

When Recorded Return To:  
Rosing Davidson Frost  
136 Heber Ave, Suite 205  
Park City, Utah 84060

14077953 B: 11404 P: 2198 Total Pages: 42  
03/03/2023 10:49 AM By: CSeiman Fees: \$62.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To CRAIG FRANEK  
3385 PEER HOLLOW CIRSANDY, UT 84092



**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
DEER HOLLOW ROAD MAINTENANCE ASSOCIATION**

This Declaration of Covenants, Conditions, and Restrictions for Deer Hollow Road Maintenance Association (the “**Declaration**”) is executed by the undersigned owners (the “**Member Owners**”) on September 9th, 2022.

**RECITALS**

A. Whereas the Member Owners are the owners of that certain real property located in Sandy City, Salt Lake County, Utah more particularly described in Exhibit A hereto (the “**Member Parcels**”).

**B. Whereas the Member Owners desire to provide for the maintenance, repair, and improvement, including snow removal, of certain private roads used to access the Member Parcels.**

C. Whereas the Member Owners deem it necessary and desirable to subject the Member Parcels to the covenants, conditions, and restrictions set forth in this Declaration.

NOW, THEREFORE, for the reasons recited above, the Member Owners hereby covenant, agree, and declare that the Member Parcels shall be subject to the following covenants, conditions, and restrictions:

**ARTICLE I  
DEFINITIONS**

The following definitions shall apply to this Declaration:

1.1. “**Act**” means and refers to the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*

1.2. “**Association**” means and refers to the Deer Hollow Road Maintenance Association, a Utah nonprofit corporation.

- 1.3. “**Articles**” means and refers to the Articles of Incorporation for the Association.
- 1.4. “**Assessment**” means and refers to any monetary charge imposed or levied on a Lot or an Owner by the Association as provided for in this Declaration, including any special assessment levied against a particular Lot or Owner.
- 1.5. “**Board**” means and refers to the Board of Directors of the Association.
- 1.6. “**Bylaws**” means and refers to the Bylaws of the Deer Hollow Road Maintenance Association, attached hereto as Exhibit D as the same may be amended from time to time.
- 1.7. “**City**” means and refers to Sandy City, Utah.
- 1.8. “**Common Areas**” means and refers to the Roadways, including any common improvements (entry monuments, gates, signage) that may be installed upon the Roadways or in connection with the use of the Roadways.
- 1.9. “**Common Expense**” means and refers to the actual and estimated costs for: (a) maintenance, management, operation, repair, and replacement of the Common Areas; (b) management and administration of the Association; (c) insurance and bonds required or allowed by this Declaration or Utah law; (d) the establishment of reserves; (e) other miscellaneous charges incurred by the Association as provided for or allowed by the Act or the Governing Documents; and (f) any other expenses of the Association arising from the operation of the Association and not otherwise defined or precluded by the Governing Documents or applicable law.
- 1.10. “**Eligible Parcels**” means and refers to those parcels of land described in Exhibit A hereto which are accessed by the Roadways and which are eligible to be part of the Association, regardless of whether or not the Owner of that parcel has agreed to become part of the Association. Eligible Parcels shall also include Parcel number 28-14-428-011 (the “City Parcel”), currently owned by the City, but only if the City Parcel, or any portion of the City Parcel, comes to be owned by an individual or entity other than the City.
- 1.11. “**Governing Documents**” means and refers to this Declaration, the Articles, the Bylaws, and any other written instrument by which the Association may exercise power, or manage, maintain, or otherwise affect the Common Areas.
- 1.12. “**Lot**” means and refers to an Eligible Parcel the Owner or Owners of which are Members of the Association, including those parcels, lots, or units created by any legal subdivision of such Eligible Parcel.

1.13. “**Member**” means and refers to an Owner or Owners of one or more Eligible Parcels who has joined the Association by signing this Declaration or by following the procedure provided for in this Declaration.

1.14. “**Non-Member Parcel**” means and refers to an Eligible Parcel the owner or owners of which are not a Member of the Association.

1.15. “**Owner**” means and refers to the person or persons who are vested with record title to a Lot and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the County Recorder of Salt Lake County, Utah, but shall not include a trustee under a trust deed or mortgage.

1.16. “**Operational Costs**” means and refers to the costs of operating the Association as an entity, including but not limited to, the cost of insurance, the cost of accounting, legal costs, collection costs, and all other costs that are not Roadway Costs.

1.17. “**Roadway Costs**” means and refers to the cost of maintenance, repair, operation, and pushing snow off of the Roadways.

1.18. “**Roadways**” means and refers to the private roadways used to access the Eligible Parcels, which currently include E Deer Hollow Circle and E Lone Springs Cove.

## **ARTICLE II ASSOCIATION**

2.1. Membership. Membership in the Association shall exclusively consist of the Owners of Eligible Parcels who agree to become part of the Association by signing this Declaration or a Supplement to Declaration. Each such Owner shall be a Member of the Association so long as such Owner has an ownership interest in a Lot, and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If ownership in a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

2.2. Purpose and Rights. The Association is formed only for the purpose of maintaining, repairing, and operating Roadways and for all purposes related to the same. This is limited to maintenance and repair of the Roadways, plowing snow on the Roadways, ensuring access to the Roadways, and actions necessary to effectuate the same. The Association is without authority to restrict Owners’ use of their property in any way, unless such restriction is related to the use, maintenance, repair, or operation of the Roadways.

2.3. Board of Directors. The business, property, and affairs of the Association shall be managed, operated, and maintained by the Board of Directors as agent for the Members. The board of Directors powers expressed herein are nonetheless limited to the purposes expressed in Section 2.2. The Board shall have, and is hereby granted, the following powers:

- (a) The power to enter into contracts for the maintenance, repair, replacement, and improvement of the Common Areas;
- (b) The power to levy and collect Assessments as provided in this Declaration;
- (c) The power to adopt and enforce rules regarding the Common Areas;
- (d) The power to enforce the Governing Documents, including by assessing fines and liens in accordance with the Act;
- (e) The powers, duties, and obligations granted to the Association by this Declaration, the Bylaws, and the Articles;
- (f) The power to purchase insurance;
- (g) The powers and obligations of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as the same may be amended;
- (h) The powers, duties, and obligations of a community association pursuant to the Act; and
- (i) Any additional powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association.

2.4. Bylaws. The composition of the Board, meeting requirements, and voting rights shall be governed by the Bylaws.

2.5. Maintenance. The Association shall be responsible for the maintenance, repair, and replacement of the Common Areas.

2.6. Easements. The Association shall have the power to grant such temporary access or construction easements and public utility easements over, through, and under the Roadways as it deems necessary to carry out its powers and obligations under the Governing Documents.

### **ARTICLE III ASSESSMENTS**

3.1. Obligation for Assessments. Each Member, by becoming a member of the Association, shall be deemed to have covenanted and agreed to pay to the Association all Assessments that the Association is required or permitted to levy or impose on such Member pursuant to this Declaration. This obligation is tied to ownership of a Lot and exists regardless of whether or not a dwelling or other habitable or non-habitable structure has been constructed on the Lot.

3.2. Personal Obligation. Each Member shall be personally liable for all Assessments and other charges levied on such Member or such Member's Lot during the period of such Member's ownership of a Lot. If there is more than one Owner of a Lot, each Owner shall be jointly and severally liable with the other Owners of the Lot for all Assessments and other charges levied on the Lot or any Owner of the Lot. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to the grantee's rights to recover from the grantor the amount of Assessments paid by the grantee.

3.3. Calculation of Assessments. The Board shall assess each Lot its proportional share of the Budget. The Budget shall be made up of the sum of (1) the Roadway Costs and (2) the Operational Costs.

