

WHEN RECORDED MAIL TO:
BRIARWOOD HOLLOW, LLC
377 WEST PRIMROSE CT
FARMINGTON, UT 844025

E 2401637 B 4646 P 1027-1038
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/29/2008 2:42:00 PM
FEE \$49.00 Pgs: 12
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

AMENDED
**DECLARATION OF PROTECTIVE COVENTANTS, AGREEMENTS,
RESTRICTIONS AND COMMONS AFFECTING THE REAL PROPERTY
KNOWN AS BRIARWOOD HOLLOW.**

TO WHOM IT MAY CONCERN:

09-345-0001, 0002,
0003, 0004, 0011, 0012,
0013, 0014, 0015, 0016, 0018,
0019, 0020,
0022, 0023,
0025, 0029
+ 0030

WHEREAS BRIARWOOD HOLLOW, LLC (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, Utah.

See Exhibit "A"
For Legal Description

WHEREAS, it is the desire and intention of the Developer to sell the lots (collectively, the "lots" or, individually, a "lot") described above, and to subject the Lots in the subdivision (the "Subdivision") and the future owners of these Lots, as such general plan of improvement is set forth in this Declaration of Protective Covenants, Agreements, Restrictions, and Conditions Affecting the Real Property known as Briarwood Hollow (the "Declaration")

NOW, THEREFORE, the Developer hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants and conditions, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above described Lots or any part hereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two stories in height and an attached garage for not fewer than two cars nor more than four cars; provided however, that the "Architectural Control Committee" (as such term is hereinafter defined) may permit one or more of the Lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other Lots described above.
2. ARCHITECTURAL AND DESIGN 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 Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing

structures, and as to location with respect to topography and finished grade elevation.

Each Lot shall be used for private residence purposes only, except as hereinafter set forth, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was commenced, unless approved by the Architectural Control Committee. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

All of the front facing exterior wall surface of a dwelling or outbuilding shall consist of brick, rock, stucco, vinyl, or a combination of such materials. All roofs in the subdivision shall be of Architectural Grade Asphalt shingles or better. All roofs shall have a pitch of 6-12 or greater (rise over run shall be 6-12 or greater). All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, and like or similar items are to be painted to match the color of the roof or the trim of the applicable dwelling or outbuilding.

The front exterior must consist of a minimum of 50% brick, rock, or cultured rock. The sides of the building must consist of stucco and/ or a combination of brick, rock, cultured rock, and stucco. Only the rear of the home may be vinyl.

3. **DWELLING QUALITY AND SIZE.** The following minimum finished square footage living area requirements shall apply. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1,300 square feet.

Two Story Dwellings: The combined area of the two Stories above curb level shall not be less than 1,500 square feet.

Split Level Dwellings: The combined area of the ground level and the adjoining levels, qualifying as Stories as herein defined shall not be less than 1,350 square feet.

Split Entry Dwellings: The combined area of the two levels shall not be less than 2,600 square feet; the lower level must qualify as a story as herein defined, and the minimum area of the upper level shall not be less than 1,400 square feet.

4. **FENCES:** Fences should be kept to a minimum to encourage the use of natural habitat and aesthetics. Any fence constructed on any Lot shall be as approved by the Architectural Control Committee, in advance and in writing, and in conformity with the following guidelines.

Material: Fences or walls shall be of wood, brick, wrought iron, plastic vinyl, or stone. No fence or wall shall be constructed of wire mesh, slump block (painted or unpainted), or concrete block, unless first approved by the Architectural Control Committee, which approval may be withheld by the Architectural Control Committee for any reason, at its sole and absolute discretion.

Height: Fences, walls, or hedges shall not exceed six (6) feet in height.

Location: Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered, or permitted to remain on any Lot closer to the front street than the front of the residential structure on such Lot, except that where such hedge, fence, or wall is located along the boundary line between two adjoining Lots, such hedge, fence, or wall shall not be closer to the front street than the front of whichever residential structure on the two adjoining Lots is nearer to the street.

