall serve for a term of three years; provided, however, that initially the Board shall identify one of the three Directors to serve for a one-year term, another Director to serve for a two-year term, with the remaining Director serving a three-year term. Thereafter, all Directors elected shall serve for a three-year term. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next Annual or Special Meeting of Owners to elect a replacement.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board may take appropriate action to develop, implement and update procedures for record retention.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 5.4 Conduct of Meetings. The President, or another Director in his absence, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes (subject to any record

retention policy) and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Articles, Bylaws, Declaration and Utah law. The Board may delegate its authority and responsibility to a manager and/or officers.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president and secretary/treasurer, who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Determination of Offices. The most tenured Director shall serve as President, with the second most tenured Director as Vice President and the newly elected Director as Secretary. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other policies governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer: The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and keep proper books of account and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, or a member of a duly formed committee. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X WAIVER OF PROCEDURAL IRREGULARITIES

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or

- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

ARTICLE XI AMENDMENTS/ ORDER OF PRECEDENCE


Section 11.1 Amendment. These Bylaws may be amended by the unanimous consent of the Board of Directors or the approval of at least fifty-one percent (51%) of total membership eligible to vote. An amendment to these Bylaws shall be effective immediately upon recordation in the Davis County Recorder, State of Utah. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII FISCAL YEAR

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

By:

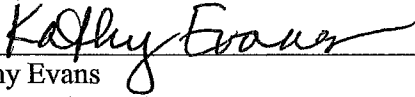


Brad Goaslind

Its: Board Member

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

By:

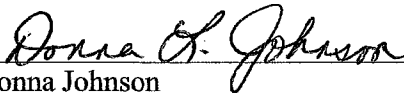


Kathy Evans

Its: Board Member

MAPLE HOLLOW HOMEOWNERS ASSOCIATION, INC.

By:



Donna Johnson

Its: Board Member

WHEN RECORDED, MAIL TO:

Merrold Michael Gold
1352 North Hwy 89
Kaysville, Utah 84037
BST #157053

Exhibit C

Part of Tax ID No. 11-050-0034
(For reference purposes only)

EASEMENT DEED

THIS EASEMENT DEED is made this 24th day of August, 2011, by JOHN B. GAILEY and SUSAN P. GAILEY, whose mailing address is 222 Indian Court, Richland, Washington 99354 (collectively, "Grantors"), to and in favor of MERROLD MICHAEL GOLD and INA MARIE GOLD, whose mailing address is 1352 North Hwy 89, Kaysville, Utah 84037 (collectively, "Grantees").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantees, their successors and assigns, an easement as described herein and subject to the terms and conditions hereof.

1. Grant of Easement. Grantors hereby grant and convey to Grantees, their successors and assigns, forever, an easement for ingress, egress and access (the "Easement") through, over, and across that certain parcel of real property in Davis County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Easement Parcel").

2. Term of Easement. The Easement shall be perpetual, subject to the termination provisions set forth in section 6 below.

3. Easement Purpose. The purpose of the Easement is to allow continued ingress to and egress from Grantees' farm property in Davis County, Utah more particularly described in Exhibit "B" attached hereto and incorporated by reference herein (the "Benefitted Parcel"). Grantees' use of the Easement shall be limited to agricultural purposes only, shall be consistent with Grantees' historic use of Easement Parcel, and shall not be expanded beyond Grantees' historic agricultural use.

4. Rights of Layton City Reserved. The Easement granted herein is and shall at all times be subject to a perpetual right-of-way and easement in favor of Layton City, including its officers, employees, representatives, agents and assigns (hereinafter "Layton City"), to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable, or other similar utilities, and an improved public access to the City's property, and to enter upon the Easement Parcel with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said facilities. During construction periods, Layton City and its agents may

use such portion of the Easement Parcel as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. Grantees' use of the Easement shall not interfere in any way with any of the rights of Layton City as described herein.

5. Land Drain. Grantors have installed a land drain beneath the Easement Parcel. Grantees shall not damage or interfere with the operation of the land drain in any way.

6. Termination Under Certain Conditions. The Easement shall terminate and expire automatically and without the requirement of any notice or other action by Grantors in the event that: (i) Grantees, their successors or assigns cease all use of the Easement or abandon the Easement in writing; (ii) Grantees, their successors or assigns fail to maintain the Easement in a reasonable manner consistent with any applicable Layton City ordinances and Grantees' previous use of the Easement Parcel, as determined by the Layton City Board of Adjustment or other appropriate Layton City authority at a properly noticed hearing following written notice and demand that has not been complied with for a period of at least 90 days; or (iii) the Benefitted Parcel is developed and subdivided into residential lots, provided, however, that one single home may be built on the Benefitted Parcel without causing a termination of the Easement so long as the Benefitted Parcel continues otherwise to be used for agricultural purposes.

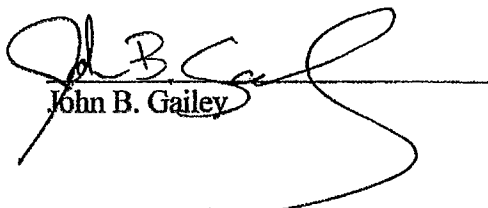
7. Reservation of Rights Not Inconsistent With Easement. Grantors reserve to themselves, their successors and assigns, for all times hereafter, the right to use the Easement Parcel for any and all purposes not inconsistent with the Easement.

