

WHEN RECORDED, MAIL TO:

Layton Parke Estates Homeowners Association, Inc.
c/o Castle Creek Homes, LLC
1798 West 5150 South, #103
Roy, Utah 84067

E 3399851 B 7801 P 2002-2047
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/14/2021 02:31 PM
FEE \$148.00 Pgs: 46
DEP RT REC'D FOR LAYTON CITY

**THIRD AMENDMENT TO THE D
DECLARATION OF PROTECTIVE COVENANTS FOR
LAYTON PARKE ESTATES
PHASES 1-3**

THIS AMENDMENT (the "Third Amendment"), amending that certain Declaration of Protective Covenants of LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC. (a.k.a. Layton Parke Estates), in Davis County, Utah, recorded on February 14, 2019, as Entry No. 3143362, in Book 7200, at Pages 613-637, (the "Original Declaration") that was first amended and recorded on August 14, 2019, as Entry No. 3179802, in Book 7325, at Page 1847, (the "First Amended Declaration") and that was second amended and recorded on August 21, 2020, as Entry No. 3284917, in Book 7580, at Page 1903, (the "Second Amended Declaration") (all three taken together as the "Declaration" except where context indicates otherwise).

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The term "Association" is further defined to include in its meaning: Layton Parke Estates Homeowners Association, Inc., a Utah nonprofit corporation;
2. The term "Community" is amended to mean the Layton Parke Estates Homeowners Association, Inc. (a.k.a. Layton Parke Estates);
3. Exhibit A is replaced with the new Exhibit A attached hereto;
4. Exhibit B is replaced with the new Exhibit B attached hereto;
5. The terms "Property" and "Tract" and "Land" as used in the Declaration include the real property and lots identified in Exhibits A and B as herein replaced;
6. Section 5.6 of the Declaration is amended as follows and is no longer of any force or effect: "5.6 Omitted";
7. The Declaration is amended to include, under Article 7: Duration, Enforcement and Amendment, section "7.6 Amendment" and section "7.7 Words" as provided below;
8. The Declaration is amended to include "Article 8: Voting Rights" as provided below;
9. The Declaration is hereby amended to include "Article 9: Rights Reserved By Declarant" as provided below;
10. The Declaration is hereby amended to include "Article 10: Reinvestment Fee Covenant" as provided below;

11. For convenience, also attached to this Third Amendment, after the copies of the plats of Exhibit B, are copies of: (i) the Original Declaration including Bylaws; (ii) the First Amended Declaration; and (iii) the Second Amended Declaration.

Following are further amendments to the Declaration as indicated above:

7.6 Amendment. This Declaration may be amended, restated, replaced, or repealed by the vote or written consent of the Lot Owners holding not less than sixty-seven percent (67%) of the voting rights in the Association. Any such changes shall become effective only upon their recordation in the Davis County Recorder's Office, of an executed certificate of the Declarant, president, or secretary of the Association setting forth in full such changes so approved and certifying that such changes have been approved in the manner required by this Declaration. In no event shall changes under this section change the boundaries of any Lot the Lot Owner of the affected Lot consents to the amendment.

7.7 Words. Words used herein in the singular, where the context so permits, shall be deemed and construed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number and any other gender, including neuter, as the context so requires.

Article 8: Voting Rights

8.1 The Association shall have two classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate class may otherwise be provided in the Articles of Incorporation, Bylaws, or in this Declaration.

(a) Class A Members: Class A Members shall be Lot Owners with the exception of the Declarant during the entire period when the Declarant is a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot that Member owns. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

(b) Class B Members: The sole Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned or controlled by the Declarant. Class B membership shall cease and be converted automatically to Class A membership on the first to occur of the following events:

(i) One (1) year after the conveyance to a new Class A Member of the last Lot owned or controlled by the Declarant; or

(ii) the day the Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association in accordance with § 57-8a-502 of the Utah Community Association Act (the "Act") as it may be amended from time to time.

(c) One Vote Per Lot: Notwithstanding anything contrary, in the event there is more than one record owner of a particular Lot, the vote related to such Lot shall be exercised as such owners may

determine among themselves; but in no event shall more than one (1) Class A vote be cast with respect to any Lot. A vote cast at any meeting or by written ballot by any one (1) of a Lot's owners, whether cast in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot; if more than one (1) vote is cast for the Lot then all such votes shall be disregarded completely.

(d) Period of Administrative Control: Until the Class B Membership ceases, the Declarant shall be within the "Period of Administrative Control" as this term is ascribed meaning in the Act, and shall enjoy all the rights and powers described therein and in Article 9 herein.

Article 9: Rights Reserved By Declarant

9.1 Declarant: As used in this Declaration and the Bylaws, and anything contrary notwithstanding, the term "Declarant" shall mean and refer to Castle Creek Homes, LLC, its successors and assigns. Anything contrary notwithstanding, the Declarant reserves the rights enumerated in Article 9 during the Period of Administrative Control as defined in section 8.1(d) of Article 8 herein.

9.2 Easements and Rights of Way: Anything contrary notwithstanding, during the Period of Administrative Control the Declarant, its employees, agents, representatives, contractors and their subcontractors and employees, have an easement and right of way on, over, under, and across all or any part of the: (1) streets and roads and the like for vehicular and pedestrian ingress to and from any part of the Property, or any adjacent real property owned or controlled by Declarant; (2) Common Elements and utility and other easements on, over, under, and across all Lots and Common Elements as provided on any recorded plat of the Property for installation, use, maintenance, and repair of all lines, wires, pipes, pumps, water wells, facilities, utilities, and any other things necessary for all such services, provided that any installation, use, maintenance, or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to at least the level and condition that existed prior to the doing of work; and (3) Common Elements, where applicable, to facilitate and complete the development of the Property, and any annexed Property, including without limitation the use of the Common Elements, where applicable for: (i) construction, excavation, grading, landscaping, parking, and/or storage; (ii) maintenance and operation of a sales office and model residences for sales purposes; (iii) showing to potential purchasers of any unsold Lot, model home, or improvements within the Property; (iv) display of signs to aid in the sale of any unsold Lots or residences constructed on such Lots, or all or part of the Project; and (v) construction, expansion, operations, and maintenance of all or any portion of any Common Elements.

9.3 Expand, Create, And Modify Plat: The Declarant, its employees, agents, and representatives hereby reserve the right and option at any time and from time to time during the Period of Administrative Control to: (i) expand the Project within any limits herein prescribed; (ii) create Lots or parcels subject to the requirements of applicable zoning ordinances; and (iii) add or amend an additional plat(s) and file and record the same in the records of the Davis County Recorder's Office. Any such expansion of the Project may be made in one or more future phases or the like of the Project, and all such expansion shall be subject to this Declaration and all other Association governing documents as they may be amended or restated from time to time.

9.4 Rules: Anything contrary notwithstanding, during the Period of Administrative Control the Declarant hereby reserves the right to exempt the Declarant, and hereby does exempt the Declarant from

all Association rules and rulemaking procedures during the Period of Administrative Control. Further, during the Period of Administrative Control the Declarant hereby exempts its contractors and their subcontractors, builders, partners, agents, representatives, and the like from all Association rules.

9.5 Services: Anything contrary notwithstanding, during the Period of Administrative Control and to the extent allowed by law, the Declarant shall have the right and authority to exempt the Association from providing any of the services that this Declaration and any other governing documents may require the Association to provide to or for the Association, Lots, Lot Owners, Property, or any other person. Exempting a service shall not require any further notice be given to any party or that any assessment be reduced or eliminated. Such services include without limitation architectural review, snow removal, landscaping maintenance, and all other services of any kind whatsoever.

9.6 Assessments: Anything contrary notwithstanding, during the Period of Administrative Control the Declarant and its homebuilders, developers, contractors, partners, agents, representatives, successors, and assigns shall be exempt from all Association assessments of any kind, even in the event that a Lot or residence constructed on a Lot is sold by the Declarant to any of the foregoing in the ordinary course of developing such Lot for sale upon completion of the construction of a residence thereupon. Further, during the Period of Administrative Control, the Declarant shall, at its sole discretion, have the right and authority to establish the amount of any assessment and to levy any assessment authorized under this Declaration.