5. **SET BACK LINES:** All set back lines, side yards, and back yards shall be in accordance with Clearfield ordinances.
6. **HEIGHT RESTRICTIONS:** No dwelling shall exceed thirty-two (32) feet in height, nor shall any dwelling be less than twelve (12) feet in height. No accessory building shall exceed fifteen (15) feet in height, nor shall any accessory building be less than six (6) feet in height.
7. **EASEMENTS:** Easements for drainage, landscaping, maintenance, and/or installation and maintenance of utilities are reserved on front and back Lot lines and on the same side Lot lines as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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.
8. **DRAINAGE.** No Lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a Lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side of rear property line or any Lot shall contain "weep holes" or shall be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

10. **USE OF OTHER STRUCTURES AS RESIDENCE.** No trailer, basement, tent, shack, garage, barn, or other outbuilding or any structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.
11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets may be kept, provided that : (i) they are not kept, bred, or maintained for any commercial purposes, and (ii) they do not become an annoyance or nuisance to the neighborhood.
13. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as dumping ground for trash, garbage, rubbish, or other waste. Trash, garbage, rubbish, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.
14. **EXCAVATING AND COMPLETEING IMPROVEMENTS.** No excavating shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavating or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within reasonable time.
15. **ROOFTOP ANTENNAS.** No television, ham radio, citizen band, radio antenna, or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any dwelling or elsewhere if exposed to the view from any other Lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.
16. **OFF-SITE IMPROVEMENTS.** Before taking title to or possession of any Lot, the purchaser thereof shall inspect the completed off-site improvements. Except for deficiencies or defects specified by such purchaser to the Developer before ownership is taken, such a purchaser hereby releases the Developer from further obligations or responsibility as to the installation, repair, and maintenance of the off-site improvements. If the off-site improvements are not complete at the time ownership is taken, the Developer will, upon completion of the uncompleted off-site improvements, give written notice of completion to the applicable purchaser and, unless such purchaser notifies the Developer of any deficiencies within seven(7) days after the date of receipt of the notice or completion, the off-site improvements shall be deemed acceptable to such purchaser and the Developer will be released from any further obligations or responsibilities as to the installation, repair and maintenance of the previously incomplete off-site improvements.

17. **CONDITION OF ACCEPTANCE.** Upon the transfer of title to a Lot from the Developer to a purchaser such purchaser shall accept such Lot in its then "AS IS" condition. Consequently, prior to closing the purchase of a Lot, the applicable purchaser shall be solely responsible for resolving any and all questions and concerns relating to, and performing any all inspections relating to the following matters:
1. Sewer
 2. Water
 3. Secondary Water
 4. Gas
 5. Electric
 6. Telephone
 7. Land Drains
 8. Curb and Gutter
 9. Sidewalks
 10. Grading
 11. Others and applicable.
18. **LANDSCAPING.** Simultaneous with the construction of a dwelling upon a Lot as provided herein, and in any even no later than one (1) year subsequent to occupancy. , the owener thereof shall landscape all fron and side yards in a manner reasonably acceptable to the Architectural Control Committee. The Architectural Control Committee shall have authority to specify and limit the type and placement of tress and other foliage to preclude and minimize the creation of obstructions to damage systems. All trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the Lot owner's expense upon request of the Architectural Control Committee.
19. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee (the "Architectural Control Committee") shall consist of three (3) members who are originally to be elected by the Developer. Unless and until changed by written notice to the Lot owners from the Developer or the Architectural Control Committee, any communications to the Architectural Control Committee shall be addressed as follows:

Architectural Control Committee
Briarwood Hollow
377 West Primrose Ct.
Farmington, UT 84025

Upon failure of the Developer to fill any vacancies in the Architectural Control Committee, the remaining member of the committee may do so by a majority vote of their number. The Developer may, at its sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the Lots, except that the committee shall always have one (1) member selected by the Developer of the Developer desires. A majority of the committee may designate a representative to act for

it. Neither the members of the committee nor their designated representative falls to approve or disapprove plans and specifications with thirty (30) days after plans and specifications have submitted to it, or in any event, if not suit to enjoin the construction has been commence before completion, approval shall not be required and related covenants shall be deemed to have been fully complied with. As of the date of this Declaration, the Architectural Control Committee shall be composed of, Marvin Murri, Tamara Murri, and Malvin Bell.

- 20. REPAIR OF BUILDINGS AND IMPROVEMENTS. No building or improvements upon any lot shall be permitted to fall into disrepair, and each such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the then owner thereof.
- 21. HOMEOWNERS ASSOCIATION. The Developer shall establish a Homeowners Association (the "homeowners association") by filing Articles of Incorporation with the state of Utah. The Developer will also provide an initial set of By-Laws for the Homeowners Association, which shall be binding upon all persons who are from time to time Lot owners. All persons who are, from time to time, Lot owners, shall be members of such Homeowners Association, having all rights, remedies, duties, and responsibilities as are set forth in the By-Laws.
- 22. TERM OF RESTRICTIONS. These restrictions are to run with the land permanently, except that they be changed, cancelled, or added to in while to in part by a duly recorded instrument signed by the then owners of record of a majority of the Lots.
- 23. SEVERABILITY. Invalidation of anyone of these covenants by judgment or court order shall in no provisions, which shall remain in full force and effect.

