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Declaration of Covenants, **D**
Conditions and Restrictions
For the Cottages at Chapel Park
Layton City, Davis County, Utah

11-062-0027, 0028

11-683-0101 thru 0108

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

For The Cottages at Chapel Park
Layton City, Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT CHAPEL PARK (Referred to below as "Subdivision") is made and executed on April 12, 2011, by Colonial Builders Group, LLC, a Utah limited liability company, referred to below as "Declarant".

RECITALS:

(A) Declarant is the Owner of the following described real property (the "Property") located in Davis County, Utah:

All of Lots 1 through 8, The Cottages at Chapel Park, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

(B) Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-88-101, et seq., as amended from time to time. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration, all of which are created for the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and maintain the aesthetic appeal of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The Covenants, Conditions and Restrictions are intended to, and shall in all cases run with the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Property. The Covenants, Conditions and Restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, the Homeowners Association, or by any Owner of a Lot within the subdivision on the Property. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the

circumstances affecting Lots to be constructed after the initial phase, shall be recorded against the Undeveloped Land, or any portion thereof, to create subsequent phases of the Subdivision.

DECLARANT HEREBY DECLARES that the "Detention Basin", containing approximately 12,945 square feet and more particularly described in Exhibit "A" attached hereto, will serve as a detention basin for this phase and for subsequent phases of The Cottages at Chapel Park, which will be located within the Undeveloped Land.

Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements, including development of the Detention Basin; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes or model homes within the Subdivision; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

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

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 through 57-8a-211.

(B) "Additional Property" shall mean all property to be included in future phases of the Subdivision, including the proposed The Cottages at Chapel Park, Phase 2.

(C) "Architectural Committee" shall mean the committee created under Article III of this Declaration.

(D) "Association" shall mean save THE COTTAGES AT CHAPEL PARK HOMEOWNERS ASSOCIATION, whether Incorporated or not, and as the context requires, the officers and directors of that Association.

(E) "City" shall mean Layton City, Utah and its appropriate departments, officials and boards.

(F) "Common Areas" shall mean all property, including the Detention Basin, owned or designated on the recorded plat as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all of the easements appurtenant thereto.

(G) "Declarant" shall mean and refer to Colonial Builders Group, LLC S, a Utah limited liability company, and to its assigns.

(H) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions through supplemental declarations. The Subdivision Plats for THE COTTAGES AT CHAPEL PARK and future phases of THE COTTAGES AT CHAPEL PARK (which Declarant intends, but is not obligated, to record in the future), and the easements and other matters shown on any such Plats, are also incorporated into this Declaration by reference.

(I) "Dwelling" shall mean the single family residence built or to be built on any Lots, including the attached garage.

(J) "Family" shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than four people not so related living together as a unit who maintain a common household.

(K) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(L) "Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

(M) "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a Deed of Trust or mortgagee under a mortgage.

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

(O) "Plat" shall mean an official ownership plat of The Cottages at Chapel Park, including all subsequent phases of The Cottages at Chapel Park when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

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

(Q) "Subdivision" shall mean all phases of The Cottages at Chapel Park and all Lots, and other property within the Subdivision as shown on the Plat(s) covering the Property.

(R) "Subdivision Improvements" shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat thereof.

(S) "Trustees" shall mean the duly elected and acting Board of Trustees of THE COTTAGES AT CHAPEL PARK HOMEOWNERS ASSOCIATION, whether incorporated or not.

(T) "Undeveloped Land" shall, at any point in time, mean all of the land more particularly described in Exhibit "B" attached hereto and made a part hereof. Declarant's determination as to when any of the land described in Exhibit "B" ceases to be Undeveloped Land shall be conclusive.

ARTICLE II

RESTRICTIONS ON ALL LOTS

2.0 The following restrictions on use apply to all Lots within the Subdivision:

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

2.3 Licensed General Contractor. Unless the Architectural Committee gives a written waiver of approval to an Owner, no building shall be erected, altered or placed on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

2.4 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

2.5 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to City ordinance.

2.6 Restriction on Signs. The Subdivision may be identified by permanent signs to be installed by Declarant, at Declarant's discretion. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of any Lot may be installed without the advance consent of the Architectural Committee.

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

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

2.9 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within fenced confines on the premises of the owner. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

2.10 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

2.11 Maintenance of Property. All lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

2.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

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

2.14 Automobiles and RV's. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the front or side street of the lots unless they are in running condition, properly licensed and are being regularly used. Automobiles parked on a street must be moved at least every 48 hours.