9.7 Meetings: Anything contrary notwithstanding, during the Period of Administrative Control meetings of Owners and the Board of Trustees, including without limitation annual meetings of Owners, board meetings, and special meetings shall not be required, but the Declarant may hold such meetings at its sole discretion. During the Control Period, the Declarant may, at its sole discretion, take any action on behalf of the Association or the Board of Trustees without a meeting.

9.8 Documents: Anything contrary notwithstanding, during the Period of Administrative Control the Declarant shall, at its sole discretion, have the power and authority to sign any document and execute any agreement on behalf of the Association.

9.9 Amendment: Anything contrary notwithstanding, during the Period of Administrative Control this Declaration, the Articles of Incorporation, and the Bylaws of the Association may be amended, restated, replaced, executed, certified, and recorded and/or filed, by the Declarant at its sole discretion.

9.10 Termination of Declarant Rights: The rights hereby reserved to the Declarant under this Article shall terminate when the Period of Administrative Control ends.

Article 10: Reinvestment Fee Covenant

10.1 With respect to each Lot (the "Burdened Property") and to each and every conveyance of title of such Lot to a new Class A Member Lot Owner, including the first conveyance to the first Class A Member Lot Owner, a fee in the amount of Two Hundred Dollars (\$200.00 USD) (the "Reinvestment Fee") shall be paid to the Association. This amount shall be paid by the buyer of the Burdened Property unless otherwise agreed in writing by the buyer and the seller of the Burdened Property. This amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of this covenant precludes the imposition of an additional reinvestment fee covenant on the Burdened

Property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas, facilities, and/or Association expenses and improvements, and is required to benefit the burdened property. To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of each purchase/sale transaction by the title company, escrow company, or other persons involved with the transaction, and paid directly to the Association. Funds obtained from payment of all Reinvestment Fees shall be allocated solely to a reserve fund of the Association. The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance, pursuant to a foreclosure sale (judicial or non-judicial), by inheritance or probate, or otherwise. The foregoing notwithstanding, the conveyance of a Lot from a Lot Owner to a trust or similar structure of which the Lot Owner is a direct or indirect beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

10.2 The burden of the Reinvestment Fee covenant is intended to run with the land (i.e., the Burdened Property) and to bind successors in interest and assigns. The duration of the Reinvestment Fee covenant shall be on-going until properly amended or eliminated, or until prohibited by operation of law. The Reinvestment Fee covenant, or any changes thereto, shall become effective on the date that a Notice of Reinvestment Fee Covenant has been recorded in the Davis County Recorder's Office. The Board of Trustees may, by resolution, increase the amount of the Reinvestment Fee to any amount up to the maximum amount allowed by law, currently one-half percent (0.5%) of the value of the Burdened Property including any improvements constructed thereupon, but may not decrease the amount below the amount specified herein.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment on the date indicated below.

The Association:

Layton Parke Estates Homeowners Association, Inc.

By: Leslie Harris

Leslie Harris, Director, Layton Parke Estates Homeowners Association, Inc.

STATE OF UTAH)
) ss
COUNTY OF Weber)

On the 10 day of June, 2021, the above-name individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that she is a Director of Layton Parke Estates Homeowners Association, Inc., did state that she is authorized to sign this document on behalf of the Association, and did acknowledge that the Association thereby executed the same.



Joni Nielsen
NOTARY PUBLIC

The Declarant:

Castle Creek Homes, LLC

By: [Signature]

Mike Schultz, President, Castle Creek Homes, LLC, which entity is the Declarant of Layton Parke Estates Homeowners Association, Inc.

STATE OF UTAH)
) ss
COUNTY OF Weber)

On the 10 day of June, 2021, the above-name individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that he is the President of Castle Creek Homes, LLC, which Utah entity is the Declarant of Layton Parke Estates Homeowners Association, Inc., a Utah nonprofit corporation, did state that he is authorized to sign this document on behalf of the Declarant, and did acknowledge that the Declarant thereby executed the same.



Joni Nielsen
NOTARY PUBLIC

WHEN RECORDED, MAIL TO:

Layton Parke Estates Homeowners Association, Inc.
c/o Castle Creek Homes, LLC
1798 West 5150 South, #103
Roy, Utah 84067

**THIRD AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR
LAYTON PARKE ESTATES – PHASES 1-3**

PHASE 1 – LAYTON PARKE ESTATES Lot Numbers 101-121 and 123-154 (53 lots total, no lot number 122)
and corresponding Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
101	11-844-0101	121	11-844-0121	141	11-844-0141
102	11-844-0102	122	(no such lot)	142	11-844-0142
103	11-844-0103	123	11-844-0123	143	11-844-0143
104	11-844-0104	124	11-844-0124	144	11-844-0144
105	11-844-0105	125	11-844-0125	145	11-844-0145
106	11-844-0106	126	11-844-0126	146	11-844-0146
107	11-844-0107	127	11-844-0127	147	11-844-0147
108	11-844-0108	128	11-844-0128	148	11-844-0148
109	11-844-0109	129	11-844-0129	149	11-844-0149
110	11-844-0110	130	11-844-0130	150	11-844-0150
111	11-871-0156	131	11-844-0131	151	11-844-0151
112	11-871-0155	132	11-844-0132	152	11-844-0152
113	11-844-0113	133	11-844-0133	153	11-844-0153
114	11-844-0114	134	11-844-0134	154	11-848-0154
115	11-844-0115	135	11-844-0135	(end)	(end)
116	11-844-0116	136	11-844-0136		
117	11-844-0117	137	11-844-0137		
118	11-844-0118	138	11-844-0138		
119	11-844-0119	139	11-844-0139		
120	11-844-0120	140	11-844-0140		

Future Phases 2 and 3 lot and parcel numbers are listed on the following two pages.

EXHIBIT A

Lots subject to this Declaration and all other governing documents of the Association

All of Lots 101-121 and 123-154 (53 lots total, no lot number 122), Layton Parke Estates Phase 1, Layton City, Davis County, Utah, according to the official plat thereof on record with the Davis County Recorder's Office.

~~All of Lots 201-254 (54 lots total), Layton Parke Estates Phase 2, Layton City, Davis County, Utah, according to the official plat thereof on record with the Davis County Recorder's Office.~~

All of Lots 301-310 (10 lots total), Layton Parke Estates Phase 3, Layton City, Davis County, Utah, according to the official plat thereof on record with the Davis County Recorder's Office.

11-890-0301 ---> 0310

Future Phase

Layton Parka Subdivision Phase 2 Boundary Description

Beginning at the Southwest Corner of Evergreen Farms Subdivision - Phase 1, also being the intersection of the center line of Layton Parkway and the section line, said point of beginning being South 0°11'01" West 1320.25 feet along the section line (South 0°11'08" West record on Evergreen Farms Subdivision - Phase 1), from the West Quarter Corner of Section 30, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running:

thence North 89°57'21" East 788.66 feet along the center line of Layton Parkway, and the South line of said Evergreen Farms Subdivision Phase 1 and beyond, to the Northwest Corner of Layton Parka Estates Phase 1;

thence along the Westerly Line of said Layton Parka Estates Phase 1 the following (11) courses and distances:

- (1) South 00°02'39" East 230.00 feet;
- (2) South 89°57'21" West 4.11 feet;
- (3) South 00°02'39" East 123.88 feet;
- (4) South 83°37'51" East 95.96 feet;
- (5) South 00°02'39" East 180.42 feet;
- (6) Easterly 18.09 feet along the arc of a 369.00-foot radius curve to the right (center bears South 00°02'39" East and the long chord bears South 88°38'22" East 18.09 feet with a central angle of 02°48'33");
- (7) South 00°02'20" East 165.81 feet;
- (8) South 89°57'40" West 30.00 feet;
- (9) South 00°02'20" East 454.95 feet;
- (10) North 89°57'40" East 26.54 feet;
- (11) South 00°02'20" East 154.00 feet to the section line, also being the centerline of 1000 South Street;
 thence South 89°57'40" West 94.04 feet along the section line, also being the centerline of 1000 South Street;
 thence North 00°02'20" West 33.00 feet;
 thence Westerly 273.70 feet along the arc of a 477.00-foot radius curve to the right (center bears North 00°02'20" West and the long chord bears North 73°36'04" West 269.96 feet with a central angle of 32°52'33");
 thence North 57°09'47" West 348.81 feet;
 thence Northwesterly 477.42 feet along the arc of a 477.00-foot radius curve to the right (center bears North 32°50'13" East and the long chord bears North 28°29'23" West 457.74 feet with a central angle of 57°20'48");
 thence North 89°48'59" West 33.00 feet to the section line, also being the centerline of 2200 West Street;
 thence North 00°11'01" East 618.81 feet along the section line, also being the centerline of 2200 West Street, to the point of beginning.

