

Return To:
Prince Development
791 East 1250 South
Keyville UT 84037

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 OCT 2 1:35 PM FEE 27.00 DEP LM
REC'D FOR PRINCE DEVELOPMENT LLC

UMPELBY ACRES OWNERS' ASSOCIATION

MANAGEMENT AGREEMENT

THE UNDERSIGNED, hereinafter referred to as the "Owner" of "Owners", being the Owner(s) of all of the residential real estate lots located in the UMPELBY ACRES CLUSTER SUBDIVISION, hereinafter referred to as the "Subdivision", located in the County of Davis, State of Utah, according to the official Plat thereof on file with the Davis County Recorder, do herewith join together to form an unincorporated association for the sole purposes of owning, constructing, operating, preserving, maintaining, and keeping up, including, but not limited to, the removal of snow from, that certain private road for access to our respective real estate lots, and of providing public liability protection to the undersigned in connection with the existence and use of such private road, and of enforcing the building restrictions attached to, made part of, and running with the title to the real estate lots contained within the said Subdivision. This Management Agreement, hereinafter referred to as the "Agreement", is entered into this date to define the rights, duties, and obligations of the Owners with regard to the Umpelby Acres Owners' Association, hereinafter referred to as the "Association", and the powers, duties, and obligations of the Association with regard to the Owners and to the real property constituting the Umpelby Acres Cluster Subdivision.

1. Real Property Subject to the Agreement. The real estate lots, hereinafter referred to as the "Lots", subject to this Agreement and which form the real property included within the Association, are more particularly described as the Umpelby Acres Cluster Subdivision located in the Southwest Quarter of Section 35, Township 4 North, Range 1 West, SLB&M, Davis County, Utah, to wit:

Lot 1 of the Umpelby Acres Cluster Subdivision, as approved by the Kaysville City Counsel, according to the official Plat thereof on file with the Davis County Recorder's Office, and

Lot 2 of the Umpelby Acres Cluster Subdivision, as approved by the Kaysville City Counsel, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 3 of the Umpelby Acres Cluster Subdivision, as approved by the Kaysville City Counsel, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 4 of the Umpelby Acres Cluster Subdivision, as approved by the Kaysville City Counsel, according to the official Plat thereof on file with the Davis County Recorder's Office; and

U.S. 101 Prince Development Cluster Subdivision
lots 1 thru 5
11-997 over-0005

Lot 5 of the Umpelby Acres Cluster Subdivision, as approved by the Kaysville City Counsel, according to the official Plat thereof on file with the Davis County Recorder's Office.

The Lots are shown on the copy of the Plat, which is attached hereto as Exhibit "A" and made a part hereof. No other real property shall be permitted to become included within the Association or to otherwise join in the Association except upon the unanimous vote of the Owners.

2. Binding Effect. This Agreement shall be binding upon the Owners and shall constitute covenants running with the land which is subject to this Agreement and which forms the real property included within the Association. Every transfer from a current Owner to a new or substitute Owner shall contain a statement to the effect that the real property being transferred is part of the Association, that such real property is subject to the terms, conditions, rights, duties, and obligations contained in this Agreement, that the terms conditions, rights, duties, and obligations contained in this Agreement are covenants running with the land being transferred, that acceptance of the transfer constitutes ratification of and joinder in this Agreement, and that by acceptance of the transfer the transferee shall be substituted for the transferor and consents to being substituted for the transferor as the Owner for purposes of the Association and this Agreement. A transferor who fails to place such language in any transferring instrument shall continue to be bound by this Agreement unless and until said transferor shall obtain the written ratification of and joinder in this Agreement by the transferee, along with the transferee's consent to substitute the transferee for the transferor for all purposes under this Agreement.

3. Building Restrictions. The Owners agree that only one single family home may be built on each lot within the Subdivision, and that each single family home shall have a minimum of 1,500 sq. ft. if it is a single level home, and a minimum of 1,200 sq. ft. on the ground floor if it is a multilevel home. No duplex or twin home shall be constructed on any lot within the Subdivision, but an owner may construct a mother-in-law apartment in the basement or sublevel of the owner's home. Homes shall be constructed of brick, stone, or stucco, or any combination thereof, on not less than 3 sides. Any one or more of the other Owners may enforce these restrictions at the permitting authority level, in court, or otherwise, and, if successful in such enforcement action, shall be entitled to reimbursement from the other Owners, including the Owner against whom such enforcement action is undertaken, of their respective shares of the cost and expense of such enforcement, including attorney's fees in accordance with paragraph 6, below.

4. Road Maintenance. The developers of the Subdivision have caused a private road to be constructed into the Subdivision. The road is paved and includes gutters. The Association has accepted the road as is, and shall have exclusive ownership of and full responsibility for the private road providing access to the Lots, with each Lot and Owner having full and equal rights, duties, and obligations with respect thereto. The Association shall be fully responsible for the operation, preservation, maintenance, and upkeep of the private road, including, but not limited to, the removal of snow therefrom. The private road shall be described for purposes of this

Agreement as the road, including gutters, shown on the Plat of the Subdivision, attached hereto as Exhibit "A", providing access to the Lots. As part of its operation and maintenance obligations under this Agreement the Association shall have the right and the power to restrict the size and types of vehicles using the private road, the right of persons, including Owners, to park vehicles on the road for periods in excess of 6 hours, and the right to deny use of the road to persons other than the Owners, their immediate family members, and their invitees. Unless the Association shall determine otherwise and so notify the Owners in writing, parking shall only be permitted on one side of the road at a time so that there will be unobstructed access to each of the lots for emergency vehicles.

