

When Recorded Return To:

Twin Hollow, LLC
315 Aspen Drive
Mapleton, UT 84664
Attention: Andy Ball

ENT 159574:2021 PG 1 of 5
Andrea Allen
Utah County Recorder
2021 Sep 14 04:47 PM FEE 40.00 BY SW
RECORDED FOR Utah First Title Insurance Agency
ELECTRONICALLY RECORDED

COURTESY RECORDING

SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR TWIN HOLLOW

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR TWIN HOLLOW (this “**Supplemental Declaration**”) is made as of September 14, 2021, by Twin Hollow, LLC, a Utah limited liability company (“**Declarant**”), with reference to the following:

A. On April 19, 2021, Declarant caused to be recorded as Entry No. 73266:2021 in the Office of the Recorder of Utah County, Utah (the “**Official Records**”), that certain Declaration of Conditions, Covenants and Restrictions for Twin Hollow (the “**Original Declaration**”) pertaining to a residential subdivision known as Twin Hollow.

B. The Original Declaration provides that Declarant shall have the right and option, from time to time at any time, to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a supplemental declaration and amendment, which shall be effective upon recording the supplemental declaration and amendment in the Official Records.

C. Pursuant to Section 26 of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”), to the Original Declaration.

D. Declarant is the owner of the Subject Property.

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this Supplemental Declaration. The defined term “Property” in the Original Declaration is hereby amended to add thereto and include therein as part of the “Property” the Subject Property described on Exhibit “A” attached hereto:

2. Subject Property Subjected to the Original Declaration. The Subject Property is hereby subjected to the Original Declaration and shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as the Original Declaration may have been supplemented and amended prior to the date of this Supplemental Declaration, which provisions

are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof.

3. Amendment to Section 1(r). Section 1(r) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(r) **Landscaping.** Front and side yard landscaping must be completed within one (1) year of an occupancy permit being granted by Mapleton City. Rear yard landscaping must be completed within two (2) years of an occupancy permit being granted by Mapleton City. One 90-day extension for both the front/side yard landscaping and for the rear yard landscaping may be granted due to weather-related delays experienced by an Owner. Twin Hollow is an upscale development of custom homes, set within a beautiful natural environment. In order to preserve and enhance the beauty and ongoing value of Twin Hollow, a professional landscape design will be required for each Lot. Prior to the commencement of any landscaping installation on a Lot, the Owner of such Lot must submit to and obtain the Committee's written approval of all proposed landscaping plans ("**Landscaping Plans**"). The overall concept, layout and selection of materials in the Landscaping Plans must be reflective of, and appropriate for, the architecture of the home constructed on each Lot and the setting. The Landscaping Plans must be prepared by a professional licensed landscape architect, showing in sufficient detail the proposed landscaping to be completed. The Landscaping Plans should specify at least 2.5-inch caliper trees and 5-gallon bushes or shrubs, unless otherwise approved by the Committee. The Committee reserves the right to ensure compliance with the approved Landscaping Plan. Landscaping of the park strip in front of each Lot must be provided by each Owner and must include grass, mechanical sprinkling system tied to the Owner's sprinkling system for the rest of the Lot, and shade trees planted approximately every 40 feet. Exceptions to the 40-foot spacing of the shade trees on the park strip may be approved by the Committee, due to driveway placement or other factors in the sole discretion of the Committee. Unless otherwise authorized and approved by the Committee, the trees selected by an Owner to be planted within the park strip in front of such Owner's Lot must be one of the following: (i) Acer Platanoides (Norway Maple), (ii) Tilia Americana Redmond (Redmond Linden), (iii) Quercus Rubra (Northern Red Oak), (iv) Quercus Macrocarpa (Burr Oak), or (v) Zelkova Serrata Village Green (Village Green Zelkova). All trees planted in the park strip must be a minimum of 2.5" caliper in size and "Grade A" in quality. Installation must follow professional guidelines. The Owner of each Lot shall be responsible for the ongoing health and maintenance of the trees planted in the park strip in front of such Owner's Lot.

4. Amendment to Section 4(a). Section 4(a) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(a) The affirmative vote of a majority of the Committee members will govern its actions and be the act of the Committee. The members of the Committee appointed by Declarant will not be subject to Committee review/approval. The Committee may accept or reject at their sole but reasonable discretion:

(i) Preliminary Plans;

- (ii) Working Drawings;
- (iii) Final Plans;
- (iv) The general contractor selected by each Lot Owner for the initial construction of the dwelling on such Owner's Lot;
- (v) Landscaping Plans; and
- (vi) Planning problems or complaints by Owners.

5. Binding Effect. The provisions of the Original Declaration, as supplemented and amended by this Supplemental Declaration, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof. Except as amended by the provisions of this Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect. The Original Declaration, as supplemented and amended by this Supplemental Declaration, shall collectively be referred to as the "Declaration."

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the day first above written.

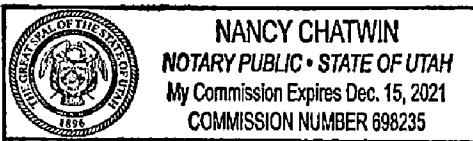
DECLARANT:

TWIN HOLLOW, LLC,
a Utah limited liability company

By: *Michael W. Klauck*
 Print Name: Michael W. Klauck
 Title: Member

STATE OF UTAH)
 : ss.
 COUNTY OF UTAH)

The foregoing instrument was acknowledged to me this 14 day of September, 2021, by Michael W. Klauck, in his capacity as the Member of Twin Hollow, LLC, a Utah limited liability company.