Contains: 941,861 square feet, or 21.622 acres 54 lots.

4-14-21

Date

Keith R. Russell

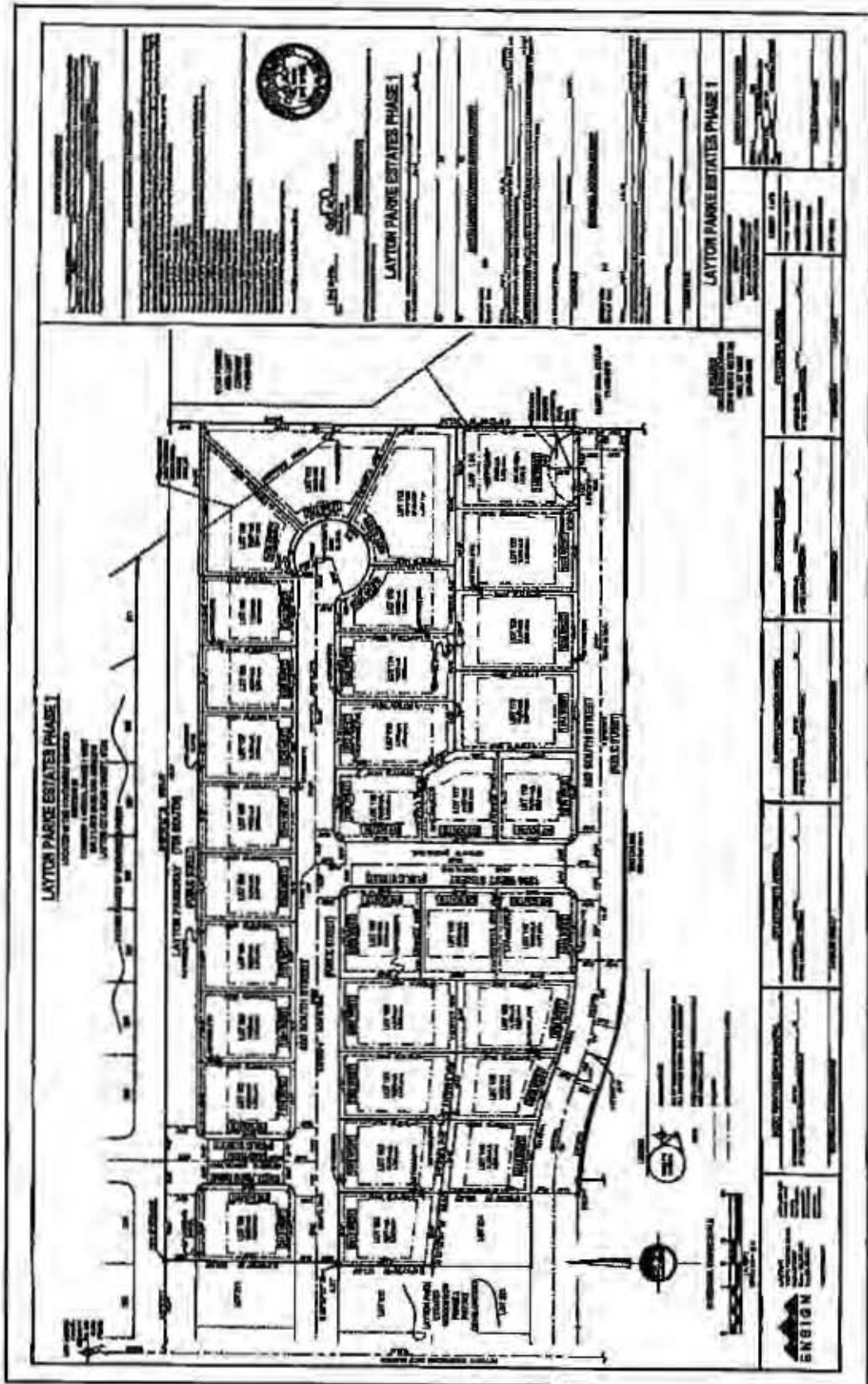
Keith R. Russell
License no. 164386

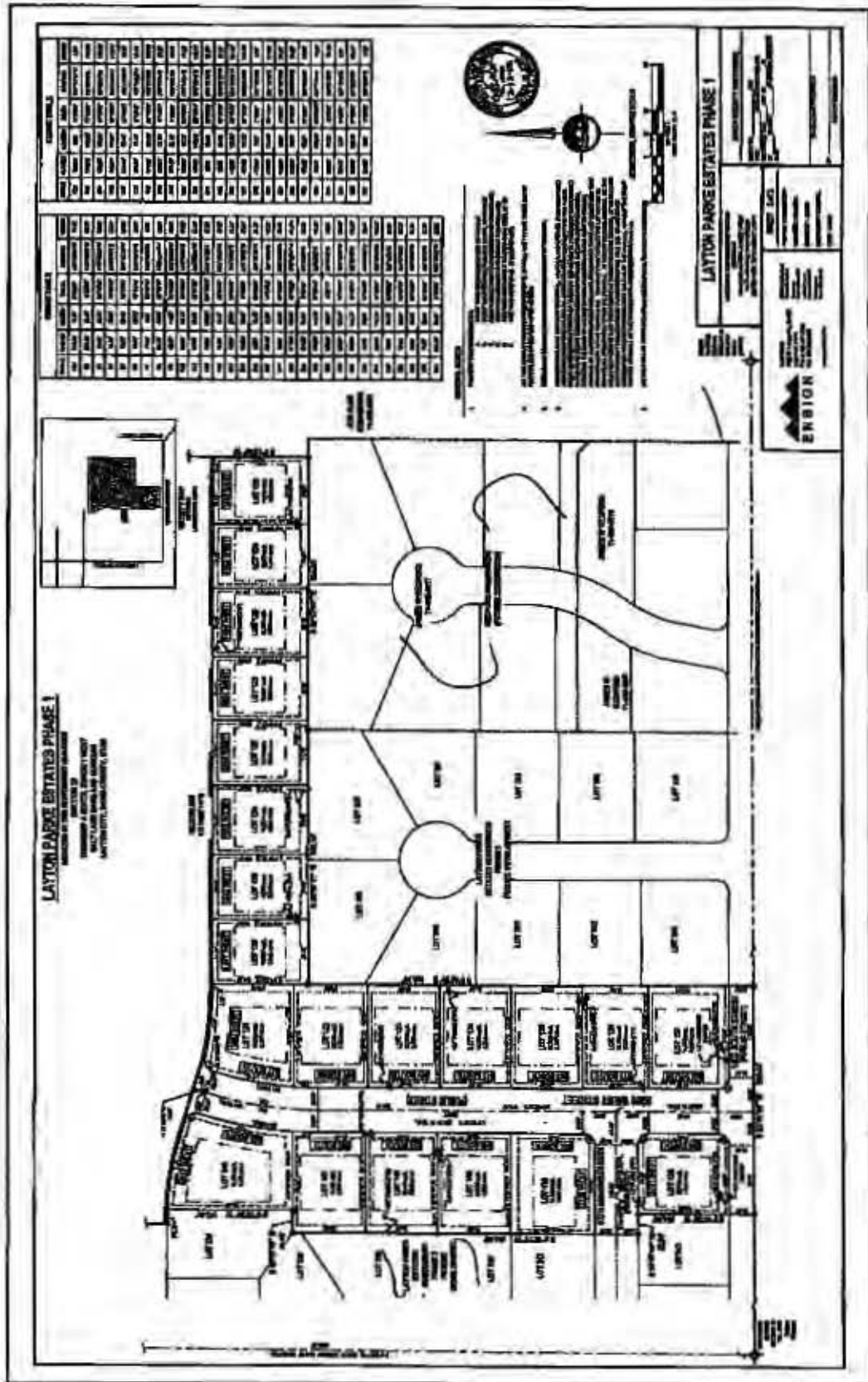


11-085-0064, 0065, 0071

EXHIBIT B

Copies of the plats of Layton Parke Estates are attached following this page, such plats setting forth the boundary descriptions of the Tracts of land known as Layton Parke Estates Phase 1, Layton Parke Estates Phase 2, and Layton Parke Estates Phase 3.