- 3.3.1. Operational Costs: The Operational Costs shall be split equally amongst all of the Lots so that each Lot's assessment includes an equal share of the Operational Costs.
- 3.3.2. The Roadway Costs shall be allocated to each Lot proportionately based on number of lineal feet of each from Wasatch Boulevard to the driveway farthest from Wasatch Boulevard for such Lot, as expressed on the attached Exhibit C. For Lots that do not yet have a driveway constructed on such Lot, lineal feet is measured from Wasatch Boulevard to the farthest edge of each such Lot.
- 3.3.3. Any Lot that does not yet have a structure or driveway constructed on such Lot, as expressed on the attached Exhibit A, shall pay one quarter (1/4) of the amount such Lot's full allocation of the Roadway Costs. This discount is forfeited as of the time construction to build a structure begins on such Lot and the full yearly portion will become due.
- 3.3.4. The Board shall allocate the Roadway Costs among Lots, including the discount of one quarter for Lots that are unconstructed as described in 3.3.3, such the total paid by all of the Lots equals the Roadway Costs.
- 3.3.5. Notwithstanding the foregoing, the Board may request payment from Eligible Parcels that have not joined the Association and use such payment to reduce the Roadway Costs. Any such contribution shall be treated as a deduction to the gross amount of Roadway Costs, which shall result in a recalculation of the allocation of the Roadway Costs as described in 3.3.2, 3.3.3, and 3.3.4. Payment requests to the owners of Non-Member Parcels will reflect the actual costs for maintaining the Roadways, using the allocation of the Roadway Costs as described in 3.3.2, 3.3.3, and 3.3.4.

3.4. Budget. The Board shall present an annual financial report and proposed budget for the Association at the annual meeting of the members. The budget shall become effective upon the vote of a majority of the Members present in person, by telephone, by video conference, or by proxy at the Meeting. If the budget is not approved, the prior year's budget shall be the operative budget, increased by the percentage increase in the consumer price index (for All Urban Consumers) calculated as of the date most immediately prior the meeting when published by the Bureau of Labor Statistics. The Board may present one alternate budget within sixty days of the annual meeting, if the first budget is not approved, at a special meeting of the Members called for the purpose of approving the second proposed budget. Members may disapprove of a proposed budget by a majority vote of the members present in person, by telephone, by video conference, or by proxy at the annual meeting. The annual financial report presented by the Board shall include, but not be limited to, the cash statement, the reserve analysis, and a review of the annual assessments.

3.5. Payment. The Association shall levy as an Assessment upon each Lot a proportional share of the Common Expenses of the Association. Owners shall pay all Assessments levied against their Lot at such periodic intervals as may be required by the Association. Unless and until otherwise determined by the Board, the Association shall invoice quarterly for one quarter of the annual assessment, and all Assessments are due on the first (1<sup>st</sup>) day of the first month for the quarter in which they are due. Payments received after the tenth (10<sup>th</sup>) day of the month in which the Assessment is due are late. A late fee of \$50 or such other amount as may be determined by the Board and set forth in the rules will be assessed if payment in full is not received by the Association by the tenth (10<sup>th</sup>) day of the month in which the Assessments are due. The Association may assess a late fee each month an Assessment remains unpaid. Late payments shall accrue interest at a rate of 18% per annum.

3.6. Assessments of Non-Member Parcels. Non-Member Parcels may be charged an amount based on what such parcel would be charged, were such parcel a Lot, and such Lot was paying only its share of the Roadway Costs.

3.7. Reserve Fund. The Association shall establish a reserve fund for the repair and replacement of the Roadways. The Association shall establish a separate reserve fund for each Roadway. The Association's annual budget shall have a reserve fund line item for each Roadway. If the amount budgeted to meet Common Expenses for a particular year proves to be excessive in light of the actual Common Expenses, the Board may, in its sole discretion, apply the excess to the reserves, credit the excess against future Assessments, or refund the excess to the Owners.

3.8. Special Assessments. Upon the affirmative vote of more than fifty percent of the Association members, the Association is authorized to set and collect special assessments to pay for Common Expenses, payable as may be determined by the Association (i.e., lump sum or installments). Without a vote of the Owner, the Association may levy a special assessment

against a particular Lot or Owner for (a) costs incurred in bringing a Member or Lot into compliance with the provisions of the Association's governing documents; (b) damage caused to any of the Roadways by a Member or Member's guests, licensees, or invitees; (c) fines, late fees, collection charges, and interest; and (d) attorney's fees, costs, and other expenses relating to any of the above.

3.9. Lien. The Association shall have a lien each Lot for any Assessment levied against that Lot and for any fines, late fees, penalties, interest, and attorney's fees and costs of collection imposed against the Owner of such Lot. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. The Member Owners appoint Robert S. Rosing as trustee, who qualifies under Utah Code Ann. § 57-1-21(1)(a)(i). The Member Owners hereby convey and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Robert S. Rosing, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

3.10. Collection Action. The Association may bring an action to recover a delinquent Assessment personally against the Owner obligated to pay the same. Any attorney's fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Lot, and such attorney's fees and court costs will be added to the amount in delinquency.

3.11. No Offsets. All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets shall be permitted for any reason.

3.12. Hardship Waiver. The Board may, in its discretion, waive one or more Assessments of a Lot or Member due to financial hardship.

3.13. Capital Improvements. The Association shall have the power to collect and hold funds from the Members for the purpose of Capital Improvement projects, and then to distribute those funds to pay for Capital Improvement Projects. The Association shall not have independent authority to assess Owners for such Capital Improvement nor to implement such Capital Improvement except as described herein. Rather, the Association may collect and hold funds only when voluntarily turned over to the Association by the Members. If the Association fails to obtain all of the necessary funds within a reasonable period of time, the Association shall return the funds collected to the Owners. Only after sufficient funds are collected from the Owners to fund the Capital Improvement may the Association then sign contracts for the work of the Capital Improvement, manage the Capital Improvement Process, and disburse funds to pay for the Capital Improvement. Such improvements may include entry monuments or signage, entrance gates, and installation of internet infrastructure or other utilities. The Association is without authority to construct a capital improvement on land that it does not own or lease without the express written permission of the landowner on whose land the improvement is to be constructed. The Association shall elect a Member to serve as the designated point of contact for each capital improvement project who shall be responsible for directing the collection and distribution of funds for the project

**ARTICLE IV  
GENERAL PROVISIONS**

4.1. Construction Rules. The Association may adopt rules regarding construction or development activities that may impact the Roadways. Unless otherwise provided by the Board, the following rules shall apply:

(a) If the Association or any Member or Members intend to engage in any construction or development activities that may cause one or more of the Roadways to be dug up or which may in any way cause one or more of the Roadways to be inaccessible or disrupted for any period of time, the Association or Member shall provide as much advanced written notice as is reasonably possible and shall attempt to provide at least 180 days' advance written notice of that anticipated disruption to the owners of all Eligible Parcels. The Association or the Member shall also provide all owners of Eligible Parcels with seven (7) days' advance written notice of that date.

(b) The Board may require a Member to submit a traffic flow plan for review and approval prior to any such construction or development.

(c) The Board may require the payment of a bond or cash deposit to provide for any damage to the Roadways caused by a Member's construction or development activity in an amount determined by the Board in its sole discretion. The bond/deposit shall be refundable unless the Member fails to restore the Roadways to their original condition or otherwise fails to repair any damage the Member's activities may cause to the Roadways, in which case the bond/deposit may be used to repair such damage. If the cost to repair any such damage exceeds the amount of the bond/deposit, the Member shall be responsible for those costs. The bond/deposit required shall be one hundred twenty percent of the cost of the repair to the road, if such amount is ascertainable. If the amount is not ascertainable, the Board shall determine a reasonable amount for such bond.