2.15 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or parking of construction equipment; open storage or parking of boats, campers, camper shells, or trailers which are unusable, in poor condition or unsightly; trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

2.16 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

2.17 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

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

2.19 No Fuel Storage. No fuel oil, gasoline, propane (except one propane tank that is part of an outdoor gas barbecue grill), or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such

containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

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

2.21 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot, shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

2.22 No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the subdivision.

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

ARTICLE III

ARCHITECTURAL COMMITTEE

3.0 It is the intention and purpose of these covenants, conditions and restrictions to impose architectural standards on the improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.1 Architectural Committee Created. The Architectural Committee will consist of three members, at least two of whom shall be members of the Board of Trustees of the Homeowners Association. The initial committee will consist of three people appointment by the Declarant, who do not need to be Owners. At the time that all Lots (including Lots in the Additional Property) have been built on, all of the members of the Architectural Committee will be elected by the Owners; however, the Architectural Committee may wish to retain a qualified planning or architectural professional to handle the day to day work of the committee.

3.2 Approval by Committee Required. No Improvements of any kind will be made on any Lot without the prior written approval of the Architectural Committee. Approval of the Committee will be sought in the following manner:

(A) Plans Submitted. Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the Committee for review. In the case of an addition or modification of an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(C) Review. Within 30 days from receipt of a complete submission, the committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The committee will review preliminary plans, and make its comments known to the Owner provided; however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee will sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(D) Failure to Act. If the committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the committee's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the Architectural Committee that if the plans are not either approved or disapproved, as submitted, within 15 days from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the committee fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by this Declaration.

3.3 Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot; provided, however, that any variance granted pursuant to this Section 3.3 is consistent with the intent of this Declaration. The Architectural Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

3.4 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive and well designed community.

3.5 Declarant, Trustees and Committee not Liable. The Declarant, the Trustees, and the Committee and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. The Owners' shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this

Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Committee has acted improperly.

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

ARTICLE IV

ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

4.0 All improvements on any Lot are subject to the provisions of this Declaration and are subject to the following restrictions:

4.1 Number of Dwellings. Only one Dwelling may be constructed on any Lot.

4.2 Attached Garage. All Dwellings shall have an attached garage for at least two cars.

4.3 Out Buildings. No storage building, out building, or habitable structure may be permitted on any Lot.

4.4 Construction Completion. When construction has started on any residence or other structure, work thereon must be completed within nine months, weather permitting.

4.5 Windows. All windows must be of at least double pane. No mirrored or reflective glass may be used.

4.6 Antennas. All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots or streets. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

4.7 No Used or Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No prefabricated housing may be installed or maintained on any Lot.

4.8 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written approval of the Architectural Committee is first obtained.

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

4.10 Finished Lot Grading. Lot owners and builders are responsible to complete the final grading of the entire lot so that the finish grading complies with City ordinance, lender requirements and proper water control.

4.11 All Dwelling Construction is Subject to Prior Approval by the Architectural Committee. Prior to construction all dwelling plans must be reviewed and approved by the Architectural Committee (see Architectural Guidelines attached to these Covenants) and all dwelling construction must meet Architectural restrictions and architectural guidelines and the other requirements of these Covenants.

ARTICLE V

HOMEOWNERS ASSOCIATION

5.0 To effectively enforce these Covenants, the Declarant has created an unincorporated association called THE COTTAGES AT CHAPEL PARK HOMEOWNERS ASSOCIATION. The Association shall be comprised of the Owners of Lots within all phases of the Cottages at Chapel Park, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

5.1 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in the name of the Association, the power to retain professional services needed to the enforcement of these Covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these Covenants. In the event that the Trustees of the Association initiate legal action against a specific lot owner or owners to enforce these covenants, and the Association prevails in a court of law, then the Trustees of the Association shall have the right to assess the costs of such litigation against the lot or lots in question. The Trustees of the Association may file a "Notice of Lien" against such lot or lots with the amount involved to carry interest at the current statutory rate for judgments unpaid paid. The Trustees are

further authorized to take whatever reasonable action is necessary to obtain payment including, but not limited to, foreclosure of the lien. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual right of Lot Owners to personally enforce these Covenants in their own name. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

5.2 Maintenance of Yard and Common Areas by the Association. The Association shall (i) maintain the front yard areas (excluding driveways) and the side yard areas adjacent to a dedicated street of all lots in the Subdivision and (ii) maintain and operate the Detention Basin and any other Common Areas shown on the Plat or acquired by the Association. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

5.3 Assessments. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. All assessments will be equal on all Lots, whether vacant or improved. Assessments will be made annually to meet the anticipated and recurring costs, expenses and other expenditures of the Association including, but not limited to, the costs of litigation, maintenance, acquisition, repair and replacement of capital facilities, liability insurance, any water for irrigation of areas within the control of the Association, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, the costs of complying with and enforcing rights under these covenants, and working capital, capital improvements and contingency reserves. Notice of the assessment and the proposed amount of the annual assessment will be given in advance along with the notice of the annual meeting of the Association, provided that the amount of the proposed assessment may be increased or decreased at the meeting in which it is approved by the Owners. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of a majority of a quorum of the Owners in attendance in person or by proxy at a meeting called for that purpose.