~~3403287~~
~~240-7801-2017~~

E 3143362 B 7200 P 612-697
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/14/2017 1:08:00 PM
FEE \$110.00 Page 28
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE & ESCR

11-844-0101-0153

Declaration of Protective Covenants

LAYTON PARKE ESTATES

This DECLARATION OF PROTECTIVE COVENANTS FOR LAYTON PARKE ESTATES is made and executed by LAYTON PARKE ESTATES

(Hereinafter referred to as the ("Declarant"))

Recitals

This Declaration of Protective Covenants effects that certain real property located in the City of Layton, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract"). These Declaration of Protective Covenants shall run with the land and include any additional and future phases of Layton Park Estates.

- A. Declarant is the owner of the Tract.
- B. The Property is an area of unique natural beauty, featuring distinctive terrain;
- C. By subjecting the Property to this Declaration, it is the desire, intent and purpose of the Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvement therein.
- D. Declarant has constructed, or is in the process of constructing, a residential subdivision upon the Tract.
- E. There is a unique Landscape Buffer Easements, which requires or will require common care, management, and control.
- F. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.
- G. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.
- H. The Declarant desires that the subdivision be known as LAYTON PARKE ESTATES
- I. The streets in the subdivision shall be dedicated to Layton City.
- J. The Declarant desires that the Tract shall be subject to the protective covenants herein recited.
- K. The Declarant desires, by filing this Declaration of Protective Covenants, to submit the LAYTON PARKE ESTATES SUBDIVISION and all improvements now or hereafter

Recorder's note: This document has been recorded as received.

~~PLAT~~
~~OFFICE FORM~~

- L. constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

Agreement

Now, therefore, The Declarant does hereby establish the nature of the use and enjoyment of all lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

Articles in Definitions

When used in this Declaration (including in that portion thereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

- 1.1 **Assessment** shall mean and refer to the allocation of Common Expenses among the Lot Owner of maintenance charge which each Lot or Lot Owner, by virtue of his acceptance of a deed or other document or conveyance thereto, is obligated to pay.
- 1.2 **Association** shall mean and refer to the association of all of the Lot Owners taken as or acting as, a group in accordance with this Declaration.
- 1.3 **Board of Trustees** shall mean and refer to the group of neighbors who own Lots in the Subdivision and volunteer and are elected or appointed to (a) administer this Declaration, (b) manage the Common Elements (including the Landscape Buffer Easements and Entry Monument), and (c) operate the Association.
- 1.4 **Business and Trade** are terms which shall be construed to have their ordinary, generally accepted meaning, and shall include, without limitation and occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of compensation regardless of whether: (a) such activity is intended to or does or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
- 1.5 **Common Elements** shall mean and refer to all common features and elements in the Community, including by way of illustration but not limitation the Landscape Buffer Easement, Entry Monument, Power Pedestal, and other common improvements of a less significant nature.
- 1.6 **Common Expense** shall mean and refer to: (a) All sums lawfully assessed against the Lot Owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as 'common expenses' by the Association; and (d) Expenses declared 'common expenses' by the Project Documents.
- 1.7 **Community** shall mean and refer to the LAYTON PARKE ESTATES.

Recorder's note: This document
has been recorded as received.

~~MAP~~
~~SECTION PERMS~~

- 1.8 Declaration shall mean and refer to DECLARATION OF PROTECTIVE COVENANTS FOR LAYTON PARK ESTATES.
- 1.9 Entry Monument shall mean and refer to the entry monument at the entrance to LAYTON PARK ESTATES.
- 1.10 Landscape Buffer Easements shall mean and refer to the strip of land along the Layton Parkway Road and wrapping around onto 1700 West, described with particularity on Exhibit 'B' attached hereto and incorporated herein by this reference.
- 1.11 Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and shall be shown on the Plats of Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes, and structure constructed or located on the Lot.
- 1.12 Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in the lieu thereof.
- 1.13 Majority shall mean and refer to those eligible persons or votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- 1.14 Map shall mean and refer to the Record of Survey Map.
- 1.15 Member shall mean and refer to each Lot Owner who, by virtue of his acceptance of a deed or other document of conveyance to a Lot, is a member of the Association, unless the context clearly requires otherwise.
- 1.16 Owner shall mean and refer to a Lot Owner.
- 1.17 Project shall mean and refer to LAYTON PARK ESTATES.
- 1.18 Project Documents shall mean and refer jointly and severally to this Declaration, By-Laws, Record of Survey Map, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.
- 1.19 Property shall mean and refer to the Land, real estate, or real property which is submitted to this Declaration.
- 1.20 Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder. The Map will show the location of the Lots, Landscape Buffer Easement, Entry Monument, and other Common Elements.

Recorder's note: This document
has been recorded as received.

**STACIA
JAMESON**

- 1.21 **Street of Streets** shall mean and refer to the roads with LAYTON PARKE ESTATES, which are or will be dedicated to Layton City.
- 1.22 **Survey Map** shall mean and refer to the Record of Survey Map.
- 1.23 **Tract** shall mean and refer to the real property subject to the protective covenants of this Declaration.

Article 2: Submittals

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit 'A' attached hereto and incorporated herein by this reference; SUBJECT TO the described easements and rights of way;

TOGETHER WITH all Easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exactions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; any easement for each and every Common Element improvement, equipment, pipes, lines, cables, wires, utility system, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements improvements, equipment, pipes, lines, cables, wires, utility system, and similar facilities.

Article 3: Residential Area Covenants

- 3.1 **Land Use and Building Type.** This is a residential subdivision and all Lots must be used exclusively for residential purposes which includes both the architecture and appearance of the building and the nature of their use. All fences, outbuildings and parking areas are to be maintained as to not detract from the value of the adjacent property owners, all building plans and specifications must be approved by the Declarant in writing. The front exterior elevations of all buildings shall be maintenance free stucco, brick, fiber cement board or rock. Siding, wood or other construction materials are not allowed on the front exterior elevations.

Recorder's note: This document
has been recorded as received.