4.2. Admission of New Members. Membership in the Association shall at all times be exclusive to the Owners of Eligible Parcels who consent to join the Association. The Association shall have no authority to admit any person as a Member who is not, at the time that membership is sought, an Owner of an Eligible Parcel.

(a) An owner of a Non-Member Parcel who desires to join the Association shall work with the Board to prepare and record a Supplement to this Declaration subjecting that owner's parcel to this Declaration. No vote of the Owners is required to admit such a new Member. The Association may record such a Supplement admitting the new Member against all of the Lots that are currently Members and against the Lot of the new Member.



(b) Upon joining the Association, the new Member shall make a one-time payment to the Association's reserve fund in an amount equal to what the Member would have paid into the reserve account had he/she/it been a Member since the inception of the Association, based on the level of reserves at the time the new Member joins the Association.

(c) Upon joining the Association, the new Member shall make a one-time payment to the Association's operating account in an amount equal to what the Member would have paid into the operating account had he/she/it been a Member of the Association that year.

4.3. Roadway Access. Neither the Association nor any Member shall have the authority to grant any right of way or access rights for the benefit of any parcel, lot, dwelling, or other property that is not an Eligible Parcel.

4.4. Maintaining Roadway Access. Owners are responsible for removing vegetation, including but not limited to trees, shrubs, and weeds, that grow on each Owner's Lot immediately adjacent to or above the Roadway, in a manner that ensures the Roadway is kept safe and clear for travel. In the event that an Owner fails to remove such vegetation, the Association may cause such vegetation to be removed and the cost of such removal will be an assessment against the Owner's Lot. The decision to remove an Owner's vegetation must be approved by the a majority of the Owners present in person or by proxy at a meeting properly called for the purpose of approving such removal at which a quorum is present.

4.5. Subdivision of Eligible Parcel. If an Eligible Parcel is legally subdivided into separate Lots, each new Lot may be part of the Association, provided that the boundaries of said Lots are fully contained within the original boundaries of the Eligible Parcel. Upon recording of a plat subdividing an Eligible Parcel that is part of the Association, the Owner or Owners of that Eligible Parcel or the new Lot(s) shall pay to the Association all Assessments that are due or will become due in the year that the plat is recorded.

4.6. Amendments. This Declaration may be amended by the affirmative vote of at least sixty-seven percent (67%) of the votes of the Association. Any amendment shall be effective upon recording.

4.7. Enforcement. The Association or any Member may enforce the provisions of this Declaration, the Bylaws, or other rules and regulations duly adopted by the Association, by proceedings at law or in equity, including the right to obtain injunctive relief and/or recover damages and other sums for violations.

4.8. Insurance. The Association shall purchase insurance as is ordinary and customary for a homeowners association that is responsible for maintain roadways. This shall include, at a minimum, general liability insurance for injury or damage that occurs on the road and directors and officers insurance for the Board Members and Association. The Association may also

purchase other insurance, such as property insurance, cybercrime insurance, earthquake insurance, or other insurance, in the Board's reasonable discretion.

4.9. Attorney's Fees. If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration or other governing document of the Association, the Association may assess all reasonable attorney's fees, fines, and costs associated with such legal counsel to the party against whom enforcement is sought as a special assessment, regardless of whether a lawsuit is filed.

4.10. Notices. Any notices required to be given under this Declaration or Utah law may be sent via first-class mail, email, or text message to the mailing address, email address, or phone number provided by each Member or that a Member uses to communicate with another Member or the Association.

4.11. No Waiver. No failure or delay by the Association in exercising any right, remedy, or power granted to it by the Governing Documents or applicable law, nor any failure to insist on strict performance thereof, shall constitute a waiver of the Association's rights or remedies or of its right to insist on strict performance of any provision of the Governing Documents or applicable law. No waiver shall be effective unless it is in writing signed by the Board.