5.4 Assessments Constitute Lien, Mortgagee Protection. Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien under the procedures available for the foreclosure of mortgages in the State of Utah when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied. Alternatively, if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the office of the County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or trust deed. Notwithstanding the lien rights of the Association, the obligation to any assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot (in the event of a sale)

without any obligation to first take recourse against the Lot and Improvements to which the lien has attached. No Mortgagee or Beneficiary under the Trust Deed who takes title by foreclosure or non-judicial sale, or accepts in deed in lieu of foreclosure or nonjudicial sale, shall be held liable for the unpaid assessment of the Owner whose Lot was acquired by the Mortgagee or Beneficiary under a Trust Deed.

5.5 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts now shown on the statement. The Association may charge a transfer fee for providing such statements and for changing its records to reflect the name of the new Owner. Those individuals selling Lots and those individuals buying Lots subject to these Covenants agree to share that cost equally.

5.6 Indemnity of Association Trustees and Officers. The Association will indemnify the officers, agents and trustees of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

5.7 Election. The elections for members of the Board of Trustees, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

5.8 Notice of Election, Notice of Meeting. Notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address (which may be determined from the most recent property tax assessment if no other address is known). Notice will be mailed not less than 21 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if the Owners of 51% of Lots are present. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board of Trustees will give notice of any meetings, and will chair meetings of the Owners.

5.9 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called by the Board of Trustees or by 10% of the Lot owners in the Subdivision. No business may be conducted at a special meeting without a full quorum of the Owners of 51% of the Lots being

present in person or by written proxy.

5.10 Number of Trustees, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be three numbers of the Board of Trustees, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Trustees is named, whether by appointment by the Declarant or by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Trustees may serve consecutive terms, and may also serve as officers of the Association.

5.11 Independent Accountant. The Homeowners Association may retain the services of an independent accountant to assist the Board of Trustees and Officers to maintain accurate financial records of the Association.

ARTICLE VI

OWNERS' MAINTENANCE OBLIGATIONS

6.0 It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision.

6.1 Duty to Maintain. The Owner of each Lot shall maintain his Lot, including the side and rear yards and driveway to each such Lot, and the improvements on the lot in a good state of repair and in an attractive, safe and healthy condition.

6.2 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

6.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, improvements or remodeling, whether

structural or changes in landscaping, paint color or materials will be made without the advance consent of the Committee.

6.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE VII

ANNEXATION

7.0 Additional phases of THE COTTAGES AT CHAPEL PARK may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

7.1 Annexation by Declarant. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands initially constituting the Undeveloped Land. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Davis County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Lots and which portions are within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the Property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property.

7.2 Limitation on Annexation. Declarant's right to annex land to the Property shall be subject to the following limitations:

(a) The annexed land must be part of the land which is Undeveloped Land as of the date of this Declaration.

(b) Declarant's right to annex land to the Property shall expire ten (10) years after this Declaration was first filed for record in the office of the county recorder of Davis County, Utah.

7.3 Annexation by the Association. Notwithstanding the limitations on annexation set forth in Section 7.2, the Association may annex land to the Property by satisfying the requirements set forth in Section 7.1 of this Article and by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 2/3 of the Owners. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or prevent, any annexation performed by Declarant pursuant to Section 7.1 of this Article so long as such annexation satisfies the limitations set forth in Section 7.1 of this Article.

7.4 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

ARTICLE VIII

GENERAL PROVISIONS

8.0 The Covenants, Conditions and Restrictions contained in this Declaration may be enforced as follows:

8.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

A. Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.

B. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the

abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.

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

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

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

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

8.4 Amendment. At any time while this Declaration is in effect, the Owners of 55% of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 55% of the Owners at the time of the amendment and the consent of the Declarant so long as Declarant owns a Lot or land to be subdivided into Phase 2 of the Cottages at Chapel Park. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision shall be effective without the written consent of the Declarant.

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

8.6 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

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

8.8 Mortgage Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

COLONIAL BUILDERS GROUP, LLC
A Utah limited liability company

by: [Signature]
its: Managing Member

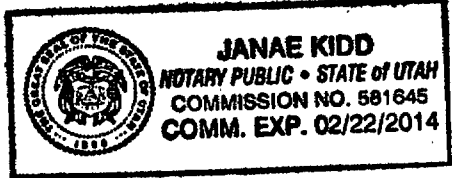
STATE OF UTAH)
 : ss
COUNTY OF)

On this 12th day of April, 2011, personally appeared before me Brad Frost, who being by me duly sworn, did say that he is a Managing Member of COLONIAL BUILDERS GROUP, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority and said member duly acknowledged to me that said Limited Liability Company executed the same.

[Signature]
Notary Public

Residing at:

My Commission Expires:





April 18, 2011

**THE COTTAGES AT CHAPEL PARK, PHASE 1
UTILITY, DRAINAGE EASEMENT
(TO BE DEDICATED TO LAYTON CITY)**

PART OF THE NORTHEAST QUARTER OF SECTION 28, T.4N., R.1W., S.L.B. & M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES S89°29'50"W, 498.32 FEET AND S00°30'10"E, 795.76 FROM THE NORTHEAST CORNER OF SECTION 28; RUNNING THENCE S17°28'48"E, 39.37 FEET; THENCE S64°40'00"W, 335.25 FEET; THENCE S45°51'24"W, 90.84 FEET; THENCE S25°20'00"E, 16.75 FEET TO A POINT ON A CURVE WITH A RADIUS OF 229.00 FEET AND A CENTRAL ANGLE OF 15°11'37"; THENCE ALONG SAID CURVE TO THE RIGHT 60.73 FEET (CHORD BEARS S50°04'12"W, 60.55 FEET); THENCE S57°40'00"W, 26.12 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 82°41'50"; THENCE ALONG SAID CURVE TO THE LEFT 28.87 FEET (CHORD BEARS S16°19'05"W, 26.43 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WHITESIDES STREET; THENCE N25°01'50"W ALONG SAID RIGHT-OF-WAY LINE, 56.38 FEET; THENCE N45°22'45"E, 202.37 FEET; THENCE N64°40'00"E, 337.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,433 SQ. FT.

**THE COTTAGES AT CHAPEL PARK, PHASE 1
DRAINAGE & DETENTION BASIN EASEMENT
(TO BE DEDICATED TO THE H.O.A.)**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WIDESIDES STREET, SAID POINT LIES S89°29'50"W, 904.35 FEET AND S00°30'10"E, 1177.91 FROM THE NORTHEAST CORNER OF SECTION 28; RUNNING THENCE N25°01'50"W ALONG SAID EASTERLY RIGHT-OF-WAY, 53.09 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 82°41'50"; THENCE ALONG SAID CURVE TO THE RIGHT 28.87 FEET (CHORD BEARS N16°19'05"E, 26.43 FEET); THENCE N57°40'00"E, 26.12 FEET TO THE BEGINNING OF A CURVE WITH A RADIUS 229.00 FEET AND A CENTRAL ANGLE OF 15°11'37"; THENCE ALONG SAID CURVE TO LEFT 60.73 FEET (CHORD BEARS N50°04'12"E, 60.55 FEET); THENCE S25°20'00"E, 90.09 FEET TO THE NORTHERLY LINE OF THE ROMAN CATHOLIC BISHOP OF SLC PROPERTY; THENCE S64°00'05"W ALONG SAID LINE 102.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,892 SQ. FT.

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EXHIBIT "B"

(Insert Legal Description of Undeveloped Land)



**LEGAL DESCRIPTION FOR
THE COTTAGES AT CHAPEL PARK-PHASE 1 & 2**

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF CHAPEL STREET, SAID POINT BEING S89°29'50"W 306.90 FEET AND S00°30'10"E 558.44 FEET FROM THE NORTHEAST CORNER OF SECTION 28; THENCE S25°20'00"E 302.00 FEET; THENCE S64°00'05"W 802.41 FEET TO THE EAST RIGHT OF WAY LINE OF WHITESIDES STREET; THENCE N25°01'50"W ALONG SAID EAST RIGHT OF WAY LINE 206.67 FEET; THENCE N64°18'22"E 91.27 FEET; THENCE N25°20'00"W 103.34 FEET; THENCE N64°18'38"E 118.21 FEET; THENCE N64°40'00"E 591.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 236253 SQUARE FEET AND 5.42 ACRES

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