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~~DEVELOPMENT~~

- 3.2 Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the front building setback line unless similarly approved.
- 3.3 Dwelling Cost, Quality and Size.** No Dwelling shall be permitted on any lot with the finished above ground area, exclusive of open porches and garages, or less than 1500 sq. feet (with 3 car garage) and 1800 sq. feet (with 2 car garage), and not less than 1800 sq. feet (with 3 car garage) and 2100 sq. feet (with 2 car garage) finished living space above ground for a two story. All structures shall have 30% Rock or Brick on front, remainder of home to be stucco or fiber cement to be reviewed for approval and acceptance of the Architectural Control Committee. No vinyl siding will be permitted. All roofs shall have a minimum of 5/12 pitch roof, unless reviewed and approved, the construction materials for each home and or detached building shall be of quality or equal to or superior to FHA or VA requirements. Concrete walls, steel framed buildings, log homes and other non-conventional type building systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the Architectural Control Committee. No swamp cooler or window mount heaters are allowed. With unanimous approval of Architectural Control Committee, exceptions can be made to section 1-3.
- 3.4 Location of Dwelling.** The Declarant shall determine the location of a home upon a lot, which must be within the buildable area designated on the Map.
- 3.5 Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record Plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 3.6 Prohibited Activities.** No noxious or offensive activity shall be carried on in, on or about any lot. Nothing shall be done or omitted on a lot or the Common Elements, which may be or may become an annoyance or nuisance to the neighborhood, the following acts or activities shall be deemed to constitute a nuisance:
- a. The development of any unsanitary, unhealthy, unseemly, or unbecoming condition on, in or about a lot or the Common Elements, including Landscaping Buffer Easements;

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- b. The storage of any item, property or thing that will cause any lot or the Common Elements to appear to be in an unightly, unclear, unhealthy, or untidy condition or that will be noxious to the senses;
 - c. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any lot emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort or serenity of the other residents at the Project;
 - d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order; and
 - e. The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees.
 - f. The drying of clothes or storage of any articles which are unightly (in the sole opinion of the Declarant and the Association) will not be permitted unless in enclosed area designed for such purpose.
- 3.7 Temporary Structures. No structure of a temporary character; trailer, basement tent, shack, garage, barn or other out-buildings shall be used on an lot at any time as a residence either temporarily or permanently. No mobile homes, Prefabricated homes, or homes built off the Property are permitted.
- 3.8 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than 2' x 2' square feet advertising the prop " For Sale" or "For Rent", except signs used by the Declarant to advertise the property during the construction and sales period may be as large as deemed appropriate by the Declarant.
- 3.9 Pets, Animals, Livestock and Poultry. No pets, animals, livestock or poultry or any kind shall be bred in, on or about the project. Up to two (2) domestic pets per unit are allowed; provided however pets must be properly licensed and registered (of required) with the appropriate governmental agencies owners may be required to pay a pet deposit to the Board or Trustees obtain certificate if registration from the Association and abide by all local ordinances and pet rules and regulations adopted from time to time. Pets may not create a nuisance, the

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following acts may constitute a nuisance: (a) causing damage to the property of any homeowner or other the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining, or making other disturbing noises in an excessive continuous or untimely fashion; (f) molesting or harassing passerby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother annoy or disturb other reasonable residence or interfering with their right to peaceful and quiet enjoyment of their property; or (i) number of pets maintained create an offensive or dangerous condition to the health, welfare for safety of other residents. Pets in the common element area must be in a cage or on a leash under the control of responsible person. Per Layton City ordinance.

- 3.10 Garbage and Refuse Disposal. No lots shall be used for maintained as a dumping ground for rubbish, trash, rereviews garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of rubbish, trash, refuse, garbage, waste, litter, weeds, mud and dirt and other similar items by the lot owner, or builder.
- 3.11 Unsuitable Materials and Objects. No unsightly materials, items, objects or things that impair the aesthetics or value or use or utility of the project hard to be stored on any lot view of the general public.
- 3.12 Sight Distance and Intersections. No fences, wall, Fega or shrub planting which obstructs sightlines in elevation between two (2') and six (6') inches above the roadway shall be placed or permitted to remain on any corner lot within the triangular area form for the street property lines and a line connecting them at points thirty (30') feet from the intersection of the street lines, or in the case of a rounded property corners, from the intersection of the street property lines extended. This same site line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent direction of such sight lines. Subject to Layton City ordinance.
- 3.13 Oil and mining operations. No oil in operation, oil refining, quarrying or mining operations of any kind shall or permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No Derrick or other structure design for use for boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 3.14 Slopes and Drainage Control. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of the water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously

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by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3.15 Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one half (3.5) feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6) feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one half (3.5) feet. Fencing shall be vinyl, iron, or composite.

3.16 Parking and storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:

- A. No damaged (in excess of \$1,000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain in any lot or adjacent street for more than forty-eight (48) hours.
- B. No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked in the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while loading or unloading (no more than forty-eight (48) hours or more than one (1) time during and seven (7) day period or engaged in transportation.
- C. No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks other than three (3) quarter ton capacity boats and watercraft, campers not on a truck bed, motorhomes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot.
- D. No motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or in a red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any lot, driveway, street, or other transportation device.
- E. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.
- F. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
- G. Open yard space shall remain unoccupied and unobstructed by buildings, vehicles, and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever.
- H. Any violations of Layton City ordinances are expressly prohibited.

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- 3.17 Pool, Spa, Game Courts and Betting Cages. Pools, spas, game courts and betting cages shall be located so as to avoid unreasonably impacting adjacent properties with noise, light or sound. Pool heaters and pumps must be screened from view from the street.
- 3.18 Unsanitary Work, Hobbies or Unkempt Conditions. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsanitary, or unkempt conditions, shall not be pursued or undertaken on any part of the project.
- 3.19 Business Use. No commercial trade or business may be conducted in or from any lot unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the Lot; (b) the business activity conforms to all zoning requirements for the project; (c) the business activity doesn't involve persons coming onto the project who do not reside in the project and doesn't constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the project, as may be determined in the sole discretion of the Declarant and/or Association.
- 3.20 Insurance. Nothing shall be done or kept in, on or about and lot or the Common Elements, which may result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.
- 3.21 Laws. Nothing shall be done or kept in, on or about any lot or the Common Elements, or any part thereof, which would be violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- 3.22 Damage or Waste. No damage to or waste of the Common Elements shall be committed by and Lot Owner, his family members, friends, guests, visitors or invitees. Each Lot Owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss resulting from any such members, guest, visitors or invitees; provided, however, that any invitee, guest or visitor of the Declarant shall not under any circumstance be deemed to be an invitee of any other owner.
- 3.23 Maintenance. The Lots and Common Elements, including without limitation, the Landscaping Buffer Easements and Entry Monument, shall be maintained in a usable, clean, functional, aesthetic, attractive and good condition.
- 3.24 Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of the landscaping on his Lot. The Association is responsible for the landscaping and maintenance of the Common Elements, including without limitation, the Landscaping Buffer Easements and Entry Monument. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by the Declarant and in accordance with community standards, as determined by the Association. The Board of Trustees may establish specific guidelines and restrictions on landscaping from time to time. All landscaping shall be maintained in an

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aesthetic, clean, tasteful, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replanted. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot or the Common Elements, or to detract from the uniform design and appearance of the project.

- 3.25 Default in Fulfillment of Landscaping Obligation. If any lot owner fails to fulfill his landscaping obligations, including without limitation the Common Elements and fails to cure the default within thirty (30) days after written notice the Board of Trustees shall have the right but not the duty, without further notice or warning to perform the maintenance and the cost thereof shall constitute the Individual Assessment of the Lot Owner.
- 3.26 Storage of Commercial Equipment. No lot shall be used or maintained as a storage area for commercial equipment of any kind of use in a trade or business except as permitted by county codes for a residential area and then it should be stored out of the general view.
- 3.27 Subdivision of Lots. No Lot Owner shall at any time be permitted to subdivide or attempt to subdivide his Lot.

Article 4 Architectural Control Committee

- 4.1 Membership. The Architectural Control Committee (the "ACC") shall consist of the Declarant, so long as it shall own any of the Lots in the subdivision. Thereafter the Board of Trustees or its designed shall constitute the ACC. No member of the ACC shall be entitled to any compensation for services provided.
- 4.2 Procedure. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the request shall be deemed to have been fully complied with.

Article 5 Association Rights & Responsibilities

- 5.1 Right of Entry Whenever sanitary sewer connections, water connections, electricity, gas, telephone or drainage facilities are installed within the subject property, the owners of any Lot or Lots served by said and hereby granted an easement to the full extent necessary therefore, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections so and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without the express written authorization of the Lot Owner.