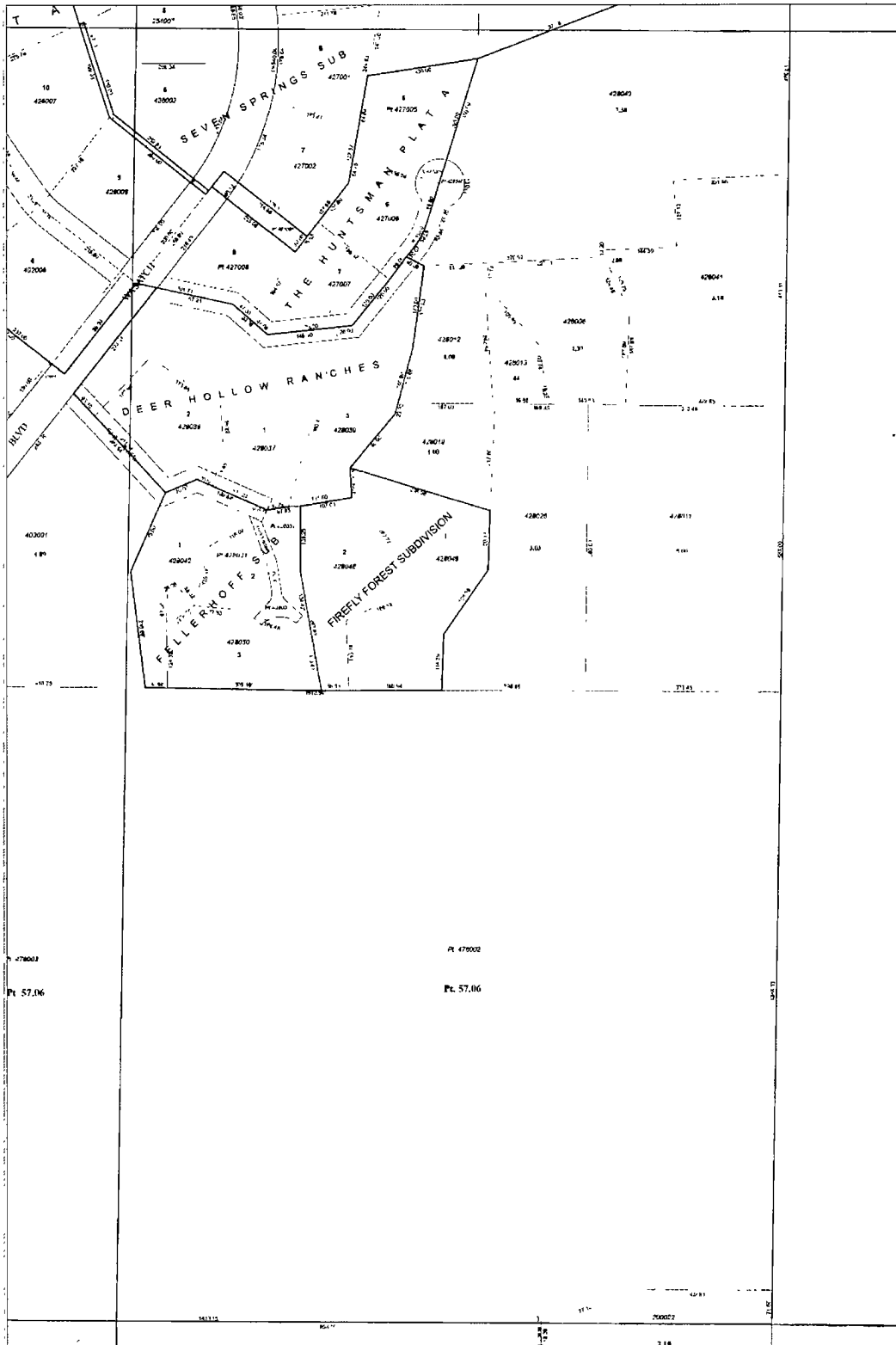
**EXHIBIT A**  
**· LIST OF ELIGIBLE PARCELS, LEGAL DESCRIPTION AND LOT NOTES**

Parcel	Legal Description	Notes
28-14-427-008	LOT 8, THE HUNTSMAN PLAT A. ALSO BEG AT N'LY MOST COR OF SD LOT 8; N 37^59' E 40 FT; S 51^01' E 214.66 FT TO W LINE OF LOT 7; S 37^30' W 40 FT; N 52^01' W 215 FT TO BEG. EXCEPT WASATCH BLVD. 5934-0398 5685-306 5503-2315 6953-2881 6951-0225 8353-4635	
28-14-428-037	LOT 1, DEER HOLLOW RANCHES.	
28-14-427-007	LOT 7, THE HUNTSMAN PLAT A 4847-1357 09523-4355	
28-14-428-039	LOT 3, DEER HOLLOW RANCHES.	
28-14-427-006	LOT 6, THE HUNTSMAN PLAT A 04527-1330 10618-5496 10873-5858	
28-14-427-005	LOT 5, THE HUNTSMAN PLAT A 9170-1159 9194-4874 9926-9272 9926-9766	
28-14-428-040	BEG S 00^23'41" W 287.11 FT FR E 1/4 COR SEC 14, T3S, R1E, SLM; S 86^49'05" W 231.96 FT; S 03^10'50" E 137.10 FT; S 87^10'07" W 144.30 FT; S 00^07'35" W 14.20 FT; S 86^49'05" W 370.52 FT; N 63^31'56" W 40 FT; N 38^28'05" E 20.87 FT; NE'LY ALG A 158.01 FT RADIUS CURVE TO L 59.29 FT (CHD N 27^43'05" E 58.96 FT); N 16^58'05" E 350 FT; N 68^25'05" E 682.52 FT; S 00^23'41" W 480.51 FT TO BEG. 7.38 AC M OR L. 3660-366,367 4482-921 5473-155 7666-2351,2353 8391-6661 8405-2384 9797-3472 10065-1681 10069-2218,2220,2225	
28-14-428-012 & 28-14-428-013	BEG S 3105.72 FT & E 1892.19 FT FR N 1/4 COR OF SEC 14, T-3S, R 1E, S L M; N 87^05' E 131.28 FT; S 09^55'54" W 47.13 FT; S 03^50'30" E 242.54 FT; N 89^47' W 193.42 FT; N 15^04' E 116.68 FT; N 08^04' E 170.03 FT TO BEG. 1.0 AC 5413-2019 5413-2020 6535-1696 6955-1399 9599-0471 9783-1663 9783-1679 10168-9079 10168-9097 10612-2818 10619-0797 And BEG S 3105.72 FT & E 1892.19 FT & N 87^05' E 131.28 FT & S 09^55'54" W 47.13 FT FR N 1/4 COR OF SEC 14, T 3S, R 1E, S LM; S 41^42'59" E 166.93 FT; S 07^42'58" E 60.74 FT; S 13^21'52" E 59.25 FT; N 89^47' W 116.68 FT; N 03^50'30" W 242.54 FT TO BEG. 5413-2019,2020 6535-1696 9599-0473 9783-1663 9783-1679 10168-9079 10168-9097 10612-2818 10619-0797	Combined Parcels to represent a single Eligible Lot

28-14-428-019	BEG E 1838 FT & S 3386.71 FT FR N 1/4 COR OF SEC 14, T 3S, R1E, S L M; S 15^04' W 23.32 FT; S 40^19' W 140 FT; S 72^39'43" E 298.99 FT; N 02^19'34" E 217.8 FT; N 89^ 47' W 197.6 FT TO BEG. 1.0 AC M OR L. 6095-1257, 5407-1186 6095-1262 7899-1596 09057-7959	
28-14-428-026	BEG S 3386.71 FT & E 1838 FT & S 89^47' E 197.6 FT FR N 1/4 COR SEC 14, T 3S, R 1E, SLM; S 89^47' E 189.346 FT; S 0^23'30" W 583 FT; N 89^47' W 295.976 FT; N 2^38'30" E 114.39 FT; N 35^03' E 158.392 FT; N 2^19'34" E 337.932 FT TO BEG. 3.03 AC M OR L. 6095-1257 5407-1186 7441-1538 8263-18358263-1837 08337-1355	As of 2022/09/09, No structure or driveway on lot, eligible for discount outlined in CC&Rs 3.3.3
28-14-428-011	BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 14, T 3S, R 1E, S LM; N 0^23'30" E 583 FT; N 89^47' W 373.454 FT; S 0^ 23'30" W 583 FT; S 89^47' E 373.454 FT TO BEG. 5.0 AC M OR L 5407-1186, 1185	
28-14-428-006	BEG S 3105.75 FT & E 1892.19 FT & N 87^05' E 131.28 FT FR N 1/4 COR SEC 14, T 3S, R 1E, S L M; N 87^05' E 227.11 FT; S 24^27'45" E 124.45 FT; S 2^22'15" W 187.89 FT; N 89^47' W 145.93 FT; N 13^21'52" W 59.25 FT; N 7^42'58" W 60.74 FT; N 41^42'58" W 166.93 FT; N 9^55'54" E 47.13 FT TO BEG. 1:37 ACM OR L. 5028-559 5028-0561 6085-1692 6093-0891	
28-14-428-041	BEG S 00^23'41" W 287.11 FT FR E 1/4 COR SEC 14, T3S, R1E, SLM; S 00^23'41" W 471.11 FT; S 89^56'36" W 322.93 FT; N 02^06'20" E 187.89 FT; N 24^43'40" W 123.75 FT; N 86^49'05" E 2.89 FT; N 00^07'35" E 14.20 FT; N 87^10'07" E 144.30 FT; N 03^10'50" W 137.10 FT; N 86^49'05" E 231.96 FT TO BEG. 3.18 AC M OR L. 3660-366,367 4482-921 5413-2019,2020 5473-155 5930-50 6597-1794 7666-2351,2353 8304-4804 10065-1681	
28-14-428-049	LOT 1, FIREFLY FOREST SUB	
28-14-428-048	LOT 2, FIREFLY FOREST SUB 10963-5461	
28-14-403-001	BEG S 3964.85 FT & E 704.13 FT & S 89^54' E 16.13 FT FR N 1/4 COR SEC 14, T 3S, R 1E, SLM; NE'LY ALG 420 FT RADIUS CURVE TO R 68.53 FT; N 37^58'13" E 443.2 FT; N 37^59' E 240.18 FT; S 43^02'10" E 274.64 FT; S 23^40' W 175 FT; S 7^15' E 238.68 FT; N 89^47' W 410.75 FT; N 89^54' W 194.63 FT TO BEG. 4.89 AC M OR L. 07118-1938	As of 2022/09/09, Lot does have a driveway connected to Roadways. Eligible for discount outlined in CC&Rs 3.3.3
28-14-428-038	LOT 2, DEER HOLLOW RANCHES. 10249-9200 10306-8085 10731-5737	As of 2022/09/09, No structure or driveway on lot, eligible for discount outlined in CC&Rs 3.3.3