5. Kaysville City Land Use Code. In compliance with the Kaysville City Land Use Code, in the event the Owners and the Association do not maintain the common facilities and improvements as proposed and indicated at the time of subdivision, Kaysville City may, at its option, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the Owners in the Association.

6. Insurance. The Association shall obtain public liability insurance to protect the Association and the Owners from liability associated with the ownership, operation, maintenance, preservation, and upkeep of the Road. Such insurance shall have a minimum coverage of \$1,000,000 per occurrence, shall name each of the Owners and the Developer of the Subdivision as named insureds under the policy, and shall provide that such insurance is primary to any insurance coverage privately maintained by any individual owner or by the Developer.

7. Costs and Expenses. All of the costs and expenses associated with the ownership, operation, preservation, maintenance, and upkeep of the road shall be allocated one-fifth (1/5) to each Owner, with the term "Owner" being defined for purposes of this allocation as the owner, whether one or more persons, of one Lot in the Subdivision. A person for purposes of this Agreement shall include both natural and juridical persons. Costs and expenses shall be paid to the Association at such time as the Association may from time to time determine, and the Owners shall be advised of their respective shares of such costs and expenses by notice from the Association given at least annually, and more often at the discretion of the Owners. Once assessed, each Owner shall have 30 days from the date of the notice of assessment to pay such Owner's assessment, and if not paid within such period such share of the costs and expenses shall bear interest at the rate of 1.5% per month from the due date until paid in full.

8. Lien for Unpaid Share of Costs and Expenses. Each Owner herewith grants to the Association and each of the other Owners a lien on such Owner's Lot to the extent of any unpaid share of the costs and expenses incurred by or on behalf of the Association pursuant to paragraphs 3 through 6, above. The Association or an aggrieved Owner shall have the right to file a lien with the Davis County Recorder for the full amount of any assessment remaining unpaid after the due date for such assessment as if same were a materialmen's lien. Such lien may be enforced by the Association in the same manner as is provided for the enforcement of a

materialmen's lien under the laws of the State of Utah; provided, however, that the provisions of Utah law related to the time for bringing such action after the filing of such a lien shall not apply to the enforcement of any lien granted pursuant to this Agreement, it being the intent of the Owners that the statute of limitations relating to actions based on written agreements shall govern the time for bringing actions under this Agreement.

9. Grant of Easement. Each Owner herewith grants to the Association an easement and right-of-way on the Lot of such Owner sufficient for the conduct of the activities of the Association related to its duties and obligations regarding the operation and maintenance of the road.

10. Service of Process. Evera Prince, 791 East 1250 South, Kaysville, Utah 84037, shall be the initial agent for the receipt of service of process on the Association. He shall be succeeded by the Owner elected by the Owners to succeed him as Manager of the Association. Each new Manager shall thereafter assume the duties and responsibilities of Registered Agent of the Association, and shall make such filings as might be required by the State of Utah to give notice of such fact. A new Manager and Registered Agent shall be elected by the Owners within thirty (30) days following the sale of the last Lot by the Developer.

11. Termination. This Agreement shall terminate upon the unanimous agreement of the Owners.

12. Administration. There shall be an annual meeting of the Owners during May of each year, and such other meetings as the business of the Association might require. The Association shall be administered by a Manager, who shall be elected at each annual meeting of the Owners by the majority vote of the Owners, but the Manager shall be subject to the direction and control of the Owners, who shall act on any matter affecting the conduct of the activities of the Association by majority vote. When ever the consent of the Owners is required to set allocations or assessments, or to authorize the Manager to conduct any operation required by the provisions of this Agreement, or when ever an Owner shall request a meeting of the Association for any purpose related to the purposes of the Association, the Manager shall call a meeting of the Owners. Notice of the meeting shall be in writing, and shall be given to the Owners not less than 10 days prior to the date of the meeting, unless the urgency of the matter to be considered requires more immediate action, in which event the Manager shall give such notice as he or she might deem appropriate under the circumstances in his or her sole discretion.

13. Landscaping Responsibilities. Each Owner shall be responsible for the landscaping of such Owner's lot, with such responsibility running to the edge of the gutter along the road. Should an Owner fail to properly maintain the landscaping immediately adjacent to the road, the Association may take such action as it deems appropriate with regard to the landscaping thereof and bill all costs and expenses thereof to the Owner. Such costs and expenses shall be treated for all purposes as if they were part of the costs and expenses assessed against an Owner under paragraphs 6, above, and the Association shall have the right to file a lien for such costs and

the Owner(s) of said Lots to the terms and conditions of the foregoing instrument for the purposes therein stated.

Lora Egan
Notary Public

Notary Seal

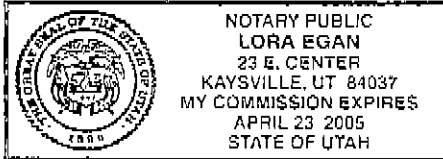
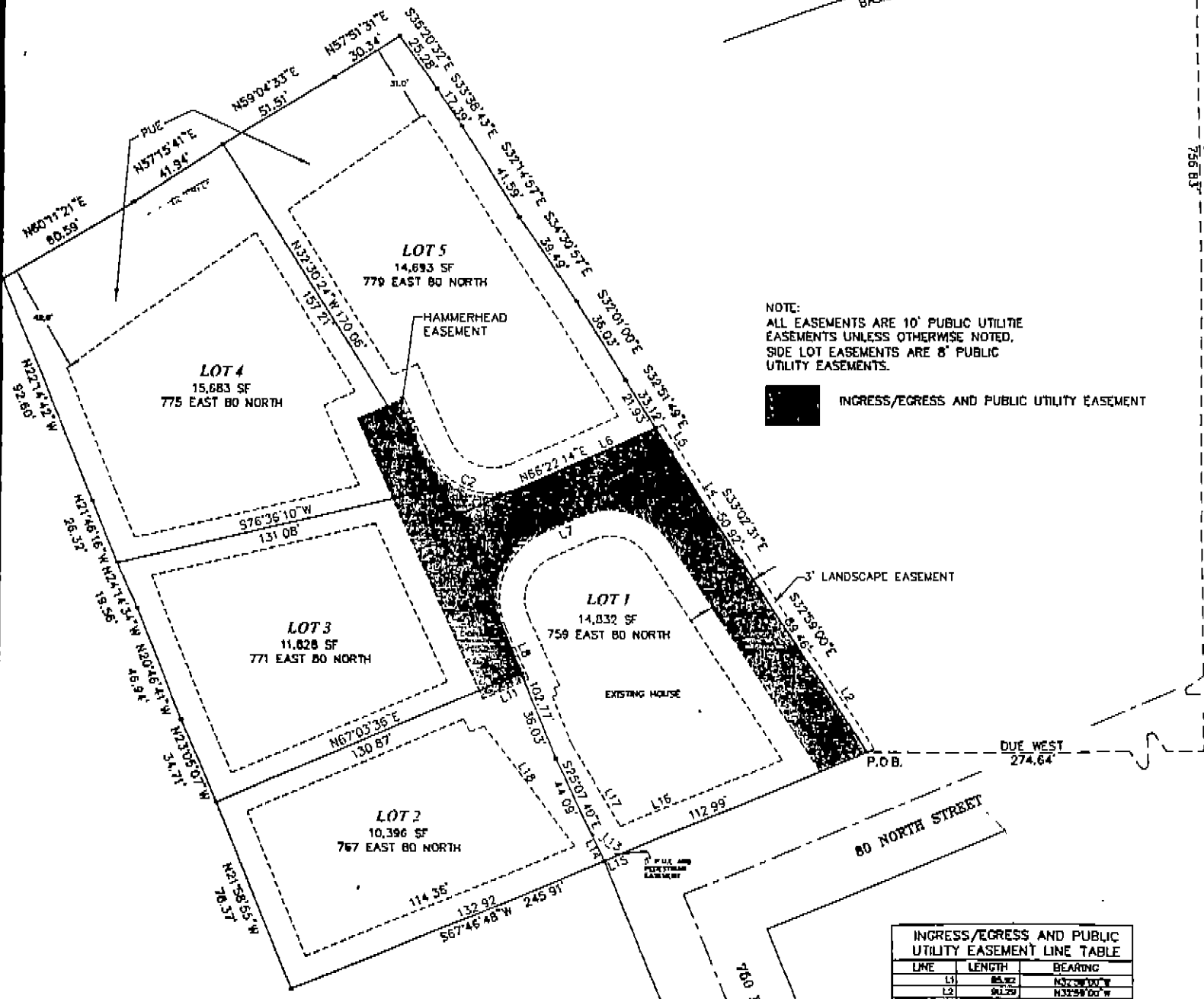
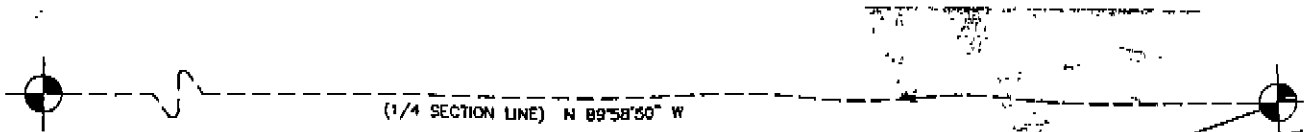


EXHIBIT "A"



NOTE:
ALL EASEMENTS ARE 10' PUBLIC UTILITY EASEMENTS UNLESS OTHERWISE NOTED, SIDE LOT EASEMENTS ARE 8' PUBLIC UTILITY EASEMENTS.

INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT

INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	85.42'	N32°59'00" W
L2	91.29'	N32°59'00" W
L3	112.99'	N32°59'00" W