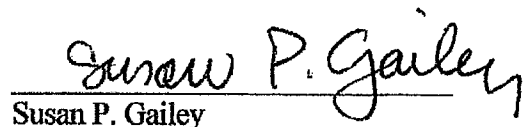
8. Benefits and Burdens Run with the Land. All provisions of this Easement Deed, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of successors and assigns of Grantors and Grantees.

9. Applicable Law. This Easement Deed shall be construed in accordance with and governed by the laws of the State of Utah.

10. Severability. If any provision of this Easement Deed is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Easement Deed shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Easement Deed shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Easement Deed.

WITNESS the hand of said Grantors effective as of the day and year first set forth above.


John B. Gailey


Susan P. Gailey

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 25th day of AUGUST, 2011, personally appeared before me John B. Gailey,
who duly acknowledged to me that he executed the foregoing instrument.



My Commission Expires: JAN. 9, 2013

Sharon Schiess
Notary Public
Residing at:
SANDY, UTAH

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On the 24th day of August, 2011, personally appeared before me Susan P. Gailey,
who duly acknowledged to me that she executed the foregoing instrument.

My Commission Expires: 06/05/2012

[Signature]
Notary Public
Residing at:
1761 G.W. Way
RICHMOND, WA 99354

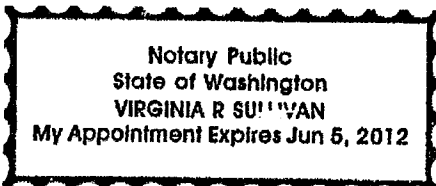


EXHIBIT A

20 FOOT WIDE EASEMENT DESCRIPTION

08/05/11

A 20 FOOT WIDE EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. COMMENCING AT A POINT WHICH IS NORTH 00°11'10" EAST, 1083.00 FEET AND SOUTH 89°48'50" EAST, 95.09 FEET FROM THE CENTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 21°16'23" WEST, 84.53 FEET ; THENCE NORTH 21°26'50" WEST, 88.03 FEET; THENCE SOUTH 72°56'50" WEST, 1.15 FEET; THENCE NORTH 21°39'23" WEST, 191.94 FEET; THENCE NORTH 72°52'00" EAST, 20.06 FEET; THENCE SOUTH 21°39'23" EAST, 191.96 FEET; THENCE NORTH 72°56'50" EAST, 1.15 FEET; THENCE SOUTH 21°26'50" EAST, 86.52 FEET; THENCE SOUTH 21°16'23" EAST, 85.54 FEET; THENCE SOUTHWESTERLY 20.03 FEET ALONG THE ARC OF A 281.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 71°31'53" WEST, 20.02 FEET) TO THE POINT OF BEGINNING.

EXHIBIT B

11-051-0048

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Hook _____ Page _____ Ref: _____

Mail tax notice to Herrold Michael Gold Address 1280 Greenwood Rd. - Kayeville
1967-20 **WARRANTY DEED** N/A 27 40-10

John E. Morgan and Carol E. Morgan grantor
of Layton, County of Davis, State of Utah, hereby
CONVEY and WARRANT to

Herrold Michael Gold and Ina Weston Gold, Husband and wife as joint
tenants, with full rights of survivorship

of TEN AND NO/100 and other good and valuable consideration grantee
for the sum of DOLLARS,
the following described tract of land in Davis County,
State of Utah:

A part of the North half of Section 27, Township 4 North, Range 1 West,
Salt Lake Meridian, Beginning at a point South 69°09' East 2739.70 feet
and South 21°32' East 159.46 feet from the Northwest Corner of said
Section 27, and running thence North 73°32' East 769.50 feet; thence
South 83°30' East 136.42 feet; thence South 15°45' East 240.0 feet; thence
South 73°04' West 565.02 feet (\$67.90 feet computed to close); thence North
21°32' West 297.02 feet to the point of beginning.

part of 11-051-0004

941930 BK 1438 PG 912
CAROL DEAN PAGE, DAVIS CITY RECORDER
1991 SEP 20 11:17 AM FEE 7.00 DEP REC
REC'D FOR BONNEVILLE TITLE COMPANY, INC

*THIS WARRANTY DEED IS TO CORRECT THE WARRANTY DEED RECORDED ON FEBRUARY
22, 1991, ENTRY # 918563 IN BOOK 1397 AT PAGE 85.*

WITNESS, the hand of said grantor, this 19th day of
September, A. D. 1991

Signed in the Presence of

John S. Morgan

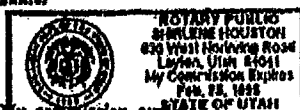
Carol E. Morgan

STATE OF UTAH,

County of DAVIS

On the 19th day of September, A. D. 1991
personally appeared before me

John S. Morgan and Carol E. Morgan
the signers of the within instrument, who duly acknowledged to me that they executed the
same.



Residing in