28-14-428-042	LOT 1, FELLERHOFF. LESS & EXCEPT BEG NW COR OF LOT 3 OF SD SUB; SD COR BEING N 1^17'16" W 124.32 FT FR SW COR LOT 3; N 1^17'16" W 124.32 FT; N 1^25'21" E 67.36 FT; N 62^55'13" E 26.08 FT; S 42^02'06" E 48.02 FT; S 52^38'29" W 71.77 FT TO BEG	As of 2022/09/09, No structure or driveway on lot, eligible for discount outlined in CC&Rs 3.3.3
28-14-428-031	LOT 2, THE FELLERHOFF SUB. 8334-5975 9243-8742 9729-3602 9729-3620 10552-6723	
28-14-428-050	BEG SW COR LOT 3, FELLERHOFF; N 1^17'16" W 124.32 FT; N 1^25'21" E 67.36 FT; N 62^55'13" E 26.08 FT; S 42^02'06" E 48.02 FT; S 84^07'28" E 77.33 FT; S 72^50'02" E 166.95 FT; S 9^35'38" E 113.40 FT; N 89^47' W 309.59 FT TO BEG. (BEING PTSD LOT 1 & LOT 3, FELLERHOFF)	

**EXHIBIT B**  
**PARCEL BOUNDARYS AS EVIDENCED IN PLOT MAPS**



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically generated Tax Plats. For parcel information regarding former parcels, the Tax Plats may need cross-referencing. This Tax Plat is intended to represent actual physical parameters. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for tax only reference purposes only and are subject to change.



Prepared and published by  
 Salt Lake County Assessor  
 Records Section  
 200 S. West 300, Salt Lake City, UT 84119  
 801.468.2121  
 www.slc.utah.gov

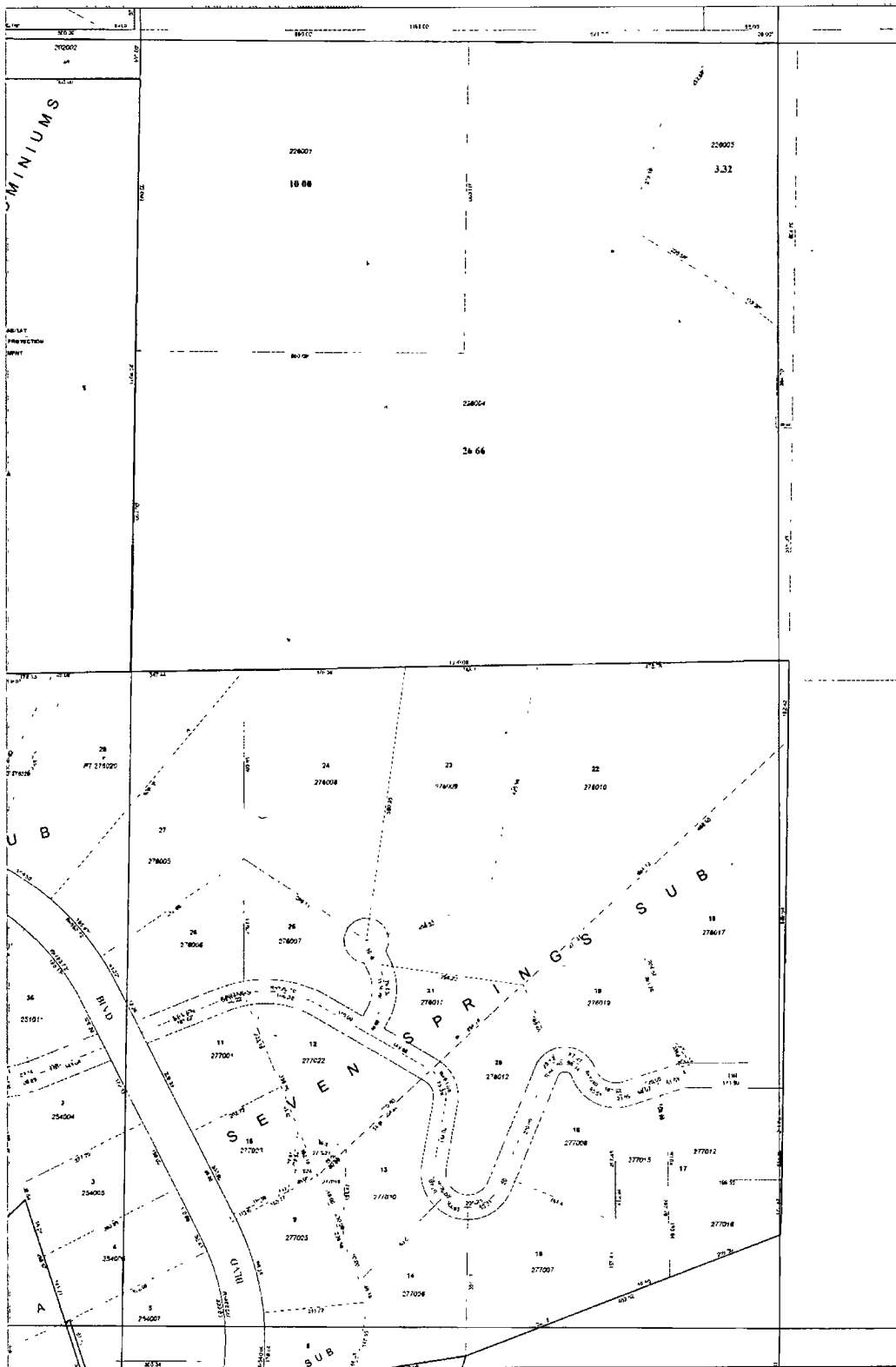


E 1/2 SE 1/4 Sec 14 T3S R1E  
 SALT LAKE COUNTY, UTAH

8/17/2021

Scale 1"=100'  
 0 100 200'  
 Feet  
 28-14-42

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property must be conducted.



Plat of the E 1/2 NE 1/4 Sec 14 T3S R1E Salt Lake County, Utah  
 Salt Lake County, Utah  
 1-27-2021



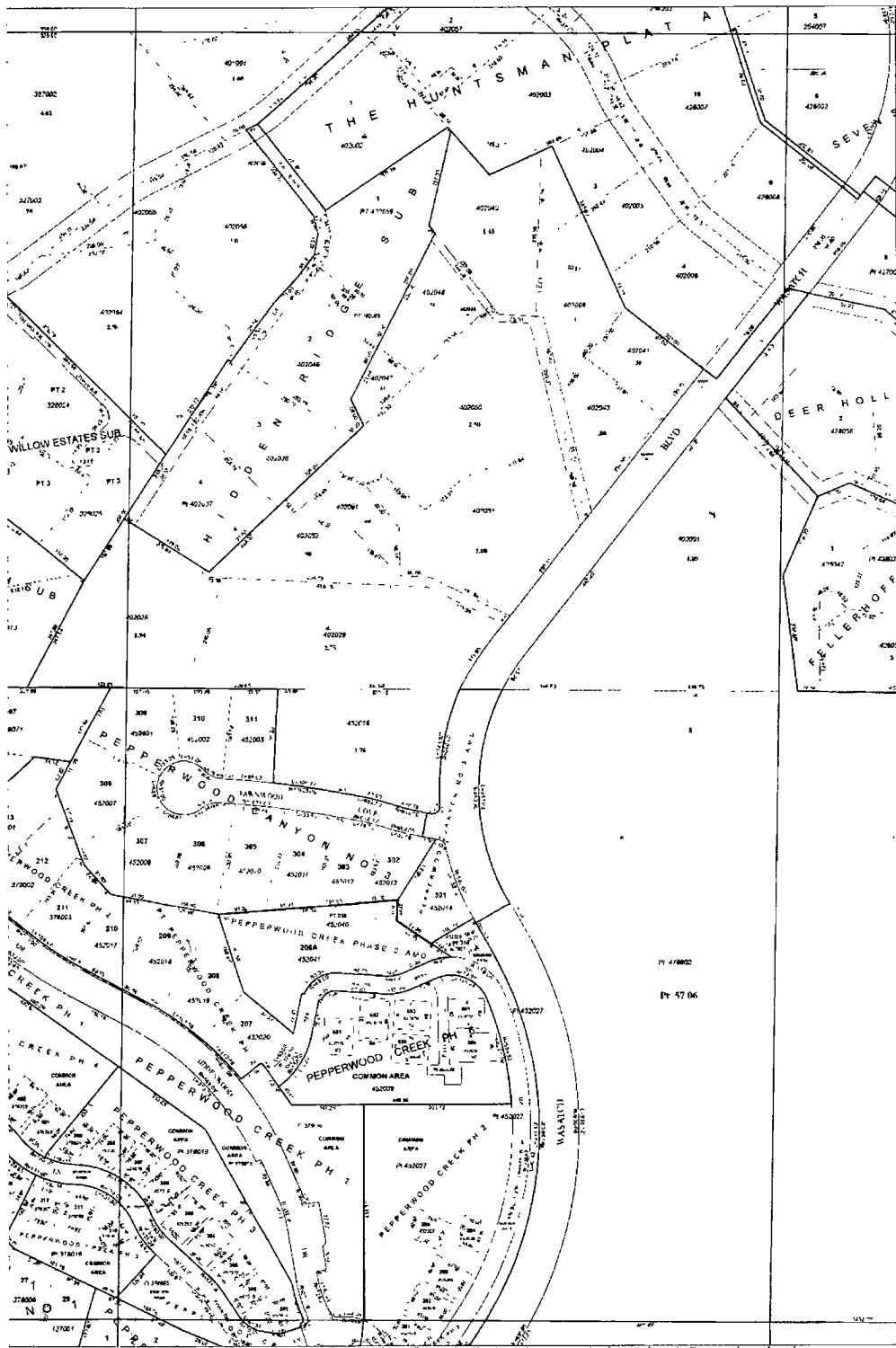
E 1/2 NE 1/4 Sec 14 T3S R1E  
 SALT LAKE COUNTY, UTAH


1-27-2021

Scale 1"=100'  
 Feet  
 28-14-22

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----






 Plat No. 28-14-41  
 Salt Lake County, Utah  
 3/7/2022

**W 1/2 SE 1/4 Sec 14 T3S R1E**  
**SALT LAKE COUNTY, UTAH**

Scale 1"=500'  
 0 100 200  
 Feet  
 28-14-41

**EXHIBIT C**

**LINEAL FEET TO WASATCH BOULAVARD FROM PARCEL**

<b>Lot</b>	<b>Street Address</b>	<b>Lineal Feet to Wasatch</b>	<b>Allocation</b>
28-14-427-008	3333 E Deer Hollow Cir	191	1.4%
28-14-428-037	3350 E Deer Hollow Cir	260	1.9%
28-14-427-007	3351 E Deer Hollow Cir	458	3.4%
28-14-427-006	3385 E Deer Hollow Cir	616	4.5%
28-14-427-005	3395 E Deer Hollow Cir	643	4.7%
28-14-428-040	3425 E Deer Hollow Cir	643	4.7%
28-14-428-039	3382 E Deer Hollow Cir	881	6.5%
28-14-428-048	10744 Firefly Forest Cir	950	7.0%
28-14-428-049	10747 Firefly Forest Cir	950	7.0%
28-14-428-019	3398 E Deer Hollow Cir	1,064	7.8%
28-14-428-012	3401 E Deer Hollow Cir	1,209	8.9%
28-14-428-026	3434 E Deer Hollow Cir	1,335	9.8%
28-14-428-011	3436 E Deer Hollow Cir	1,341	9.9%
28-14-428-006	3441 E Deer Hollow Cir	1,529	11.2%
28-14-428-041	3500 E Deer Hollow Cir	1,529	11.2%
			<b>100.0%</b>
28-14-403-001	10743 Wasatch Boulevard	285	11.5%
28-14-428-038	3303 E Lone Springs Cove	385	15.5%
28-14-428-042	3316 E Lone Springs Cove	507	20.4%
28-14-428-031	3332 E Lone Springs Cove	636	25.6%
28-14-428-050	3336 E Lone Springs Cove	674	27.1%
			<b>100.0%</b>

**EXHIBIT D  
BYLAWS OF THE  
DEER HOLLOW ROAD MAINTENANCE ASSOCIATION**

Consistent with § 57-8a-216 of the Act, the Member Owners have established and adopted these bylaws as the Bylaws of the Deer Hollow Road Maintenance Association (the "Association"). These Bylaws, and any valid amendments thereto, shall be effective upon recording with the Office of Recorder for Salt Lake County, Utah and shall be binding on the Association and all present and future Members of the Association.

**ARTICLE I  
DEFINITIONS**

- 1.1. Definitions. Unless otherwise defined herein, capitalized terms in these Bylaws are defined in the Declaration of Covenants, Conditions, Restrictions for Deer Hollow Road Maintenance Association (the "Declaration") and shall have the same defined meanings when used in these Bylaws.
- 1.2. Notice. Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

**ARTICLE II  
ASSOCIATION MEMBERS**

- 2.1. Annual Meetings. An annual meeting of the Members shall be held no less than once each calendar year. The date, time, and location of the annual meeting shall be determined by the Board in its discretion. The annual meeting shall be held for the purpose of electing members to the Board, review of the annual budget promulgated by the Board, and transacting such other business as may properly come before the meeting.
- 2.2. Special Meetings. Special meetings of the Members may be called by the Board, the President, or upon the written request of Members holding not less than twenty-five percent (25%) of the total votes of the Association.
- 2.3. Place of Meetings, Use of Teleconferencing, and Video Conferencing. The Board may designate or any place within the City as the place of meeting for any annual or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time.
- 2.4. Notice of Meetings. The Board shall cause written notice of the time and place, and, in the case of a special meeting, the purpose, for all meetings of the Members (whether

annual or special) to be delivered, not more than thirty (30) nor less than ten (10) days prior to the meeting.

- 2.5. Quorum. Those Members and the holders of proxies entitled to cast votes present at an annual or special meeting shall constitute a quorum for the transaction of business.
- 2.6. Voting. Each Member Parcel shall be entitled to one (1) vote. If a Member Parcel is legally subdivided into two or more Lots, each Lot, as detailed in the newly recorded subdivision plat, shall be entitled to one (1) vote. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote for each Lot of such Member, provided such Member is current on all Assessments. The exercise of a Member's voting right may be restricted by the Board if the Member is delinquent on their Assessment obligation. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Utah Revised Nonprofit Corporations Act, Utah Code §§ 16-6a-101 *et seq.* (the "Nonprofit Act"). When a Lot is jointly owned, any joint Owner may exercise the vote for such Lot on behalf of all joint Owners of the Lot. In the event of two conflicting votes by joint Owners of one Lot, no vote shall be counted for that Lot. The Association may utilize email and electronic voting and ballots to the fullest extent permitted by law.
- 2.7. Ballots and Written Consent. The Association may utilize written consents and/or ballots consistent with the requirements of the Nonprofit Act. The Association may utilize electronic signatures, electronic consent, electronic ballots, and email and other electronic transmission to the fullest extent permitted by law.
- 2.8. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining the Members present shall be deemed waived if no objection thereto is made at the meeting.

### **ARTICLE III** **BOARD OF DIRECTORS**

- 3.1. Number, Tenure, Qualifications, and Election. The Board shall be composed of a minimum of three (3) or maximum of five (5) individuals. Board members must be Owners, at least eighteen (18) years of age or older, and current on Assessments. Board members shall serve staggered terms of three (3) years. The initial Board may determine between themselves who shall serve a one-year term and a two-year term so as to create staggered terms for Board members going forward. The Board must, at all times, include at least one Board Member who lives on E Deer Hollow Circle and one Board Member who lives on E Lone Springs Cove, unless no Owner from an unrepresented street is

willing to run or serve. Therefore, at any election of board members, if the members who are not running are both from one of the two streets, only Owners from the other, unrepresented street, are eligible to run. If no Owner from an unrepresented street is willing to run, the existing Board shall certify that no such Owner is willing to run for the Board and then Owners from the represented street may run for the Board. If the two members of the Board who are not up for election are from the two different streets, then any Owner may run for the open seat.

- 3.2. Board Meetings. The Board shall hold regular meetings at its discretion. Consistent with § 57-8a-226 of the Act, Members may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. The Board shall provide notice to all Owners of any Board Meeting at least 72 hours prior to such meeting.
- 3.3. Special Meetings. Special meetings of the Board may be called by or at the request of any two Board members or the President. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board member. Except as provided by law, no notice of special meetings is required to be provided to Members, although any Member may attend a special meeting if the Member appears at the physical location of the meeting in person.
- 3.4. Quorum and Manner of Acting. A majority of the Board members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board members present at any meeting at which a quorum is present and for which proper notice was provided to the Board members shall be the act of the Board. The Board members shall act only as a Board, and individual Members shall have no powers as such.
- 3.5. Place and Notice of Meetings. The Board may designate any place within the City as the place of meeting for any regular or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time.
- 3.6. Action Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting pursuant to § 16-6a-813 of the Nonprofit Act.
- 3.7. Removal. A Board member may be removed with or without cause upon the vote of a majority of the Owners at a special meeting called for that purpose.
- 3.8. Vacancies. If vacancies shall occur in the Board by any reason other than removal by the Owners, the Board members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board members then in office, even though less than a quorum

may be available. Any vacancy in the Board occurring by reason of removal of a Board member by the Members may be filled by election by the Members at the meeting at which such Board member is removed. Any Board member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her/their predecessor.

- 3.9. Compensation. No Board member shall receive compensation for any services that he/she may render to the Association as a Board member; provided, however, that a Board member may be reimbursed for expenses incurred in the performance of his/her duties as to the extent such expenses are unanimously approved by the Board.

#### **ARTICLE IV** **OFFICERS**

- 4.1. Officers. The officers of the Association shall be a president or chairperson (the "President"), the secretary (the "Secretary"), and the treasurer (the "Treasurer").
- 4.2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at a meeting of the Board. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. A Board member may hold more than one office, except the President shall not also serve as the Secretary. All officers must be Board members during the entire term of their respective offices.
- 4.3. Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 4.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board member or to the Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board at any time, with or without cause.
- 4.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.
- 4.6. The President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association all contracts, conveyances, and other instruments and shall

do and perform all acts and things which the Board of Directors may require or may delegate to the President.

- 4.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board may require such person to keep. The Secretary shall perform such other duties as required by the Board.
- 4.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.
- 4.9. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

## **ARTICLE V** **INDEMNIFICATION**

- 5.1. Indemnification. Each Board member and Officer now or hereafter serving as such, shall be indemnified by the Association against any and all claims and liabilities to which they have or may become subject by reason of serving or having served as such Board member or Officer, or by reason of any action alleged to have been taken, omitted, or neglected by him or her as such Board member or Officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by them in connection with any such claim or liability, provided, however, that no Board member or Officer shall be indemnified against or be reimbursed for any expense incurred in connection with a breach of such Board's members fiduciary duties, or in the event of intentional or willful misconduct.
- 5.2. Determination of Indemnifiable Amount. The amount paid for indemnification shall not exceed the indemnified Board member or Officer's actual, reasonable, and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than three (3) nor more than five (5) persons selected by the Board of Directors who may or may not be Members and any determination so made shall be binding on the indemnified Officer or Board member.
- 5.3. State Law. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Officer or Board member of the Association may otherwise be entitled by then Utah law.

**ARTICLE VI**  
**AMENDMENTS AND CONFLICTS**

- 6.1. Amendments. Except as otherwise provided by law, by the Declaration or by these Bylaws, these Bylaws may be amended with the affirmative vote of sixty-seven percent (67%) of the Members. No amendment shall be effective unless and until a written instrument setting forth (a) the amendment; (b) the number of votes cast in favor of such action; and (c) shall have been executed and verified by the current President and Secretary and recorded in the official records of the Association and in the recorder's office of Salt Lake County, Utah.
  
- 6.2. Conflicts with Declaration. In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.



**MEMBER ACKNOWLEDGEMENT FORM**

I/We KORAN J MESSINA the owner(s) of Parcel # 28-14-427-008 (3333 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Koran Messina  
Owner Signature

10/3/22  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

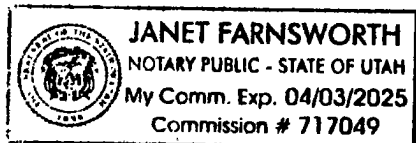
STATE OF Utah )

) ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2022, by \_\_\_\_\_, [as Manager of \_\_\_\_\_].

Janet Farnsworth  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We DAVID J & LORALEE J BROMLEY the owner(s) of Parcel # 28-14-428-037 (3350 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

*Julie Bromley*

Owner Signature

9/20/2022

Date

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

STATE OF )

) ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this 20 day of September, 2022, by LORALEE Bromley [as Manager of \_\_\_\_\_].

*[Signature]*

Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We DAVID J & LORALEE J BROMLEY the owner(s) of Parcel # 28-14-428-037 (3350 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

[Handwritten Signature]  
Owner Signature

9/20/22  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

STATE OF )

) ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2022, by Dave Bromley, [as Manager of \_\_\_\_\_].

[Handwritten Signature]  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We JULIE JO & JUDSON SODERBORG the owner(s) of Parcel # 28-14-427-007 (3351 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

[Signature] \_\_\_\_\_ 10/13/22 \_\_\_\_\_  
Owner Signature Date

[Signature] \_\_\_\_\_ 10/13/22 \_\_\_\_\_  
Owner Signature Date

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2022, by Julie Jo Jud Soderborg, [as Manager of \_\_\_\_\_].

[Signature] \_\_\_\_\_  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We FRANEK-SIMPKINS LIVING TRUST the owner(s) of Parcel # 28-14-427-006 (3385 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

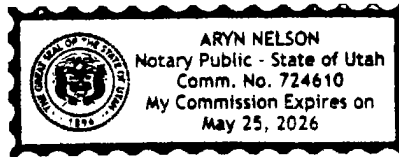
[Signature], Trustee  
Owner Signature, Title

10/21/22  
Date

[Signature], Trustee  
Owner Signature, Title

10/21/22  
Date

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )



The foregoing instrument was acknowledged before me this 21 day of October, 2022, by Craig/Susan Franek [as Manager of Deer Hollow HOA].

[Signature]  
Notary Public

**MEMBER ACKNOWLEDGEMENT FORM**

I/We WILLIAM WITTE the owner(s) of Parcel # 28-14-427-005 (3395 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

*[Handwritten Signature]*

11/21/2022

Owner Signature

Date

\_\_\_\_\_

Owner Signature

Date

STATE OF Utah )

) ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 21 day of November, 2022, by William Witte, [as Manager of N/A].

*[Handwritten Signature: Angela Reay]*

Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We Sandra N. Tillotson Family Trust Sandra N. Tillotson, trustee the owner(s) of Parcel # 28-14-428-040 and 28-14-428-041 (3425 E Deer Hollow Cir & (3500 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Sandie N Tillotson  
Owner Signature, Title

09/21/2022  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

STATE OF UTAH )

) ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 21 day of September, 2022, by Sandie Tillotson [as Manager of Sandra N. Tillotson Family Trust

Andi Powell  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We AUBREY PEARCE the owner(s) of Parcel # 28-14-428-039 (3382 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Aubrey Pearce  
\_\_\_\_\_  
Owner Signature

10.13.22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

STATE OF )

) ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2022, by Aubrey Pearce, [as Manager of \_\_\_\_\_].

Janet Farnsworth  
\_\_\_\_\_  
Notary Public





**MEMBER ACKNOWLEDGEMENT FORM**

I/We Olsen Family trust-- Cathy and Kirk Olsen, trustees (3398 E Deer Hollow Cir) the owner(s) of Parcel # 28-14-428-019 acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

*Kirk Olsen*  
Owner Signature, Title

10-5-22  
Date

*Cathy Olsen*  
Owner Signature, Title

Oct. 5, 2022  
Date

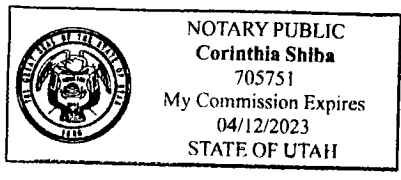
STATE OF Utah )

) ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2022, by George Olsen & Cathy Olsen, [as Manager of Deer Hollow road].  
maintenancce assoc

*Corinthia Shiba*  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We Lance Platt Fam Trust---Lance Platt, trustee the owner(s) of Parcel # 28-14-428-049 (10747 Firefly Forest Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

[Signature], Trustee  
Owner Signature, Title

9/13/22  
Date

\_\_\_\_\_  
Owner Signature, Title

\_\_\_\_\_  
Date

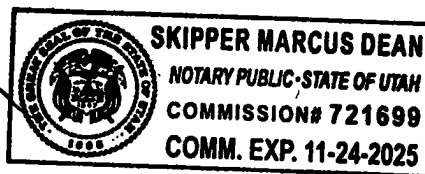
STATE OF Utah )

) ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2022, by Lance Platt, [as Manager of Lance Platt Fam Trust].

[Signature]  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We Hu Jiewen and Guo Zhibin the owner(s) of Parcel # 28-14-428-048 (10744 Firefly Forest Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Hu Jiewen

10/04/2022

Owner Signature

Date

Guo Zhibin

10/04/2022

Owner Signature

Date

STATE OF Utah )

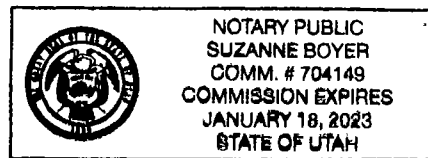
) ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 4 day of October, 2022, by Suzanne Boyer, [as Manager of Wells Fargo Bank].

Suzanne Boyer

Notary Public



RECEIVED OCT 04 2022

**MEMBER ACKNOWLEDGEMENT FORM**

I/We HILLCREST INVESTMENT COMPANY, LLC the owner(s) of Parcel # 28-14-428-026 (3434 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

[Handwritten Signature]

10/10/2022

Owner Signature, Title

Date

\_\_\_\_\_

\_\_\_\_\_

Owner Signature, Title

Date

STATE OF Utah )

) ss.

COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 10 day of OCTOBER, 2022, by CHRIS HOWELS, [as Manager of HILLCREST INVESTMENT COMPANY LLC].

[Handwritten Signature]

Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We RICHARD CARLSON the owner(s) of Parcel # 28-14-428-006 (3441 E Deer Hollow Cir) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Richard H Carlson by Lynn M. Carlson as agent 11/9/22

Owner Signature

Date

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

STATE OF Utah )

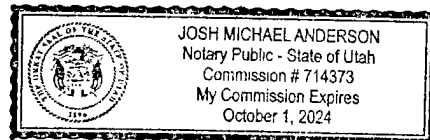
) ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2022, by Lynn Carlson, [as Manager of 3441 E Deer Hollow Cir]

[Handwritten Signature]

Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We R G WINGER & KATALINA M DEAN the owner(s) of Parcel # 28-14-428-042 (3316 E Lone Springs Cove) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

R. Gary Winger

10/11/2022

Owner Signature

Date

Katalina Dean

10/11/2022

Owner Signature

Date

STATE OF Utah )

) ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 11th day of October, 2022, by \_\_\_\_\_, [as Manager of \_\_\_\_\_].

[Signature]



Notary Public

**MEMBER ACKNOWLEDGEMENT FORM**

I/We DARREN DENNING the owner(s) of Parcel # 28-14-428-038 (3303 E Lone Springs Cove) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

*Darren Denning*  
Owner Signature

11/28/2022  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

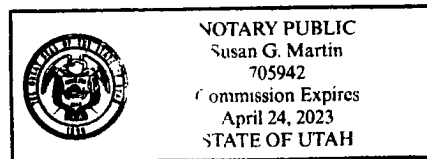
STATE OF UTAH )

) ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28 day of NOVEMBER, 2022, by DARREN DENNING, [as Manager of \_\_\_\_\_].

*Susan G. Martin*  
Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We MILNER INVESTMENTS, LLC the owner(s) of Parcel # 28-14-428-031 (3332 E Lone Springs Cove) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

Michael Milner  
Owner Signature

12/16/22  
Date

X  
Owner Signature

X  
Date

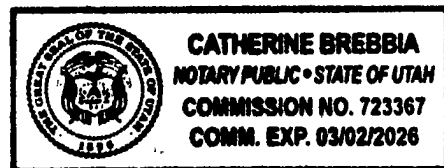
STATE OF Utah )

) ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of December, 2022, by Michael Milner, [as Manager of 3332 Lone Springs CV. Sandy, UT 84092]

Catherine Brebbia  
Notary Public





**MEMBER ACKNOWLEDGEMENT FORM**

I/We KELLY & SANDRA POWERS TRUST the owner(s) of Parcel # 28-14-428-050 (3336 E Lone Springs Cove) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

*[Handwritten Signature]*

*Oct 4, 2022*

Owner Signature, Title

Date

Owner Signature, Title

Date

STATE OF Utah )

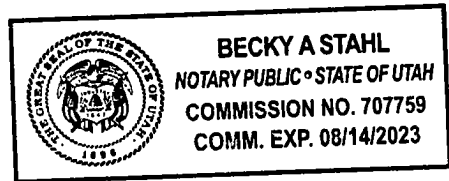
) ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 4 day of October, 2022, by Kelly Powers, [as Manager of Deer Hollow Rd. Mt. Assoc.]

*[Handwritten Signature: Becky A Stahl]*

Notary Public



**MEMBER ACKNOWLEDGEMENT FORM**

I/We KELLY & SANDRA POWERS TRUST the owner(s) of Parcel # 28-14-428-050 (3336 E Lone Springs Cove) acknowledge and accept the COVENANTS, CONDITIONS, AND RESTRICTIONS dated September 9th, 2022 and agree to become a member in the DEER HOLLOW ROAD MAINTENANCE ASSOCIATION.

[Handwritten Signature]  
Owner Signature, Title

9/21/22  
Date

\_\_\_\_\_  
Owner Signature, Title

\_\_\_\_\_  
Date

STATE OF Utah )

) ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2022, by Sandra powers as Manager of Deer Hollow Road Maintenance Assoc.

[Handwritten Signature]  
Notary Public