THIS DECLARATION is made this 28 day of April, 2005

BRIARWOOD HOLLOW, LLC

By: Marvin Murri
Marvin Murri, President

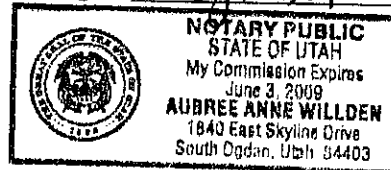
STATE OF UTAH)
COUNTY OF DAVIS)

On the 3rd day of November, 2005, personally appeared before me, Marvin Murri, President of Briarwood Hollow, LLC, who being by me duly sworn did say that said instrument was signed by him in behalf of said limited liability company by authority of its Operating Agreement, and said limited liability company executed the same.

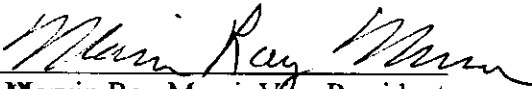
My commission expires:

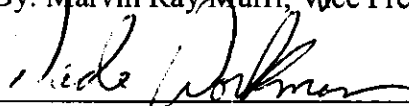
4/2/2009

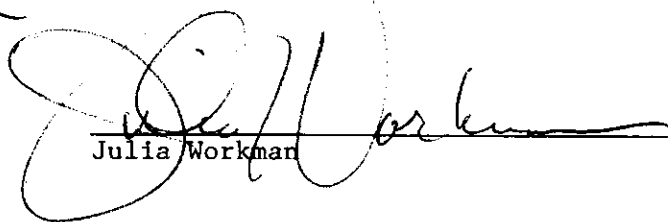
Aubree Anne Willden
NOTARY PUBLIC
Residing at: So Ogden, UT



Murri Construction Inc.