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- 5.2 **Maintenance Costs.** The cost of maintenance of the Common Elements shall be shared equally between all Lot Owners.
- 5.3 **By-Laws of Property Owners Association.** The procedure for the administration and management of the Association and the subject property shall be governed by the following Bylaws attached hereto as Landscape Buffer Assessment areas and incorporated herein by this reference.
- 5.4 **Payment of Common Expenses.** In addition, each Lot Owner hereby agrees to pay to the Board of Trustees promptly his portion of all Common Expenses, including but limited to, the cost of maintaining, repairing, and replacing the entryway, the operation of all machinery and equipment related thereto, and all other related expense, debts, obligations, and liabilities incurred by the Association hereunder.
- a. **Purpose of Assessments.** The Assessments provided for herein shall be used for the general purpose of operating the project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners.
- b. **Budget.** Before the annual meeting of the Association each year, the Board of Trustees shall prepare a budget which shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1. The budget shall be based upon advanced estimates of each requirement by the Board of Trustees to provide the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include but are not limited to expenses of management, grounds maintenance and repair of the entryway, for all insurance which the Board of Trustees is required or permitted to maintain, wages for employees, legal and accounting fees, any deficit remains from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the Owner's under and by reason of this Declaration.
- c. **Approval of Budget and Assessments.** The proposed budget and the assessments shall become effective unless disapproved at the annual meeting by a vote of at least a majority of the members of the association. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and assessments or the Board of Trustees fails for any reason to establish the budget and Common Elements assessments for the succeeding year, then and until such time as a new budget and assessment schedule shall have been established, the budget and the Common Elements Assessments in effect for the then current year shall continue for the succeeding year.
- d. **Method of Payment.** The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid.

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on the interest of the lot owner in the property, and upon the recording of a notice of lien upon the lot owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

- 8.12 Late Fees and Default Interest. Any assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty Five and No/100 Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of One and one half percent (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.
- 8.13 Remedies. If any Assessments remain unpaid, the Board of Trustees may elect to institute a lawsuit to obtain a judgment or foreclose the lien, or both.
- 8.14 Duty to Pay Independent. The duty to pay Assessments is independent of the duty of the Association to maintain the Common Elements.
- 8.15 Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owners Interest therein by the Board of Trustees. The sale or foreclosure shall be conducted in the same manner as foreclosures on deeds of trust or mortgage or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's assessments and a reasonable rental for the lot during the pendency of the foreclosure action. The Board of Trustees in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage, or convey the same. If the Board of Trustees elects to foreclose the lien in the same manner as foreclosures on deeds of trust, then the owner by accepting a deed to the lot or otherwise accepting conveyance of an interest in the property, hereby irrevocably appoints the attorney of the Association (provided he is a member of the Utah State Bar) as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23(1983), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.
- 8.16 Indemnity. The Association and each lot owner, by acceptance of a deed to a lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon an officer or member of the Board in connection with any action suit, or other proceeding (including settlement of any suit, or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been an officer of the Association or Member of the said Board. The officers and members of the Board of Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers of the Association and Members of said Board shall have no personal liability with respect to any contract or other commitment made by them, in good

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faith, on behalf of said association (except to the extent that such officers or Members of said Board may also be members of said Association), and said Association shall indemnify and forever hold each such officer and member of said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the said Board, or former officer or Member of the said Board, may be entitled.

Article 6. Insurance

- 6.1 **Insurance.** The Association shall if reasonably available purchase and maintain adequate property insurance, public liability insurance, directors and officers insurance, and a fidelity bond.
- 6.2 **Deductible.** The party responsible for the loss covered by the claim shall pay for the deductible on a claim made against the property insurance policy of the Association. If multiple parties are responsible then each shall pay his proportionate share and if no party or parties are clearly responsible, then said Association shall pay the deductible.
- 6.3 **Individual Insurance.** Each owner and resident shall purchase and maintain adequate liability and property insurance on his lot dwelling unit, personal property and contents; provided however, no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association.
- 6.4 **Priority of Coverage.** In the event of duplicate coverage of a claim or loss the owner's insurance shall be primary and the insurance of the Association shall be secondary.

Article 7. Duration, Enforcement and Amendment

- 7.1 **Duration of Restrictions.** These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right, title or interest in or to the property by, through or under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.
- 7.2 **Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.

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BY-LAWS

The administration of LAYTON PARKE ESTATES (THE "PROPERTY") AND THE LAYTON PARKE ESTATES Homeowners Association. (THE "association") shall be governed by these By-laws.

1. Application of By-laws.

All present and future unit owners, mortgages, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these By-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration and these By-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Board of Trustees.

a). The Administration of the property on behalf of the Association shall be conducted by a Board of Trustees of three (3) to nine (9) natural individuals. Declaration and these By-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

b). Until all of the lots in the subdivision have been sold, the Declarant shall appoint all of the members of the Board of Trustees. At each annual meeting of the Association thereafter, the unit owners shall elect the members of the Board of Trustees for the forthcoming year. At least thirty (30) days prior to any annual meeting of the Association, the Board of Trustees shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then Board of Trustees) who shall recommend to owners present at the annual meeting one nominee for each position on the Board of Trustees to be filled at that particular annual meeting. Nominations for positions on the Board of Trustees may also be made by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating his willingness to serve as a member of the Board of Trustees, if elected. Members of the Board of Trustees shall be required to be unit owners, and must be natural individuals and residents of the State of Utah.

c). Member of the Board of Trustees shall serve for a term to two (2) years. The terms of no more than three (3) members will end each year. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation removal. Any member of the Board or Trustees who fails to attend three (3)

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consecutive Board of Trustees meetings or fails to attend at least 25% of the Board of Trustees meetings held during any calendar year shall forfeit his membership on the Board of Trustees.

d). Any member of the Board of Trustees may resign at any time by giving written notice to the president of the Association, or the remaining Board of Trustees members. Any member of the Board of Trustees may be removed from membership on the Board of Trustees by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

e). The members of the Board of Trustees shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, that any member of the Board of Trustees may be employed by the Association in another capacity and receive compensation for such employment.

f). The Board of Trustees, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the property. The Board of Trustees shall have the powers, duties and responsibilities with respect to the property as contained in the act, the Declaration and these Bylaws.

g). The meetings of the Board of Trustees shall be held at such places within the State of Utah as the Board of Trustees shall determine. A majority of the members of the Board of Trustees shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees. The Board of Trustees shall annually elect all of the officers of the association. The meeting for the election of the officers shall be held at the first meeting of the Board of Trustees immediately following the annual meeting of the Association.

h). Special meetings of the Board of Trustees may be called by the president or by any two (2) Board of Trustees members.

i). Regular meetings of the Board of Trustees may be held without call or notice. The person or persons calling a special meeting of the Board of Trustees shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

j). Any member of the Board of Trustees may, at any time, waive notice of any meeting of the Board of Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at a meeting shall constitute a waiver of notice of such meeting except if a Board of Trustees member attends

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the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Trustees are present at any meeting of the Board of Trustees, no notice shall be required, and any business may be transacted at such meeting.

k). The fiscal year shall be determined by the Board of Trustees.

l). Because service on the Board of Trustees is voluntary and in the interest of being sensitive to time and commitments, it is proposed that the committee may hold meetings via telephone, so long as all members have no difficulty hearing each other. Members of the Board of Trustees or any subcommittees designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee by means of conference telephone or other similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

m). All Board of Trustees meetings shall be open to all voting members, but attendees other than members of the Board of trustees may not participate in any discussion or deliberation unless a majority of a quorum requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

n). Any action to be taken at the meeting of the Board of Trustees or any action that be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or places within the common areas within three (3) days after the written consent of all of the members of the Board of Trustees have been obtained.

o). The Board of Trustees, with approval of a majority of a quorum, adjourn a meeting and reconvene an executive session to discuss a meeting and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3. Meetings of the Association.

a). The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene, and any number of unit owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any

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meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy and who are voting.

b). Unless otherwise determined by the Board of Trustees, the annual meeting of the Association shall be held on the first Thursday of June at the property or at such other reasonable date, time and place (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Trustees delivered to the unit owners not less than fifteen (15) days prior to the unit owners; (a) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal with the estimated allocation thereof to each unit owner; and (b) a statement of the common expenses itemizing the receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the unit owners who were not present at the annual meeting.

c). Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meeting shall be called by written notice, signed by a majority of the Board of Trustees, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

d). Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the declaration or these bylaws.