Nancy Chatwin
 NOTARY PUBLIC

EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
TWIN HOLLOW

Legal Description of the Subject Property

The Subject Property consists of that certain real property located in Utah County, Utah more particularly described as follows:

Twin Hollow Plat E Legal Description

Beginning at a point which is North 89°31'23" East along the Section line 682.99 feet from the Southwest Corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°28'36" West 149.06 feet; thence North 29°11'58" West 406.67 feet; thence North 51°20'23" West 177.85 feet; thence North 78°05'51" West 236.44 feet; thence North 29°50'32" West 159.86 feet; thence North 11°41'17" East 296.20 feet to the southerly right of way line of Twin Hollow Drive; thence along the southerly and westerly right of way lines of said Twin Hollow Drive the following seven (7) courses: (1) along the arc of a 314.00 foot radius curve to the left 67.79 feet through a central angle of 12°22'11", the chord bears South 84°25'27" East 67.66 feet; (2) North 89°23'28" East 482.64 feet; (3) along the arc of a 156.00 foot radius curve to the right 177.97 feet through a central angle of 65°21'50", the chord bears South 57°55'37" East 168.47 feet; (4) along the arc of a 541.00 foot radius curve to the right 214.11 feet through a central angle of 22°40'33", the chord bears South 13°54'26" East 212.72 feet; (5) along the arc of a 419.00 foot radius curve to the left 336.35 feet through a central angle of 45°59'38", the chord bears South 25°03'11" East 327.39 feet; (6) along the arc of a 186.00 foot radius curve to the right 167.35 feet through a central angle of 51°33'05", the chord bears South 22°16'28" East 161.76 feet; (7) thence along an arc 334.52 feet to the left, having a radius of 749.00 feet, the chord bears S 9°17'37" E 331.75 feet to a point of curvature, thence along an arc 33.60 feet to the left, having a radius of 22.00 feet, the chord bears N 65°50'37" W 30.43 feet; thence S 70°24'06" W 24.30 feet to a point of curvature; thence along an arc 103.25 feet to the right, having a radius of 149.00 feet, the chord bears N 89°44'51" W 101.19 feet; thence S 19°57'46" W 25.79 feet; thence S 89°31'23" W along the section line 247.31 feet to the POINT OF BEGINNING.

Area = 14.198 acres (618,448 sq. ft.)

Less and excepting from the above-described parcel of real property the following Lots within Twin Hollow, Plat E, which Plat has been recorded in the Office of the Recorder of Utah County, Utah, and which Lots do not belong to the

Declarant as of the date this Supplemental Declaration is recorded in the Office of the Recorder of Utah County, Utah:

Lots 34, 35, 41 and 46 of Twin Hollow, Plat E

Twin Hollow Plat F Legal Description

Beginning at the Southeast Corner of Section 22, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South $89^{\circ}18'11''$ West along the section line 634.89 feet to the easterly right of way of Mapleton lateral canal; thence along said right of way the following seven (7) calls: 1) North $2^{\circ}37'00''$ East 30.10 feet; 2) along an arc 206.96 feet to the right, having a radius of 523.14 feet, the chord bears North $13^{\circ}57'00''$ East 205.61 feet; 3) North $25^{\circ}17'00''$ East 110.00 feet; 4) along an arc 130.61 feet to the left, having a radius of 766.23 feet, the chord bears North $20^{\circ}24'00''$ East 130.45 feet; 5) North $15^{\circ}31'00''$ East 108.35 feet; 6) along an arc 79.10 feet to the right, having a radius of 188.84 feet, the chord bears North $27^{\circ}31'00''$ East 78.52 feet; 7) North $39^{\circ}31'02''$ East 46.54 feet; thence S $45^{\circ}57'33''$ E 99.80 feet to a point on the right of way line of Timberline Avenue. Thence along said right of way the following two (2) calls: 1) along an arc 98.94 feet to the right, having a radius of 186.00 feet, the chord bears N $50^{\circ}41'12''$ E 97.78 feet, 2) N $65^{\circ}55'32''$ E 12.51 feet, to a point of curvature; thence along an arc 32.40 feet to the right, having a radius of 22.00 feet, the chord bears S $71^{\circ}53'04''$ E 29.55 feet to a point on Mapleton Estates Drive right of way the following five (5) calls: 1) along an arc 245.10 feet to the left, having a radius of 352.00 feet, the chord bears S $49^{\circ}38'31''$ E 240.18 feet; 2) S $69^{\circ}35'24''$ E 25.72 feet; to a point of curvature; 3) along an arc 407.31 feet to the right, having a radius of 580.00 feet, the chord bears S $49^{\circ}28'18''$ E 398.99 feet; 4) S $29^{\circ}21'11''$ E 153.12 feet; 5) along an arc 101.98 feet to the left, having a radius of 380.00 feet, the chord bears S $37^{\circ}02'28''$ E 101.67 feet, thence S $89^{\circ}31'23''$ W along the section line 437.04 feet to the POINT OF BEGINNING.

Area = 10.353 acres (450,968 sq. ft.)