By: Marvin Ray Murri, Vice President


Wade Workman


Julia Workman

Michael P. Berglund

Colby Bond

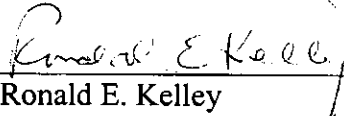
Wayne D. Bond

Rhea L. Bond

Brooke C. Bulkeley

Barbara Sterns

Sarah M. Cameron


Ronald E. Kelley


Kumok Kelley

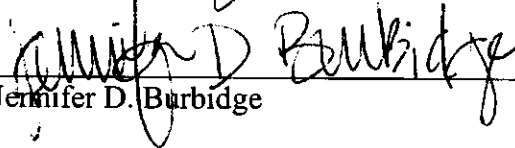
Brax K. Tomney

Alison Tomney

Jeff Dimond


Richard M. Zundel


Anthon N. Burbidge

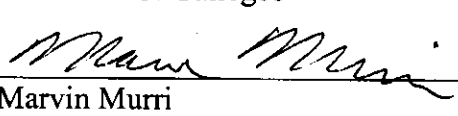

Jennifer D. Burbidge

Thayne Dibble

Lisa Dibble

Theodore C. Gallegos

Debra K. Gallegos


Marvin Murri

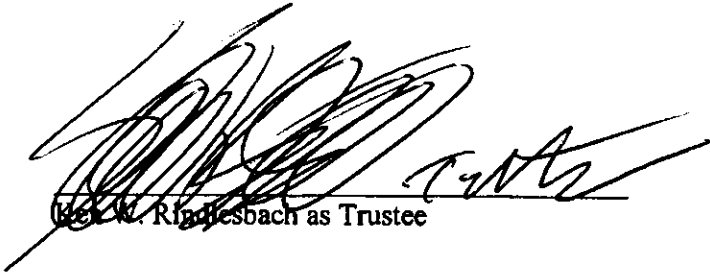
Raymond Hanson

Joyce M. Hanson

James Lee Murphy

Sandra J. Murphy AKA Sandra A. Murphy

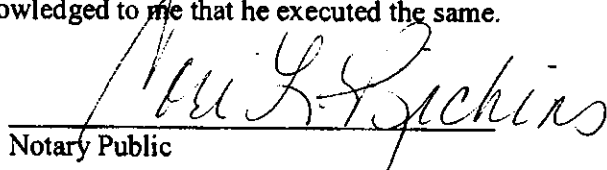
Dan Hart

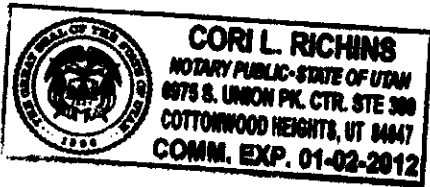

Ken W. Rindlesbach as Trustee

State of Utah

County Davis

On the 16th day of January, 2008 personally appeared before me Ken W. Rindlesbach as trustee of the Ken W. Rindlesbach Pension and Profit Sharing Plan, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

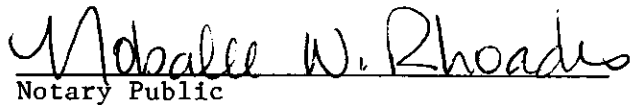

Notary Public

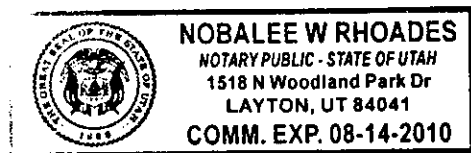


State of Utah

County of Davis

On the 28th day of October, 2008, personally appeared before me Wade Workman and Julia Workman, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.


Notary Public



State of Utah

County of Davis

On the _____ day of _____, 2007, personally appeared before me Colby Bond, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public

State of Utah

County of Davis

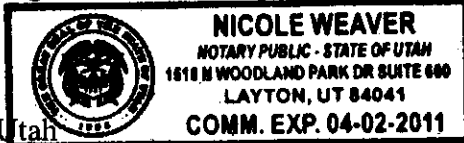
On the _____ day of _____, 2007, personally appeared before me Sarah M. Cameron, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

Notary Public

State of Utah

County of Davis

On the 19th day of February, 2008, personally appeared before me Ronald E. Kelley ~~and Kumele Kelley~~, the signer of the foregoing instrument who duly acknowledged to me that they executed the same.



Nicole Weaver

Notary Public

State of Utah

County of Davis

On the _____ day of _____, 2007, personally appeared before me Brax K. Tomney and Alison Tomney, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Notary Public

State of Utah

County of Davis

On the _____ day of _____, 2007, personally appeared before me Jeff Dimond, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public

State of Utah

County of Davis

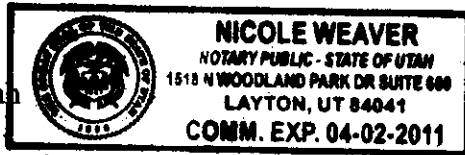
On the _____ day of _____, 2007, personally appeared before me Richard M. Zundel, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public

State of Utah

County of Davis

On the 11th day of December, 2007, personally appeared before me Anthon Burbidge and Jennifer D. Burbidge, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Nicole Weaver

Notary Public

State of Utah

County of Davis

On the _____ day of _____, 2007, personally appeared before me Thayne Dibble and Lisa Dibble, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Notary Public

State of Utah

County of Davis

On the 28th day of November, 2007 personally appeared before me Marvin Ray Murri, who being duly sworn, did say that he is the member of Briarwood Hollow, LLC, a Limited Liability company, and that said instrument was signed in behalf of said company by authority of its by-laws, and said person acknowledged to me that said company executed the same.

Witness my hand and official seal.



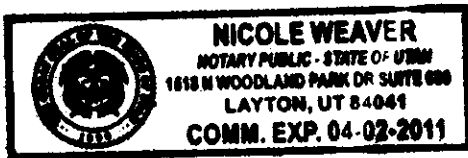
Nicole Weaver
Notary Public

State of Utah

County of Davis

On the 28th day of November, 2007 personally appeared before me Marvin Ray Murri, who being duly sworn, did say that he is the Vice President of Murri Construction Inc., a Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said person acknowledged to me that said corporation executed the same.

Witness my hand and official seal.



Nicole Weaver
Notary Public

Exhibit "A"

Lots 1, 2,³4, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22, 23, 25, 29, and 30, Briarwood Hollow Subdivision according to the official plat thereof as recorded in the Office of the Davis County Recorder.

09-345-0001, 0002,⁰⁰⁰³0004, 0011, 0012, 0013, 0014, 0015, 0016, 0018, 0019, 0020, 0022, 0023, 0025, 0029, and 0030.