4. Officers.

a). All officers and employees of the Association shall serve at the will of the Board of Trustees. The officers shall be a president, secretary and treasurer. The Board of Trustees may appoint such other assistant officers, as the Board of Trustees may deem necessary. No officer shall be required to be a unit owner by the president must be a member of the Board of Trustees. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Trustees and may be removed and replaced by the Board of Trustees.

b). The president shall be the chief executive of the Board of Trustees and shall preside at all meetings of the unit owners and of the Board of Trustees and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts that the Board of Trustees may require.

Recorder's note: This document
has been recorded as received.

~~3399851~~
ENCLOSURE

c). The secretary shall keep minutes of all proceedings of the Board of Trustees and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Trustees. In the absence or inability of the president the secretary shall perform the functions of the president.

d). The treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

6. Litigation.

a). If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the unit owners or against the Board of Trustees, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners. The plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.

b). Complaints brought against the Association, the Board of Trustees or the officers, employees or agents thereof in their respective capacities as such or the property as a whole, shall be directed to the Board of Trustees, which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Trustees and the unit owners and the mortgagees shall have no right to participate other than through the Board of Trustees in such defense. Complaints against one or more, but less than all unit owners shall be directed to such unit owners who shall promptly give written notice thereof to the Board of Trustees and to the mortgagees affecting such units and shall be defended by such unit owners.

7. Abatement and Enforcement of Violations by Unit Owners.

The violation of any house rules or administrative rules or regulations adopted by the Board of Trustees or the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Board of Trustees the right in addition to any other rights set forth in these Bylaws:

a). To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Trustees shall not thereby be deemed guilty in any manner of trespass; or

b). To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7. Accounting.

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has been recorded as received.

~~OFFICE~~
~~20092007 PG 2037~~

a). The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

b). At the close of each fiscal year the books and records of the Board of Trustees shall be audited by a certified public accountant approved by the Association.

c). The books and accounts of the Association shall be available for inspection at the office of the Association by any unit owner or his authorized representative during regular business hours.

8. Special Committees.

The Board of Trustees by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Trustees. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The members of such special committee or committees designated shall be appointed by the Board of Trustees or the president. The Board of Trustees or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

9. Amendment of Bylaws.

These Bylaws may be amended by a majority affirmative vote of the Association at a meeting duly called for such purposes. Any material amendment to these Bylaws must be approved in writing by all mortgagees as defined in the Declaration. Upon such an affirmative vote, the Board of Trustees shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the unit owners and mortgagees where necessary and the amendment shall be effective upon recording.

10. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

11. Captions.

The captions herein are inserted only as a matter of convenience and for the reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

12. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of which they are a part.

13. Conflicts.

Recorder's note: This document
has been recorded as received.

3399851
BK 7801 PG 2039

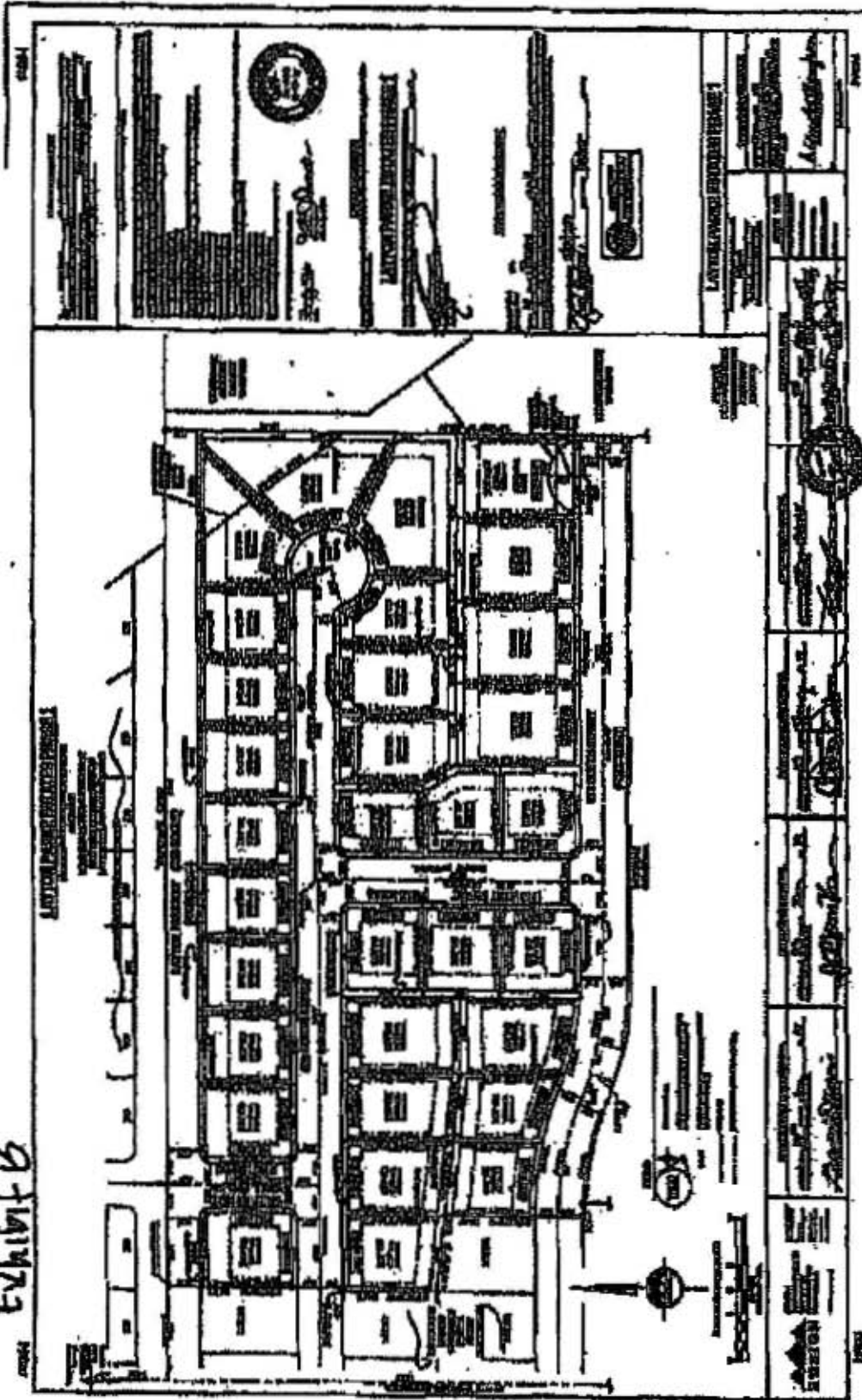
~~3399851~~
BK 7801 PG 2039

EXHIBIT "A"

All of Lots 101-153, Layton Park Estates Phase 1, Mayton City, Davis County, Utah, according to the official plat thereof on record with the Davis County Recorders Office.

**Recorder's note: This document
has been recorded as received.**

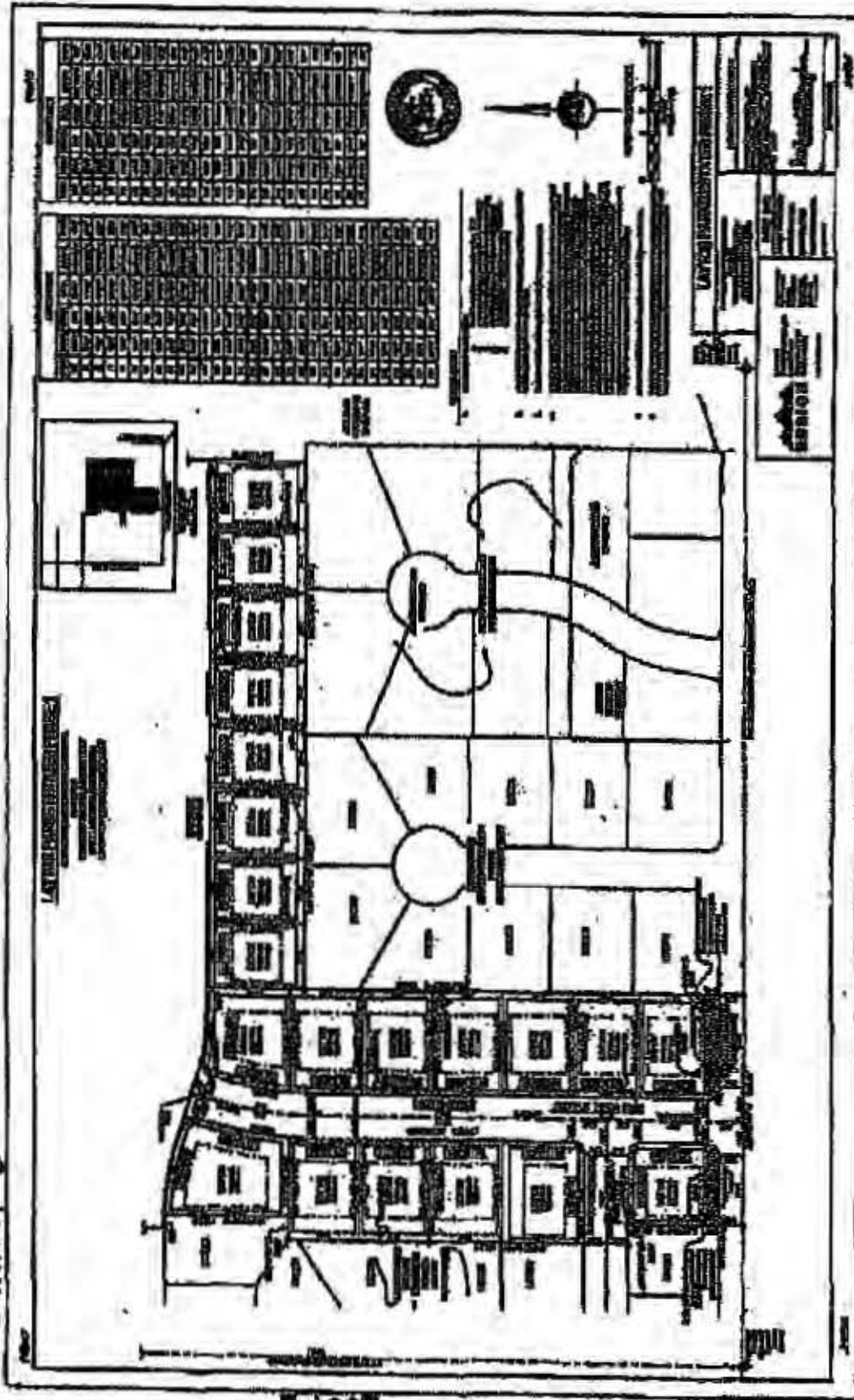
Exhibit B



6084-1

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has been recorded as received.

EXHIBIT B



1084-2

2143302
BK 7200 PG 637

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has been recorded as received.

~~3399851~~
~~BK 7801 PG 2042~~

E 3179802 B 7328 P 1847
RICHARD T. MUSHAN
DAVIS COUNTY, UTAH RECORDER
08/14/2019 05:29 PM
FEE \$40.00 Page 1
DEP RTT REC'D FOR LAYTON CITY

WHEN RECORDED MAIL TO:
LAYTON PARKE ESTATES
45 EAST 200 NORTH SUITE 101
LOGAN, UT 84321

FIRST AMENDMENT TO *D*
DECLARATION OF PROTECTIVE COVENANTS
LAYTON PARKE ESTATES
Phase 1 1st Amendment

THIS AMENDMENT ("Amendment"), made on the 7th day of August 2019, amending that certain Declaration of Protective Covenants for Layton Parke Estates, in Davis County, Utah, recorded on February 14, 2019, as Entry No. 3143362, in Book 7200, at Page 613-637, (the "Declaration").

NOW THEREFORE, Exhibit "A" of the above mentioned "Declaration", is amended to include the following:

All of lot 154, Layton Parke Estates Phase 1, Layton City, Davis County, Utah according to the official plat thereof on record with the Davis County Recorder's Office.

11-848-0154

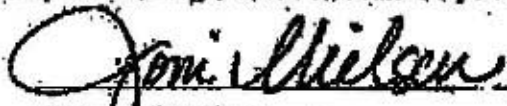
IN WITNESS WHEREOF, the undersigned have executed the first amendment this 7th day of August 2019.

Castle Creek Homes, LLC



STATE OF UTAH)
COUNTY OF Weber)

On the 13 day of August, 2019, personally appeared before me Mike Schultz, who by me being duly sworn, did say that they are equal partners of LAYTON PARKE ESTATES, a Utah corporation, and that the within and foregoing instrument was signed behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said Mike Schultz, duly acknowledged to me that said Corporation executed the same.



NOTARY PUBLIC
Residing At:
Commission Expires:



Recorder's note: This document has been recorded as received.

E 3284917 B 7680 B 1903-1904
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/21/2020 12:39:00 PM
FEE \$40.80 Pgs: 2
DEP eCASH REC'D FOR INWEST TITLE SERVICE

When Recorded Mail to:

Husky Homes, LLC

PO Box 907

Centerville, Utah 84014

**Second Amendment to Declaration to Protective Covenants
Layton Parke Estates Phase 1 – Second Amended**

THIS AMENDMENT ("Amendment"), made on this 20th day of July 2020, amending that certain Declaration of Protective Covenants for Layton Parke Estates, in Davis County Utah, Recorded on February 14, 2019, as Entry no. 3143362, in Book 7200, at Pages 613-637, (the "Declaration").

NOW THEREFORE, Exhibit "A" of the above mentioned "Declaration", is amended to INCLUDE the following:

~~XXXXXXXXXX~~ 11-844-0111
~~XXXXXXXXXX~~ 11-844-0112

Layton Parke Estates Phase 1 – Second Amended Boundary Description

Beginning at the Northeast Corner of Layton Parke Estates Phase 1, said point being South 0°11'01" West 1320.25 feet along the section line to the center line of Layton Parkway and North 89°57'21" East 1884.24 feet along the center line of Layton Parkway from the West Quarter Corner of Section 30, Township 4 North, Range 8 West, Salt Lake Base and Meridian, and running;

Thence North 89°57'21" East 24.50 feet;

Thence South 0°12'50" West 381.01 feet;

Thence South 89°57'21" West 207.60 feet to and along the south line to the Southeast Corner of Lot 113, Layton Parke Estates – Phase 1;

Thence North 0°02'39" West 114.78 feet along the east line to the Northeast Corner of Lot 113, Layton Parke Estates Phase 1;

Thence northeasterly 128.70 feet along the arc of a 50.00 foot radius curve to the left, (center bears North 10°04'09" East and long chord bears North 26°19'46" East 96.00 feet, with a central angle of 147°28'47") along the right of way line of 800 South Street to the Southeast Corner of Lot 110, Layton Parke Estates Phase 1;

Thence North 42°35'22" East 187.87 feet along the southeasterly line to the Northeast Corner of Lot 110, Layton Parke Estates Phase 1, said point also being on the south line of Layton Parkway;

Thence North 89°57'21" East 14.71 feet along the south line of Layton Parkway;

Thence North 0°12'50" East 42.00 feet to the point of beginning.

Contains 52,600 square feet, 1.208 acres, 2 lot.

IN WITNESS WHEREOF, the undersigned have executed the 2nd Amendment this 20th day of July 2020.

Layton Parke Estates Home Owners Association

By: Leslie Harris

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. INWEST TITLE SERVICES, INC. hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

STATE OF UTAH
COUNTY OF WEBER

On the 20 day of July, 2020, personally appeared before me, Leslie Harris, who by me being duly sworn, did say that they are equal partners of LAYTON PARKE ESTATES, a Utah corporation and that the within and foregoing Instrument was signed in behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said Leslie Harris duly acknowledged to me that said Corporation executed the same.

Joni Nielsen

NOTARY PUBLIC

Residing at:

Commission Expires:

