

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR AND RESPECTING**

**KAYSVILLE PHEASANTBROOK HOMEOWNERS  
ASSOCIATION, INC.**

THIS Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for and respecting the Kaysville Pheasantbrook Homeowners Association, Inc., is effective as of the date of the recording in the Davis County Recorder's Office by the Kaysville Pheasantbrook Homeowners Association, Inc., a Utah Nonprofit Corporation ("Association").

**RECITALS**

WHEREAS, the Association is subject to the Community Association Act adopted by the Utah legislature and located at U.C.A. §57-8a.

WHEREAS, U.C.A. §57-8a-104 provides that the governing documents for an association can be amended by a 67% vote of the voting interests for the association.

WHEREAS, the Association and the Lot Owners deem it in their best interests to adopt this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for and respecting Kaysville Pheasantbrook ("Declaration").

NOW THEREFORE, the Association, in order to better preserve and maintain the integrity, design, and standards of the Property, and to ensure a more effective and efficient governance and operation, hereby declares that the Property shall be held, transferred, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which shall run with such Property and shall be binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

THIS Declaration has been approved by at least 67% of the Association's voting interests and is intended to supersede and replace the Original Declaration and any amendment(s) thereto made prior to the execution of this Declaration.

**ARTICLE 1**

**DEFINITIONS AND PROPERTY RIGHTS IN COMMON AREA**

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

- a. "Additional Improvements" shall mean Improvements other than the original Dwelling and lot improvements.
- b. "Association" shall mean the Kaysville Pheasantbrook Homeowners Association, Inc.
- c. "Board of Directors" shall mean the acting officers and directors of the Association who are duly elected in accordance with Association Bylaws by the property owners within the Association.
- d. "Bylaws" shall mean and refer to the Bylaws of the Association.
- e. "City" shall mean Kaysville City, Utah, and its appropriate departments, officials, and boards.

E 2884976 B 6323 P 283-328  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/05/2015 11:13 AM  
FEE \$335.00 Post 46  
DEF RTT REC'D FOR KAYSVILLE PHEASA  
NTBROOK HOA

- f. "Common Areas" shall mean those areas within the subdivision that are held in common by the Association and can be used but not altered by the members of the Association. These areas are maintained and improved through the Association.
- g. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions.
- h. "Directors" shall mean the officers and directors of the acting Board of Directors of the Association who are duly elected by the property owners.
- i. "Dwelling" shall mean the single family residence located on a Lot.
- 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 (4) persons who are not 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, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, 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 the numbered building Lots shown on the official Plat of the Association.
- m. "Kaysville Pheasantbrook Homeowners Association, Inc." shall mean a non-profit corporation that has been established to exercise the rights and powers to administer and enforce the covenants of this and subsequent declarations for the benefit of the owners within the Association. Membership in the Association is deemed an appurtenance to the ownership of a Lot, and is transferable only in conjunction with the transfer of title to the Lot
- n. "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.
- o. "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.
- p. "Plat" shall mean an official ownership plat of the Association as approved by the City and recorded in the office of the Davis County Recorder.
- q. "Screened" shall mean to obscure an outdoor item by a solid fence or wall, six (6) feet in height such that the outdoor item is not directly visible from public streets or from the ground level of Lot.

**1.2 DESCRIPTION OF COMMON AREAS.** The Common Areas shall include those areas designated as such on the Plats, which can be used but not altered by Members of the Association ("Common Areas").

**1.3 TITLE TO COMMON AREAS.** The Common Areas are owned in common by all Owners. No Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant undivided interest therein of the Owner's Lot.

**1.4 OWNER'S EASEMENTS OF ENJOYMENT.** Subject to the provisions of this article, every owner and his or her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and pass with the title to every lot.

**1.5 OWNER'S OBLIGATION TO PROVIDE CURRENT MAILING ADDRESS.** In the event Owner leases or rents his Lot to a lessee/tenant, owner is required to maintain a current mailing address with the Association at all times.

**1.6 EXTENT OF OWNERS' RIGHTS.** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) **EASEMENTS.** The Association holds the following easements over, under, and upon the Common Areas and Property:

(i) An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water, and other utility and communication lines and services and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair, and use of Common Areas, including common facilities thereon.

(iii) An easement for the purpose of making repairs to any existing structures on Common Areas. The Association may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.

(b) **USE OF THE COMMON AREAS.** The Common Areas shall not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas. Except as otherwise provided in this Declaration, the Common Areas shall be reserved, for the use and enjoyment of all Owners and no private use may be made of the Common Areas. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the subdivision or identifying items of interest, provided such signs are approved by the Architectural Review Committee and comply with any applicable local ordinances. The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

(c) **ALIENATION OF THE COMMON AREAS.** The Association may not by act or omission seek to abandon, partition, subdivide, or encumber the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least ninety percent (90%) of the Association voting members have given their prior written approval. This provision shall not apply to the easements described in Section 1.4(a) above.

(d) **LIMITATIONS ON USE.** Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

(i) The right of the Association to suspend such use rights of an Owner to the extent provided in Article 8 below.

(ii) The right of the Association to adopt, amend, and repeal rules and regulations in accordance with this Declaration.

**1.7 DELEGATION OF USE.** Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Areas to the members of his family and to tenants or contract purchasers who reside on the Property.

## ARTICLE 2

### PROPERTY RIGHTS IN LOTS

**2.1 LOTS.** "Lots" shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Areas.

**2.2 USE AND OCCUPANCY.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with the restrictions contained in Article 4 below, and all other provisions of this Declaration for the mutual benefit of all Owners.

**2.3 UTILITY EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on the recorded plats. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water, through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

## ARTICLE 3

### RESTRICTIONS ON USE OF RESIDENTIAL LOTS AND COMMON AREAS

**3.1 STRUCTURES PERMITTED.** No structures shall be erected or permitted to remain on a Lot, except structures containing homes and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private garage, guesthouse, private swimming pool, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of such structure is in conformity with the applicable local city/county regulations, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee. Any structures constructed as of the recording date of this Declaration that may not have been approved by the Architectural Review Committee are grandfathered in under this Section 3.1. All permanent structures shall be constructed onsite, no manufactured homes shall be allowed.

**3.2 RESIDENTIAL USE.** Lots shall be used for residential purposes. Home business activities are governed by Kaysville Municipal Code Title 17 Chapter 26-2 Home Occupations. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of a Residence, (b) the right of any contractor or home builder to construct a home on any Lot, and (c) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his home.

**3.3 OFFENSIVE OR UNLAWFUL ACTIVITIES.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**3.4 ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept, or permitted within any Lot for licensed commercial purposes. Lot Owners shall be strictly liable for the behavior and actions of their pets and shall abide by all applicable animal and pet city ordinances and regulations. All pets must be supervised when off the Owner's Lot including appropriately disposing of pet feces anywhere in the Association. The Board of Directors may adopt rules governing the behavior of pets. Any kennels or dog/pet runs must be screened with solid privacy fence consistent with paragraph 3.12 and may not be placed closer than twenty (20) feet from any Dwelling other than that of the Owner of the kennel/dog run.

**3.5 MAINTENANCE OF STRUCTURES AND GROUNDS.** Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Yards shall be maintained by proper watering, mowing, and weed control.

**3.6 DRIVEWAYS.** All Driveways used to drive or park any vehicle at any time must be made of acceptable solid surface materials. Solid surface includes concrete or brick pavers.

**3.7 PARKING.** Passenger cars and trucks can be parked on solid surface driveways of Owner's lot. Other vehicles including recreational vehicles, trailers, boats, campers, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall not be parked or stored in the set-back easement area (front of house to street), and must be screened behind a 6' (six) foot privacy fence. Any vehicle must be parked on a solid surface driveway. Parking on public streets is in accordance with Kaysville City Municipal Code. A special permit may be obtained from the Board for short term guest parking of such recreational vehicles if needed.

**3.8 VEHICLES IN DISREPAIR.** Vehicles that are inoperable or in an extreme state of disrepair may not be parked upon any Lot or street unless stored in an enclosed garage without written approval of the Board of Directors.

**3.9 RUBBISH AND TRASH.** No part of Owner's Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind. All trash containers must be stored out of view, to the back or on the side of the dwelling. All trash and recycling containers shall be removed from the street within 24 (twenty-four) hours of disposal service being provided.

**3.10 COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** The construction of any Improvement (including but not limited to a residence) on any Lot, including painting and all exterior finish, shall be completed within eighteen (18) months from the beginning of construction so as to present a finished appearance when viewed from any angle. This provision may be extended for a reasonable length of time upon written approval from the Board of Directors. The building area shall be kept reasonably clean and in a workmanlike order.

**3.11 TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a permanent residence.

**3.12 FENCES.** All fences shall be kept in good repair and shall be no more than six (6) feet in height and constructed of vinyl, masonry, or decorative metallic fencing material.

**3.13 MAXIMUM HEIGHT AND SETBACK REQUIREMENTS.** Each Lot shall be subject to the setback requirements and residence height requirements established by local city/county ordinances.

**3.14 WEED CONTROL.** Owners are to control noxious weeds on their Lots.

**3.15 GRADES, SLOPES AND DRAINAGE.** Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes, and courses related thereto over any Lot or Common Area without the express written permission of the Board of Directors.

**3.16 ASSOCIATION RULES AND REGULATIONS.** In addition, the Association, through the Board of Directors, from time to time, may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Project.

**3.17 LANDSCAPING.** Owners must maintain landscaping on their Lot at all times. The landscaping area includes the entire width of the lot visible from any subdivision road or adjacent Association Lot. Front setback landscaping must include at least 60% turf grass (excluding concrete driveways and sidewalks) without any unmaintained or unimproved areas (gravel/road base is considered unmaintained/unimproved). Decorative landscaping rock and bark, planter beds, and groundcovers are acceptable landscaping materials for up to 40% (not including driveways & sidewalks) of front setback. In order for the backyard to remain un-landscaped/unimproved, a 6' solid privacy fence is required on the full perimeter of the Lot. Landscaping elements on a Lot that may reasonably be deemed extreme or out of the general character of the other Lots are not allowed. Owners will maintain landscaping by proper watering, mowing and weeding as described above in 3.5 & 3.14.

**3.18 STORAGE YARDS.** There shall be no clothes lines, storage yards, or service yards. Exterior mechanical equipment must be screened with 6' solid privacy fencing.

**3.19 DIVISION OF LOTS.** The division of any Lot is prohibited.

**3.20 VARIANCES.** Variances to the standards/design standards contained in this Declaration may be granted by the Directors when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. Each such variance must be approved by a majority of the Directors. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the provisions and circumstances covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. The Directors shall not delegate to any single member or group of members or to any other person the power to grant variances. No variance shall be granted if that variance has the effect of modifying applicable City zoning or building code regulations. Any request for variance must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the Directors within thirty (30) business days after the Association's receipt of a written request for same. The Directors shall provide written notification of approval or disapproval. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval. In the event that the Directors shall fail to act within the thirty (30) day period, the requested variance shall be deemed disapproved, and within fifteen (15) days from said date the Directors shall provide written notification of the reasons for such disapproval.

## ARTICLE 4

### ARCHITECTURAL REVIEW

#### OBJECTIVE

**THE ESSENCE OF THIS SECTION SHALL BE TO CREATE AND MAINTAIN A HIGH STANDARD OF CONSTRUCTION AND AESTHETICS FOR THE PROTECTION OF ALL LOT OWNERS.**

**4.1 ARCHITECTURAL REVIEW COMMITTEE CREATED.** The Architectural Review Committee will consist of three (3) Owners, at least two (2) of whom shall be members of the Board of Directors. The Board shall use its enforcement powers to ensure that the Architectural Review Committee's actions result in buildings which are consistent with the Design Guidelines.

**4.2 APPROVAL OF RENOVATIONS AND ADDITIONAL LOT IMPROVEMENTS.** The following delineates renovations and additional improvements for approval by the Architectural Review Committee.

- a.) Out Buildings. The construction, erection or placement of an out building of any kind in excess of 200 square feet, including but not limited to any garage, storage unit, pavilion, gazebo, or structures.
- b.) Approval of Renovations and Additional Lot Improvements. All additions or other exterior modifications to Existing Improvements, this includes but is not limited to alterations to existing colorations, roofing, resurfacing, additions, renovations, and relocation of exterior elements.
- c.) Paved Areas. Any new paved area or other hard surface on the Lot exceeding 200 sqft.
- d.) Tall Improvements. Any Improvement (Fences separately restricted under 3.12 above) exceeding eight (8) feet in height, including but not limited to antennae, flagpoles, lights, rock structures, sports courts etc. See definition of Improvements paragraph 1.1K above.
- e.) Landscape Design. General landscaping additions or modifications, including but not limited to landscape redesign, retaining walls, water features, or large rock arrangements.
- f.) Solar Collectors. Solar collectors of any kind.

**4.3 APPROVAL PROCESS.** Approval of the Architectural Review Committee will be sought in the following manner:

- a.) Plans Submitted. Plans for the construction of any Additional Improvements must be submitted to the Architectural Review Committee. It is highly recommended that a preliminary plan be submitted for review before the expense of final drawings is incurred. The plan or plans must include the following: 1) A dimensioned site plan of the Lot including all existing improvements. 2) A dimensioned site plan of the Lot including all proposed improvements. 3) Detailed drawings of any elevation of any improvement that will change. The elevations must indicate locations of windows, doors, roof pitches, decks and other exterior elements. All exterior materials or finishes must be called out including the color; the committee may request samples of the material or finish. 4) A landscape plan showing the location of existing landscaped areas, driveways, walkways, patios, decks, and other hard surfaces, indicate the areas to

be disturbed by construction. 5) A landscape plan showing the location of the proposed landscaped areas, driveways, walkways, patios, decks and other hard surfaces. 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.

b.) Review Fee. The Architectural Review Committee may assess a fee for the professional review of the submitted plans. The Owner will be notified prior to any assessed fee.

c.) Review of Plans Submitted. Within thirty (30) days from receipt of a complete set of submitted plans, the Architectural Review Committee will review the plans and make a determination whether or not the plans comply with the conditions imposed by the Declaration and the standards developed by the Committee. If the Architectural Review Committee does not make a determination within the thirty (30) day limit, the plans will be accepted by default per homeowner request. The Architectural Review Committee may approve the plans subject to specific modifications or conditions. Upon approval, the Architectural Review Committee and the Owner will sign a copy of the plans to be left with the Architectural Review Committee.

d.) Preliminary Plans. Owners are encouraged to submit preliminary plans for review. The Architectural Review Committee will review preliminary plans and make comments to the Owner.

e.) Written Record. The Architectural Review Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of three years. The Architectural Review Committee will also provide evidence of this approval for the City if requested by the Owners.

**4.4 APPEAL OF ACTION OF THE ARCHITECTURAL REVIEW COMMITTEE.** No Appeal shall be granted if that variance has the effect of modifying applicable City zoning or building code regulations of the Subdivision. Other requests for an appeal of a decision made by the Architectural Review Committee must be in writing and specify the variance requested and the reasons for such variance. The appeal will be reviewed by the Board within thirty (30) days after the receipt of a written request. The Board shall provide written notification of approval or disapproval of the appeal. Notification of disapproval shall include a reasonably detailed explanation of the reasons for such disapproval or conditions upon which the variance might be granted.

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

**4.6 BOARD AND ARCHITECTURAL REVIEW COMMITTEE NOT LIABLE.** The Board and the Architectural Review Committee shall not be liable to the Owner for any damages, or costs to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted for review.

**4.7 LIMITATIONS ON REVIEW.** The Architectural Review Committee's review is limited to those matters expressly granted in this Declaration. The Architectural Review 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 bring into conformity with applicable codes must be approved by the Architectural Review Committee prior to construction.



**4.8 CONSTRUCTION RULES.** The Architectural Review Committee may impose reasonable rules and regulations to minimize the inconvenience to adjoining Owners during the period of construction.

## ARTICLE 4B

### Architectural Guidelines

**4B.** The following architectural guidelines shall apply to all units constructed on the property in addition to any requirements of Kaysville City Corporation, and shall be reviewed for compliance by the Architectural Review Committee.

**4B.1 Dwelling Size.** The following above ground minimum finished square footages shall apply to all dwelling units constructed on the Property.

- (a) One Story Dwellings. The minimum above ground square footage shall be 1,200 square feet.
- (b) Two Story Dwellings. The minimum above ground square footage shall be 1,800 square feet.
- (c) Multi-Level Dwellings. The minimum above ground square footage shall be 1,600 square feet.

The Architectural Review Committee reserves the right to grant exceptions to the above restrictions in order to place an appropriate home on a specific lot due to slope restrictions, existing easements, lot irregularity, or for any other reason they deem appropriate.

**4B.2 Exterior Materials of Dwelling.** All Dwellings shall maintain exterior finish materials of brick, stone and/or stucco, or approved comparable material. A minimum coverage of thirty percent (30%) brick and/or stone or approved comparable material must be on the front of the residential dwelling. Roofing materials shall be 30-year asphalt type shingles or equivalent. All additions to a Residence will also comply with these requirements. All new exterior building materials and colors shall be approved by the Architectural Review Committee.

**4B.3 Exterior Materials of Other Structures greater than 200 sqft.** All Structures on a lot shall use exterior materials of brick, stone and/or stucco, or approved comparable material. No aluminum or vinyl siding will be allowed. Roofing materials shall be 30-year asphalt type shingles or equivalent. All exterior building materials and colors shall be approved by the Architectural Review Committee.

**4B.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 approval of the Architectural Review Committee. If alterations are being made, approval is required. 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 further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing.

## Article 5

### ASSOCIATION

An association of all of the Lot Owners within the Property was lawfully organized under the name "Kaysville Pheasantbrook Homeowners Association, Inc." The Association has such property, powers, and obligations as are set forth in this Declaration and its Bylaws for the benefit of the Property and all Lot Owners. As more fully described in this Declaration and the Bylaws, the Association shall be governed by a Board of Directors, each member of which shall be a Lot owner and member of the Association.

**5.1 ORGANIZATION.** The Association was organized and created as a nonprofit corporation under the general nonprofit corporation laws of the State of Utah. The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association. The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Board of Directors.

**5.2 MEMBERSHIP.** Every Owner of one or more Lots within the Property shall, during the entire period of such Owner's ownership of one (1) or more Lots within the Property, be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

**5.3 VOTING RIGHTS.** Each Lot Owner is entitled to one (1) vote for each Lot that member owns. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for the purposes of determining a quorum.

**5.4 GENERAL POWERS AND OBLIGATIONS.** The Association shall have, exercise and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration;
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- (c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;
- (d) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the property;

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

**5.5 SPECIFIC POWERS AND DUTIES.** The powers and duties of the Association shall include, without limitation, the following:

- (a) **MAINTENANCE AND SERVICES.** The Association shall provide maintenance and services for the Project as provided in Article 6 and other provisions of this Declaration.
- (b) **INSURANCE.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no

obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(c) **RULEMAKING.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules and Regulations as provided in Section 3.16 of this Declaration.

(d) **ASSESSMENTS.** The Association shall adopt budgets and impose and collect Assessments as provided in Article 7 of this Declaration.

(e) **ENFORCEMENT.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration adopted by the Association and the Rules and Regulations adopted by the Board, including, without limitation, enforcement of the decisions of the Architectural Review Committee.

(f) **EMPLOYMENT OF AGENTS, ADVISERS, AND CONTRACTORS.** The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, accountants, recreational experts, architects, planners, lawyers, or what is convenient for the management, maintenance, and operation of the Property.

**5.6 LIABILITY.** A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of gross negligence. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

## ARTICLE 6

### MAINTENANCE

**6.1 MAINTENANCE OF COMMON AREAS.** The Association shall perform all maintenance upon the Common Areas, including but not limited to grass, trees, walks, street lighting, walkways, and the common water system unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in a safe condition to at least applicable county ordinance standards and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended.

**6.2 MAINTENANCE OF UTILITIES.** The Association shall perform or contract to perform maintenance of all private utilities within the Common Areas, or private streets, such as sanitary sewer service lines; domestic water service lines, pumps, pump storage facilities; storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Each Owner shall be responsible for maintaining utility lines within his Lot.

**6.3 SERVICES.** The Association shall provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, garbage and trash removal for Common Areas and security services.

## ARTICLE 7

### ASSESSMENTS

**7.1 PURPOSE OF ASSESSMENTS.** The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas.

**7.2 TYPES OF ASSESSMENTS.** The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, Individual Assessments, and an Initial Setup Assessment all as more particularly described below.

**7.3 APPORTIONMENT OF ASSESSMENTS.** All Lots shall pay a pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Lots subject to Assessment. Where an Owner owns more than one (1) Lot, the apportioned assessments shall be paid on each Lot owned.

**7.4 ANNUAL ASSESSMENTS.** The Board of Directors of the Association shall from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessments and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 7.9 below. Annual Assessments for such operating expenses and reserves ("Annual Assessments") shall then be apportioned among the Lots as provided in Section 7.3 above. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

**7.5 SPECIAL ASSESSMENTS.** In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment ("Special Assessment"), applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments ("Special Assessment"). Special Assessments which in the aggregate in any fiscal year exceed an amount equal to thirty percent (30%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be apportioned as provided in Section 7.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

**7.6 EMERGENCY ASSESSMENTS.** If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, notes as to the reason therefore, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Any Emergency Assessment which in the aggregate in any fiscal year would exceed an amount equal to twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Emergency Assessments shall be apportioned as set forth in Section 7.3 above and payable as determined by the Board of Directors.

**7.7 INDIVIDUAL ASSESSMENTS.** Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments may include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lots or its Owner into compliance with the provisions of this Declaration or the rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due 30 days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

**7.8 OPERATIONS FUND.** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 7.9, separate and apart from its other funds, in an account to be known as the "Operations Fund." The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

- (a) Payment of the cost of maintenance, utilities, and services as described in Article 6.
- (b) Payment of the cost of insurance as described herein or in the Bylaws of the Association.
- (c) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

**7.9 RESERVE FUND.** The Association may establish a reserve fund for replacement of those items to be maintained by the Association all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years ("Reserve Fund"). Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The Reserve Fund shall be used only for replacement of Common Areas as determined by the Board of Directors and shall be kept separate from the Operations Fund. The Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments, Special Assessments or Emergency Assessments with the approval of a majority of the Lot Owners. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments for the Reserve Fund may be reduced, eliminated, or decreased the same way Annual Assessments/Budgets are approved as defined in the ByLaws. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to individual sellers or Owners of Lots.

**7.10 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Article 8, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 8 below.

**7.11 NOTIFICATION OF SALE AND REINVESTMENT FEE.** Concurrently with the consummation of the sale or other transfer of any Lot, or within fourteen (14) days after the date of such transfer, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable Reinvestment Fee payable pursuant to the Rules, to cover Association documentation and processing and further benefit the Association. The Reinvestment Fee is \$100.00. The written notice shall set forth the name of the transferee and the transferor, the street address of the Lot purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The Reinvestment Fee shall be the personal obligation of the new Owner and shall be secured by the lien.

## ARTICLE 8

### ENFORCEMENT

**8.1 USE OF COMMON AREAS.** In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association, or other rules adopted by the Association governing the use of the Common Areas, then the Association, acting through its Board of Directors, shall notify the Owner in writing that the violations exist and that he/she is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend his voting rights and rights to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the Operations Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner access to and from his Lot.

**8.2 NONQUALIFYING IMPROVEMENTS AND VIOLATION OF GENERAL PROTECTIVE COVENANTS.** In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, then the Association acting through its Board of Directors shall notify the Owner(s) in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the Improvements thereon and his use thereof, into conformance with this Declaration at the Owner's sole expense. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within thirty (30) days of written notice to the Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following:

(a) Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Bring suit of action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

**8.3 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN.** If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date,

such assessment or charge shall become delinquent and a late fee of \$25 per month (this fee can be modified by majority vote of Board of Directors per 8.5 below ) will be charged to the Owner. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owners voting rights.

(b) The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Utah County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Owner is leasing his Lot or any portion thereof, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Directors shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(e) The Association shall have any other remedy available to it by law or in equity.

**8.4 SUBORDINATION OF LIEN TO MORTGAGES.** The Lien of the assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

**8.5 FEES, EXPENSES, AND ATTORNEY'S FEES.** Any amount not paid to the Association when due in accordance with this Declaration shall be charged a monthly late fee for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall file a notice of lien, the lien amount shall also include fees including but not limited to, the recording fees associated with filing the notice, a fee for preparing the notice of lien, and a fee for releasing said lien upon satisfaction of delinquent assessment. These fees will be established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to

foreclose a lien, the Owner defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report and any and all attorney fees.

**8.6 NON EXCLUSIVENESS AND ACCUMULATION OF REMEDIES.** An election by the Association to pursue any remedy provided for in violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

## ARTICLE 9

### MORTGAGEES

**9.1 RIGHTS OF ELIGIBLE MORTGAGE HOLDERS.** As used in this Section an "Eligible Mortgage Holder" is defined as the holder of any mortgage encumbering a Lot that has given written notice to the Association of said mortgage, which notice shall include the name, mailing address, phone number, and contact person of such mortgage holder. Any Eligible Mortgage Holder shall be entitled to:

(a) upon request, inspect the books and records of the Association during normal business hours;

(b) receive written notice of meetings of the Association where the consent of any Eligible Mortgage Holder is required;

(c) upon request, obtain copies of Association financial statements;

(d) receive written notice of condemnation proceedings affecting any Association property;  
and

(e) receive written notice of the lapse of any insurance that the Association is required to maintain under this Declaration.

## ARTICLE 10

### INSURANCE

**10.1 TYPES OF INSURANCE.** For the benefit of the Association and its members, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, such insurance as the Board of Directors may determine to be advisable for the Association, including but not limited to: Common Area property insurance, liability insurance, fidelity insurance, workmen's compensation.

**10.2 DIRECTORS AND OFFICERS LIABILITY INSURANCE.** The Association shall maintain a policy of Directors' and Officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

**10.3 INSURANCE BY LOT OWNERS.** Each Lot Owner shall be responsible for obtaining, at such Lot Owner's expense, insurance against his or her liability, and property insurance covering his or her Lot and its Improvements.

## ARTICLE 11



## MISCELLANEOUS PROVISIONS

**11.1 AMENDMENT.** This Declaration or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners holding not less than sixty six percent (66%) of the voting rights in the Association. Any such amendment or repeal shall become effective only upon the recordation, in the Davis County Recorder's Office, of a certificate of the President or Secretary of the Association setting forth in full the amendment, amendments, or repeal so approved and certifying that said amendment, amendments, or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section change the boundaries of any Lot unless the Owners of the affected Lots unanimously consent to the amendment.

**11.2 JOINT OWNERS.** In any case in which two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one (1) or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

**11.3 LESSEES AND OTHER INVITEES.** Lessees, invitees, contractors, family members, and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvements, or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner him/herself.

**11.4 TERMINATION.** This Declaration may be terminated only if all the Owners and Eligible Mortgage Holders (as defined in Section 9.1), agree to such termination by an executed acknowledged instrument duly recorded in the real estate records of Davis County, Utah.

**11.5 NONWAIVER.** Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**11.6 GOVERNING DOCUMENT CONFLICTS.** If this Declaration conflicts in any way with the Association's Bylaws, Articles of Incorporation, or any rules and regulations, this Declaration shall trump and govern.

**11.7 CONSTRUCTION; SEVERABILITY; NUMBER; CAPTIONS.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**IN WITNESS WHEREOF,** the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting Kaysville Pheasantbrook Homeowners Association, Inc., with the necessary approval of the Lot owners as required herein, on the \_\_\_\_\_ day of

July 30, 2015.

**KAYSVILLE PHEASANTBROOK HOMEOWNERS  
ASSOCIATION, INC.**

BY: Scott Rollin

TITLE: President

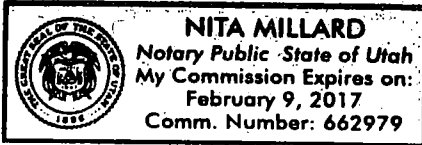
STATE OF UTAH )

) SS:

COUNTY OF DAVIS )

On the 30 day of July 2015, who by me being duly sworn, did say that he/she is the  
HOA President of the Kaysville Pheasantbrook Homeowners Association, Inc., and that the  
foregoing instrument was properly ratified by at least 67% of the voting interests of the Association.

Nita Millard  
Notary Public



**EXHIBIT A**

After Recording Return to:  
PO Box 903  
Kaysville, UT 84037

**NOTICE OF REINVESTMENT FEE**

**Kaysville Pheasantbrook Homeowners Association, Inc.**, has a reinvestment fee covenant. The burden of the reinvestment fee covenant is intended to run with the land and to bind successors in interest and assigns. The existence of the reinvestment fee covenant precludes the imposition of additional reinvestment fee covenants on the property described in Exhibit "A" ("Burdened Property"). The reinvestment fee is required to be paid to benefit the Burdened Property.

Association Name and Address: Kaysville Pheasantbrook Homeowners Association, Inc., PO Box 903, Kaysville, UT 84037

Duration: The duration of the reinvestment fee is perpetual.

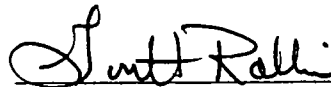
Authority: The Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for and Respecting Kaysville Pheasantbrook Homeowners Association, Inc. specifically authorizes the Reinvestment Fee in Section 7.11

Purpose: The purpose of the reinvestment fee is to cover association expenses, including without limitation: administrative expenses; purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair or replacement of association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds; common planning, facilities, and infrastructure expenses; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; or charitable expenses.

Reinvestment Fee Amount: The reinvestment fee is \$100.00.

Dated: May 22, 2015.

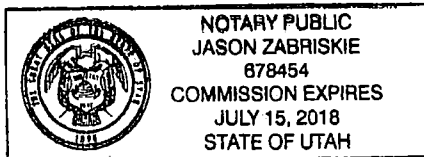
Kaysville Pheasantbrook Homeowners Association, Inc.

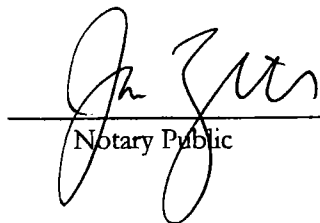


By: Garth Rollins  
Its Authorized Representative

STATE OF UTAH        )  
                              :SS  
County of Davis)

The execution of the foregoing instrument was acknowledged before me this 22 day of ~~September~~ <sup>May</sup>, 2015 by Garth Rollins, an Authorized Representative of Kaysville Pheasantbrook Homeowners Association, Inc., to sign this document, and who is personally known to me or who has provided an acceptable and adequate identification.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION - KAYSVILLE PHEASANTBROOK HOMEOWNERS ASSOCIATION**

April 11, 2015

Garth Rollins, President  
Kaysville Pheasantbrook HOA  
1973 Heywood Street  
Kaysville, UT 84037

Dear Garth,

The purpose of this letter is to document the outcome of the recent Kaysville Pheasantbrook HOA homeowners meeting, held today, April 11, 2015 in Kaysville. I have assisted in a volunteer capacity to tally votes over the years, and you asked me to assist in this capacity again today. Below are some of the key items pertaining to the vote:

The issue voted upon was the adoption of changes to the Conditions, Covenants and Restrictions ("CC&Rs") for the Kaysville Pheasantbrook Home Owners Association. Prior to the meeting, certain homeowners had signed Proxy documents appointing certain individuals to vote in their stead. The detail of the proxy voters was as follows:

Garth Rollins	52
Shan Kettle	36
Russ Anderson	27
Nannette Lowder	19
Tim Plaizer	16
DeRay Young	13
Ezra "Zeb" Harris	<u>12</u>
Total	175

After discussion of the CC&R changes, a vote was taken, by ballot. Attending the meeting were households included in the counts above, plus an additional 21 households who voted either for or against the CC&R changes. I tallied the ballots, and asked for a vote by the proxy voting individuals noted above. All proxy voters voted FOR the adoption of the CC&R changes. Also, of the 21 households voting, 19 voted FOR the adoption of the CC&R changes, one voted AGAINST, and one voted FOR—with conditions attached.

The net result was that a total of 194 households voted FOR adopting the revised CC&Rs.

Respectfully,



J. Brad Peacock  
1837 Cooper Street, Kaysville

E 1913222 B 3380 P 601  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 SEP 23 9:35 AM FEE 37.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

SEPTEMBER 23, 2003  
FIELDSTONE PARTNERS LLC

PHEASANTBROOK NORTH  
SUBDIVISION PHASE 1A  
LOTS 147 THRU 152 &  
COMMON AREA  
NE 5 3N-1W  
OUT OF 08-014-0031  
NEW # 08-313 +  
FILE # 3911

LEGAL DESCRIPTION:

A parcel of land lying and situate in the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 2.11 acres out of that particular 51.31 acre parcel of land described as "Upland Parcel" on that certain record of survey performed by Robinson, Biehn and Biehn, Inc., certified by Ted M. Biehn, known as Job Number 3209-3B and filed with the Davis County Surveyor as File Number 3521. Basis of Bearing for Subject parcel being North 89°54'47" East (North 89°54'36" East per said record of survey) 4328.65 feet (measured) between the standard Davis County brass cap monument monumentalizing the Northwest corner of said Section 5 and the Davis Surveyors Witness Monument set in the top of curb on the Westerly side of Angel Street at the point of intersection with said North Section line, as shown on that certain Section Corner Ties Sheet, filed at Page 469 in said Surveyors Office. Subject Parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 5, thence North 89°54'47" East 4328.65 feet coincident with the North line of said Section 5 and South 00°05'13" East 787.26 feet and North 89°54'47" East 925.51 feet to the Northeast corner of Davids Place Subdivision, recorded as Entry Number 1244758, in Book 1995, at Page 1124 of the Davis County Records and the true point on beginning; Thence South 50°15'32" East 13.85 feet coincident with said Right of Way to the Northeast corner of that particular parcel of land transferred by that certain Warranty Deed recorded as Entry Number 19802, in Book Y, at Page 217 of said records; Thence South 37°15'16" West 937.92 feet coincident with the Northerly line of said parcel; Thence North 52°44'44" West 131.57 feet; Thence North 37°15'16" East 545.00 feet; Thence North 52°44'44" West 40.09 feet to the Southwest corner of that particular parcel of land transferred by that certain Warranty Deed recorded as Entry Number 928157, in Book 1414, at Page 452 of said records; Thence North 39°44'28" East 126.43 feet coincident with the Southerly line of said parcel to the Northwest corner of Davids Place Subdivision, Lot 1 recorded as Entry Number 1244758, in Book 1995, at Page 1124 of said records; Thence the following two (2) courses coincident with the Westerly and Southerly lines of said subdivision

(1) South 50°15'32" East 151.82 feet to the Southwest corner thereof; (2) North 37°23'36" East 273.80 feet to the Southeast corner thereof and the true point of beginning.  
Contains 2.21 acres more or less, 6 Lots

AGCS  
TX

Kaysville Pheasantbrook Homeowners Assoc.

Phase 1A

Plus Common Area Parcels  
August 5, 2015

147	1A	1576 Galbraith Lane	08-313-0147
148	1A	1568 W. Galbraith Lane	08-313-0148
149	1A	1560 Galbraith Lane	08-313-0149
150	1A	1552 Galbraith Lane	08-313-0150
151	1A	1544 W. Galbraith Lane	08-313-0151
152	1A	1536 W. Galbraith Lane	08-313-0152
	1A	common areas	none



110.00  
KAY

2884976  
BK 6323 PG 307

E 1926342 B 3403 P 334  
RICHARD T. NAUGHAM, DAVIS CNTY RECORDER  
2003 OCT 24 10:51 AM FEE 110.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

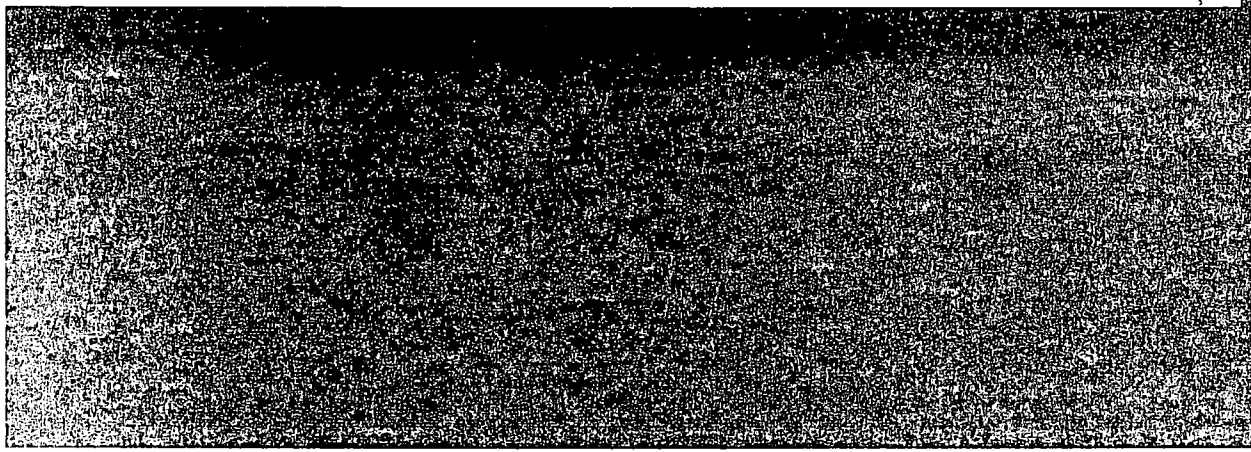
OCTOBER 17, 2003  
FIELDSTONE PARTNERS LLC

PHEASANTBROOK NORTH  
SUBDIVISION PHASE 1B  
LOTS 101 THRU 146 & PARCEL  
A & COMMON AREAS 1, 2, 3  
NE 5 3N-1W  
OUT OF 08-014-0031, 0029  
NEW # 08-317 +  
FILE # 3932

**LEGAL DESCRIPTION:**

A parcel of land lying and situate in the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 22.14 acres out of that particular 51.31 acre parcel of land described as "Upland Parcel" on that certain record of survey performed by Robinson, Blehn and Blehn, Inc., certified by Ted M. Blehn, known as Job Number 3209-3B and filed with the Davis County Surveyor as File Number 3521. Basis of Bearing for Subject parcel being North 89°54'47" East (North 89°54'36" East per said record of survey) 4328.65 feet (measured) between the standard Davis County brass cap monument monumentalizing the Northwest corner of said Section 5 and the Davis Surveyors Witness Monument set in the top of curb on the Westerly side of Angel Street at the point of intersection with said North Section line, as shown on that certain Section Corner Ties Sheet, filed at Page 469 in said Surveyors Office. Subject Parcel being more particularly described as follows:

Beginning at a point on the Southwesterly line of said "Upland Parcel" said point being located North 89°54'47" East 3176.37 feet coincident with the North line of said Section 5 and South 00°05'13" East 1433.06 feet from the Davis County brass cap monument monumentalizing the Northwest corner of said Section 5; Thence North 53°21'50" East 200.00 feet;  
Thence North 36°40'44" West 22.21 feet; Thence North 53°19'16" East 428.69 feet;  
Thence South 39°42'07" East 78.77 feet; Thence North 50°30'12" East 103.22 feet;  
Thence South 39°29'48" East 185.50 feet; Thence South 50°30'12" West 32.49 feet;  
Thence South 38°33'24" East 526.55 feet to a point on the arc of a 472.50 foot radius curve to the left; Thence Northeasterly 60.22 feet along the arc of said curve through a central angle of 07°18'11" (Center bears North 40°50'30" West) to a point on a radial line;  
Thence South 48°08'40" East 55.00 feet; Thence South 51°46'25" East 142.22 feet;  
Thence North 37°15'16" East 292.75 feet to the Northwest corner of Lot 6, Pheasantbrook North Subdivision Phase 1A, according to the official plat thereof; Thence South 52°44'44" East 131.57 feet coincident with the Southerly line of said Lot 6 to the Southeast corner thereof and a point on the Northwesterly line of that particular parcel of land transferred by that certain Warranty Deed recorded as Entry Number 19802, in Book Y, at Page 217 of the Davis County Records as shown on said Record of Survey; Thence the following two (2) courses coincident with said Northwesterly line  
(1) South 37°15'16" West (South 37°15'00" West per said Record of Survey) 907.88 feet;  
(2) South 38°30'16" West (South 38°30'00" West per said Record of Survey) 292.50 feet to the Southeast corner of said "Upland Parcel"; Thence North 36°40'44" West (North 36°41'00" West per said Record of Survey) 1319.18 feet to the point of beginning.  
Contains 22.14 acres more or less, 46 Lots.



101	1B	558 Wellington Dr.	08-317-0101
102	1B	550 S. Wellington Dr.	08-317-0102
103	1B	542 Wellington Dr.	08-317-0103
104	1B	528 S. Wellington Dr.	08-317-0104
105	1B	516 S. Wellington Dr.	08-317-0105
106	1B	508 S. Wellington Dr.	08-317-0106
107	1B	492 Wellington Dr.	08-317-0107
108	1B	480 S. Wellington Dr.	08-317-0108
109	1B	464 S. Wellington Dr.	08-317-0109
110	1B	444 S. Wellington Dr.	08-317-0110
111	1B	428 S. Wellington Dr.	08-317-0111
112	1B	427 S. Wellington Dr.	08-317-0112
113	1B	435 S. Wellington Dr.	08-317-0113
114	1B	447 S. Wellington Dr.	08-317-0114
115	1B	459 S. Wellington Dr.	08-317-0115
116	1B	475 S. Wellington Dr.	08-317-0116
117	1B	487 S. Wellington Dr.	08-317-0117
118	1B	499 S. Wellington Dr.	08-317-0118
119	1B	511 S. Wellington Dr.	08-317-0119
120	1B	519 S. Wellington Dr.	08-317-0120
121	1B	531 S. Wellington Dr.	08-317-0121
122	1B	545 S. Wellington Dr.	08-317-0122
123	1B	553 S. Wellington Dr.	08-317-0123
124	1B	546 Lincolnshire Way	08-317-0124
125	1B	530 S. Lincolnshire Way	08-317-0125
126	1B	518 S. Lincolnshire Way	08-317-0126
127	1B	506 S. Lincolnshire Way	08-317-0127
128	1B	494 S. Lincolnshire Way	08-317-0128
129	1B	482 S. Lincolnshire Way	08-317-0129
130	1B	470 Lincolnshire Way	08-317-0130
131	1B	454 S. Lincolnshire Way	08-317-0131
132	1B	442 Lincolnshire Way	08-317-0132
133	1B	430 Lincolnshire Way	08-317-0133
134	1B	1636 S. Crestmont Way	08-317-0134

Kaysville Pheasantbrook Homeowners Assoc.  
Phase 1B  
Plus Common Area Parcels  
August 5, 2015

Kaysville Pheasantbrook Homeowners Assoc.

Phase 1B

Plus Common Area Parcels

August 5, 2015

135	1B	433 Lincolnshire Way	08-317-0135
136	1B	449 S. Lincolnshire Way	08-317-0136
137	1B	465 S. Lincolnshire Way	08-317-0137
138	1B	481 Lincolnshire Way	08-317-0138
139	1B	497 S. Lincolnshire Way	08-317-0139
140	1B	1611 Barrington Dr.	08-317-0140
141	1B	1623 W. Barrington Dr.	08-317-0141
142	1B	541 S. Lincolnshire Way	08-317-0142
143	1B	1612 W. Galbraith Lane	08-317-0143
144	1B	1604 W. Galbraith Lane	08-317-0144
145	1B	1592 Galbraith Lane	08-317-0145
146	1B	1584 Galbraith Lane	08-317-0146
	1B	Common area	08 317 0147
	1B	Common area	08 317 0148
	1B	Common area	08 317 0149
	1B	Common area	08 317 0150

7700  
Kays

E 1988420 B 3545 P 388  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 MAY 21 9:33 AM FEE 77.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

MAY 12, 2004  
FIELDSTONE PARTNERS LLC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 2A  
LOTS 244 THRU 259 & OPEN SPACE  
NE 5 3N - 1W  
OUT OF 08-014-0033  
NEW # 08-325 +  
FILE #4029

LEGAL DESCRIPTION

A parcel of land lying and situate in the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 7.42 acres out of that particular 51.31 acre parcel of land described as "Upland Parcel" on that certain record of survey performed by Robinson, Blehn and Blehn, Inc., certified by Ted M. Blehn, known as Job Number 3209-3B and filed with the Davis County Surveyor as File Number 3521. Basis of Bearing for Subject parcel being North 89°54'47" East (North 89°54'36" East per said record of survey) 4328.65 feet measured) between the standard Davis County brass cap monument monumentalizing the Northwest corner of said Section 5 and the Davis Surveyors Witness Monument set in the top of curb on the Westerly side of Angel Street at the point of Intersection with said North Section line, as shown on that certain Section Corner Ties Sheet, filed at Page 469 in said Surveyors Office. Subject Parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5, thence North 89°54'47" East 3668.00 feet coincident with the North line of said Section 5 and perpendiculary South 00°05'13" East 1040.58 feet to a point on the Southwesterly line of Angel's Way Cluster Subdivision Phase 1, according to the Official Plat thereof and the POINT OF BEGINNING; Thence the following three (3) courses coincident with the perimeter of Pheasantbrook North Subdivision Phase 1B, according to the Official Plat thereof (1) South 53°19'16" West 428.69 feet; (2) South 36°40'44" East 22.21 feet (3) South 53°21'50" West 200.00 feet to a point on the Southwesterly line of said "Upland Parcel"; Thence the following two (2) courses coincident with the perimeter of said "Upland Parcel" (1) North 36°40'44" West 652.05 feet (2) North 52°44'00" East 385.64 feet; Thence South 36°37'41" East 313.95 feet; Thence North 53°19'16" East 226.45 feet; Thence South 39°42'07" East (South 39°42'23" East per Angel's Way Plat) 320.45 feet coincident with said Southwesterly line of Angel's Way Cluster Subdivision Phase 1 to the POINT OF BEGINNING.

Contains 7.42 acres, 16 Lots.

ABSS  
TXS

Kaysville Pheasantbrook Homeowners Assoc.

Phase 2A

Plus Common Area Parcels

August 5, 2015

244	2A	412 S. Wellington Dr.	08-325-0244
245	2A	406 S. Wellington Dr.	08-325-0245
246	2A	398 S. Wellington Dr.	08-325-0246
247	2A	390 S. Wellington Dr.	08-325-0247
248	2A	382 S. Wellington Dr.	08-325-0248
249	2A	374 Wellington Dr.	08-325-0249
250	2A	366 S. Wellington Dr.	08-325-0250
251	2A	367 S. Wellington Dr.	08-325-0251
252	2A	379 S. Wellington Dr.	08-325-0252
253	2A	387 S. Wellington Dr.	08-325-0253
254	2A	395 S. Wellington Dr.	08-325-0254
255	2A	409 Wellington Dr.	08-325-0255
256	2A	1787 W. Bently Circle	08-325-0256
257	2A	1773 W. Bentley Circle	08-325-0257
258	2A	1770 W. Bently Circle	08-325-0258
259	2A	1782 W. Bently Circle	08-325-0259
	2A	Common area	08 325 0260
	2A	Common area	08 325 0261
	2A	Common area	08 325 0262
	2A	Common area	08 325 0263

103<sup>00</sup>  
+ 43

2884976  
BK 6323 PG 312

2032088

0405

BK 3668 PG 405

E 2032088 B 3668 P 405  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/18/2004 12:45 PM  
FEE \$103.00 Pgs: 1  
DEP RTT REC'D FOR KAYSVILLE CITY C  
ORP

NOVEMBER 10, 2004  
FIELDSTONE HOMES UTAH LLC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 2B  
LOTS 201 THRU 243  
NE 5 3N - 1W  
OUT OF #08-014-0040  
NEW #08-345 +  
FILE # 4134

LEGAL DESCRIPTION

A parcel of land lying and situate in the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah comprising 17.815 acres out of that particular 51.31 acre parcel of land described as "Upland Parcel" on that certain record of survey performed by Robinson, Biehn and Biehn, Inc., certified by Ted M. Biehn, known as Job Number 3209-3B and filed with the Davis County Surveyor as File Number 3521. Basis of Bearing for Subject parcel being North 89°54'47" East (North 89°54'36" East per said record of survey) 4328.65 feet measured between the standard Davis County brass cap monument monumentalizing the Northwest corner of said Section 5 and the Davis Surveyors Witness Monument set in the top of curb on the Westerly side of Angel Street at the point of intersection with said North Section line, as shown on that certain Section Corner Ties Sheet, filed at Page 469 in said Surveyors Office. Subject Parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5, thence North 89°54'47" East 4947.80 feet coincident with the North line of said Section 5 and perpendicular South 00°05'13" East 776.54 to the POINT OF BEGINNING; Thence coincident with the North line of that particular parcel of land transferred by that certain Warranty Deed recorded as Entry Number 928157, in Book 1414, at Page 452 of the Davis County Records, Thence the following two (2) courses coincident with the perimeter of said parcel (1) South 39°44'28" West 213.30 feet (2) South 50°15'32" East 100.00 feet to the Northwest corner of Lot 152, Pheasantbrook North Subdivision (Phase 1A), according to the Official Plat thereof, Thence South 52°44'44" East 40.09 feet; Thence South 37°15'16" West 837.75 feet coincident with the perimeter of said Phase 1A and Phase 1B to the Southeast corner of Lot 140, Pheasantbrook North Subdivision (Phase 1B) according to the Official Plat thereof; Thence the following six (6) courses coincident with the perimeter of said Phase 1B subdivision (1) North 51°46'25" West 142.22 feet (2) North 48°08'40" West 55.00 feet along a radial line to a point on a curve (3) Southwesterly 60.22 feet along the arc of a 472.50 foot radius curve to the right, (center bears North 48°08'40" West) through a central angle of 07°18'11" (4) North 38°33'24" West 526.55 feet (5) North 50°30'12" East 32.49 feet (6) North 39°29'48" West 185.50 feet to a point on the Southeasterly line of Angel's Way Cluster Subdivision Phase 1, according to the Official Plat thereof; and a point on the Boundary line of said "Upland Parcel"; Thence the following three (3) courses coincident with the perimeter of said "Upland Parcel" (1) North 50°30'12" East 864.79 feet (S 50°29'56" W per said Plat) (2) South 50°15'32" East 172.06 feet (3) North 39°44'50" East 87.20 feet; Thence South 50°15'32" East 385.00 feet to the POINT OF BEGINNING

Contains 17.815 acres 43 Lots.

201	2B	1603 Barrington Dr.	08-345-0201
202	2B	1595 Barrington Dr.	08-345-0202
203	2B	1587 W. Barrington Dr.	08-345-0203
204	2B	1579 W. Barrington Dr.	08-345-0204
205	2B	1571 W. Barrington Dr.	08-345-0205
206	2B	1563 Barrington Dr.	08-345-0206
207	2B	1555 W. Barrington Dr.	08-345-0207
208	2B	1549 W. Barrington Dr.	08-345-0208
209	2B	1541 Barrington Dr.	08-345-0209
210	2B	492 S. Windcrest Way	08-345-0210
211	2B	476 S. Windcrest Way	08-345-0211
212	2B	460 S. Windcrest Way	08-345-0212
213	2B	446 S. Windcrest Way	08-345-0213
214	2B	434 S. Windcrest Way	08-345-0214
215	2B	433 S. Windcrest Way	08-345-0215
216	2B	441 S. Windcrest Way	08-345-0216
217	2B	455 S. Windcrest Way	08-345-0217
218	2B	469 S. Windcrest Way	08-345-0218
219	2B	483 S. Windcrest Way	08-345-0219
220	2B	456 Fountain Crest Way	08-345-0220
221	2B	448 S. Fountain Crest Way	08-345-0221
222	2B	440 S. Fountain Crest Way	08-345-0222
223	2B	432 Fountain Crest Way	08-345-0223
224	2B	424 S. Fountain Crest Way	08-345-0224
225	2B	1558 W. Barrington Dr.	08-345-0225
226	2B	1552 W. Barrington Dr.	08-345-0226
227	2B	439 S. Fountain Crest Way	08-345-0227
228	2B	1591 W. Crestmont Way	08-345-0228
229	2B	1583 Crestmont Way	08-345-0229
230	2B	410 S. Crestmont Way	08-345-0230
231	2B	416 Crestmont Way	08-345-0231
232	2B	428 S. Crestmont Way	08-345-0232
233	2B	435 S. Crestmont Way	08-345-0233
234	2B	421 Crestmont Way	08-345-0234

Kaysville Pheasantbrook Homeowners Assoc.  
Phase 2B  
Plus Common Area Parcels  
August 5, 2015

Kaysville Pheasantbrook Homeowners Assoc.

Phase 2B

Plus Common Area Parcels  
August 5, 2015

235	2B	413 S. Crestmont Way	08-345-0235
236	2B	407 S. Crestmont Way	08-345-0236
237	2B	1572 S. Crestmont Way	08-345-0237
238	2B	1580 S. Crestmont Way	08-345-0238
239	2B	1588 Crestmont Way	08-345-0239
240	2B	1596 Crestmont Way	08-345-0240
241	2B	1604 S. Crestmont Way	08-345-0241
242	2B	1612 S. Crestmont Way	08-345-0242
243	2B	1620 S. Crestmont Way	08-345-0243
	2B	Common areas	None



Kays  
1 pg  
+101<sup>00</sup>

2884976  
BK 6323 PG 315

2071962  
BK 3783 PG 2510

E 2071962 B 3783 P 2510  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/09/2005 12:59 PM  
FEE \$111.00 Pgs: 1  
DEP RTT REC'D FOR KAYSVILLE CITY

APRIL 26, 2005  
RICHMOND HOMES OF AMERICA  
INC  
MARTIN TYSKA & JEANNE TYSKA  
MARK L MITCHELL & LONI S  
MITCHELL  
DAVID J. FRENCHIK & TRUDI R  
FRENCHIK  
DIXON R. BROWN & ROCHELLE  
L. BROWN  
VANCE VALLACE & JULIE VALLACE  
JUSTIN S. HOGGE & RACHEL T.  
HOGGE  
RICHMOND AMERICA HOMES OF  
UTAH INC  
KAYSVILLE CITY

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3A1  
AMENDED  
LOTS 364 THRU 375 & PARCEL D  
PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3A1  
LOTS 364 THRU 375 & PARCEL D  
OUT OF 11-555-0364 THRU 0376  
NEW # 11-580 +  
FILE #4243

**LEGAL DESCRIPTION:**

A parcel of land lying and situate in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, and the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 22.82 acres out of that particular parcel of land transferred to Kaysville City by that certain Warranty Deed recorded as Entry Number 1817971, in Book 3197, at Page 1091 of the Davis County Records. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5, Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5; Thence South 00°05'13" East 49.07 feet to the POINT OF BEGINNING; Thence South 50°29'56" West 1031.625 feet (1164.02 feet per deed—overall) coincident with the Northerly line of Angel's Way Cluster Subdivision Phase 1, recorded January 29, 1998 as Entry Number 1377515, in Book 2233, at Page 134 of said County Records; and a point on the Boundary of proposed Pheasantbrook North Subdivision (Phase 3B); Thence coincident with said boundary North 37°14'03" West 865.61 feet; Thence South 52°45'57" West 87.00 feet; Thence North 37°14'03" West 197.50 feet; Thence North 52°45'57" East 567.73 feet; Thence North 37°14'03" West 18.94 feet; Thence North 52°45'57" East 190.32 feet to a point on the Westerly line of Island View Acres Subdivision; Thence coincident with the Westerly line of said subdivision South 39°48'08" East (South 39°43'00" East per deed) 276.45 feet, Thence North 50°17'55" East 313.95 feet; Thence South 39°42'49" East 779.32 feet (South 39°43'00" East 787.05 feet per deed) to the POINT OF BEGINNING.

Contains 22.82 Acres. 12 Lots

103.00  
Kays

2884976  
BK 6323 PG 316

E 1999233 B 3573 P 310  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 JUL 1 8:34 AM FEE 103.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

JUNE 23, 2004  
RICHMOND AMERICAN HOMES  
OF UTAH INC,  
FIELDSTONE PARTNERS LLC,  
KAYSVILLE CITY

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3A1  
LOTS 364 THRU 375 & PARCEL D  
SE 32 4N-1W  
N 1/2 5 3N - 1W  
OUT OF 11-094-0061, 0064, 0067  
NEW #11-555+  
FILE #4053

LEGAL DESCRIPTION:

A parcel of land lying and situate in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, and the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 22.82 acres out of that particular parcel of land transferred to Kaysville City by that certain Warranty Deed recorded as Entry Number 1817971, in Book 3197, at Page 1091 of the Davis County Records. Basis of Bearing for subject parcel being North 89° 54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5; Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5; Thence South 00°05'13" East 49.07 feet to the POINT OF BEGINNING; Thence South 50°29'56" West 1031.625 feet (1164.02 feet per deed—overall) coincident with the Northerly line of Angel's Way Cluster Subdivision Phase 1, recorded January 29, 1998 as Entry Number 1377515, in Book 2233, at Page 134 of said County Records; and a point on the Boundary of proposed Pheasantbrook North Subdivision (Phase 3B); Thence coincident with said boundary North 37°14'03" West 865.61 feet; Thence South 52°45'57" West 87.00 feet; Thence North 37°14'03" West 197.50 feet; Thence North 52°45'57" East 567.73 feet; Thence North 37°14'03" West 18.94 feet; Thence North 52°45'57" East 190.32 feet to a point on the Westerly line of Island View Acres Subdivision; Thence coincident with the Westerly line of said subdivision South 39°48'08" East (South 39°43'00" East per deed) 276.45 feet; Thence North 50°17'55" East 313.95 feet; Thence South 39°42'49" East 779.32 feet (South 39°43'00" East 787.05 feet per deed) to the POINT OF BEGINNING.

Contains 22.82 Acres. 12 Lots

ABSS  
TX

Kaysville Pheasantbrook Homeowners Assoc.

Phase 3A1

Plus Common Area Parcels  
August 5, 2015

364	3A1	1876 Cooper St.	11-580-0364
365	3A1	1862 Cooper St.	11-580-0365
366	3A1	1848 Cooper St.	11-580-0366
367	3A1	1834 Cooper St.	11-580-0367
368	3A1	1820 W. Cooper St.	11-580-0378
369	3A1	1806 Cooper St.	11-580-0377
370	3A1	1865 W. Cooper St.	11-580-0370
371	3A1	1853 Cooper St.	11-580-0371
372	3A1	1837 Cooper St.	11-580-0371
373	3A1	1811 Cooper St.	11-580-0373
374	3A1	193 S. Preston St.	11-580-0374
375	3A1	171 S. Preston St.	11-580-0375
	3A1	Common areas	None

74 00  
KAYS

E 2011765 B 3607 P 391  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 AUG 20 12:42 PM FEE 74.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

AUGUST 8, 2004  
RICHMOND AMERICA HOMES OF  
UTAH INC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3A2  
LOTS 306, 307 & 313 THRU 317  
& 353, 354 & 361, 362, 363 &  
PARCELS A & B  
SE 32 4N-1W & N 1/2 5 3N-1W  
OUT OF 08-014-0038  
NEW # 08-337+  
FILE #4094

LEGAL DESCRIPTION:

A parcel of land lying and situate in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, and the North half of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Basis of Bearing for subject parcel being North 89°54'47" East 4328.66 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 5; Thence North 89°54'47" East 3135.10 feet coincident with the North line of said Section 5; Thence South 00°05'13" East 141.63 feet to the Point of Beginning; Thence coincident with the perimeter of Pheasantbrook North Subdivision (Phase 3B) the following four (4) courses (1) South 52°45'57" West 195.00 feet (2) North 37°14'03" West 30.00 feet (3) South 52°45'57" West 210.00 feet (4) South 37°14'03" East 10.00 feet; Thence coincident with the perimeter of Pheasantbrook North Subdivision (Phase 3C) the following five (5) courses (1) South 52°45'57" West 160.00 feet (2) South 80°44'43" West 90.59 feet (3) North 37°14'03" West 137.50 feet (4) South 52°45'57" West 12.79 feet (5) North 37°14'03" West 207.00 feet; Thence coincident with the perimeter of proposed Pheasantbrook North Subdivision (Phase 4) the following three (3) courses (1) North 52°45'57" East 252.79 feet (2) South 37°14'03" East 49.50 feet (3) North 52°45'57" East 318.00 feet; Thence coincident with the perimeter of Pheasantbrook North Subdivision (Phase 3A1) the following three (3) courses (1) South 37°14'03" East 197.50 feet (2) North 52°45'57" East 87.00 feet (3) South 37°14'03" East 160.00 feet to the Point of Beginning.

Contains 4.94 Acres. 12 Lots

Kaysville Pheasantbrook Homeowners Assoc.

Phase 3A2

Plus Common Area Parcels

August 5, 2015

306	3A2	269 S. Beaumont Dr.	08-337-0306
307	3A2	261 Beaumont Dr.	08-337-0307
313	3A2	1907 Cooper St.	08-337-0313
314	3A2	1915 Cooper St.	08-337-0314
315	3A2	1929 Cooper St.	08-337-0315
316	3A2	1941 Cooper St.	08-337-0316
317	3A2	1955 W. Cooper St.	08-337-0317
353	3A2	1960 Cooper St.	08-337-0353
354	3A2	1946 Cooper St.	08-337-0354
361	3A2	1918 Cooper St.	08-337-0361
362	3A2	1904 Cooper St.	08-337-0362
363	3A2	1890 Cooper St.	08-337-0363
	3A2	Common area	08 337 0364
	3A2	Common area	08 337 0365

E 2010167 B 3602 P 736  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 AUG 13 1:29 PM FEE 78.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

AUGUST 4, 2004  
FIELDSTONE PARTNERS LLC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3B  
LOTS 261 THRU 267, 301 THRU 305 &  
308 THRU 312 & PARCEL A  
NE 5 3N - 1W  
OUT OF 08-014-0035, 0036, 0037 & 0039  
NEW # 08-335 +  
FILE # 4088

LEGAL DESCRIPTION:

A parcel of land lying and situate in the Northeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kayeville City, Davis County, Utah. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5; Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5; Thence perpendicularly South 00°05'13" East 49.07 feet; Thence South 50°29'56" West 1031.625 feet (1164.02 feet per deed, overall) coincident with the Northerly line of Angel's Way Cluster Subdivision Phase 1, recorded January 29, 1998 as Entry Number 1377515, in Book 2233, at Page 134 of said County Records and the POINT OF BEGINNING; Thence South 50°29'56" West 132.30 feet coincident with said Northerly line to the Northwest corner thereof; Thence South 39°42'07" East (South 39°42'24" East per deed) 7.35 feet to a point on the perimeter of Pheasantbrook North Subdivision (Phase 2A), Thence coincident with said perimeter the following three (3) courses; (1) South 53° 19'16" West 226.45 feet (2) North 36°37'41" West 313.95 feet (3) South 52°44'00" West 50.00 feet coincident with the Northwesterly line of said Phase 2A; Thence North 37°14'03" West 432.08 feet to a point on the perimeter of proposed Pheasantbrook North Subdivision Phase 3A2; Thence coincident with the said perimeter the following three (3) courses (1) North 52°45'57" East 210.00 feet (2) South 37°14'03" East 30.00 feet (3) North 52°45'57" East 195.00 feet to a point on the perimeter of proposed Pheasantbrook North Subdivision Phase 3A1; Thence coincident with said perimeter South 37°14'03" East 705.61 feet to the POINT OF BEGINNING.

Contains 6.435 Acres 17 Lots

Kaysville Pheasantbrook Homeowners Assoc.

Phase 3B

Plus Common Area Parcels

August 5, 2015

261	3B	1789 N. Beaumont Dr.	08-335-0261
262	3B	1771 W. Beaumont Dr.	08-335-0262
263	3B	1763 Beaumont Dr.	08-335-0263
264	3B	337 W. Beaumont Dr.	08-335-0264
265	3B	325 S. Beaumont Dr.	08-335-0265
266	3B	1781 Beaumont Dr.	08-335-0266
267	3B	1793 W. Beaumont Dr.	08-335-0267
301	3B	313 S. Beaumont Dr.	08-335-0301
302	3B	301 S. Beaumont Dr.	08-335-0302
303	3B	293 S. Beaumont Dr.	08-335-0303
304	3B	285 S. Beaumont Dr.	08-335-0304
305	3B	277 S. Beaumont Dr.	08-335-0305
308	3B	306 S. Beaumont Dr.	08-335-0308
309	3B	298 S. Beaumont Dr.	08-335-0309
310	3B	290 S. Beaumont Dr.	08-335-0310
311	3B	282 S. Beaumont Dr.	08-335-0311
312	3B	274 S. Beaumont Dr.	08-335-0312
	3B	Common area	08 335 0313
	3B	Common area	08 335 0314

92.00  
Kays

2884976  
BK 6323 PG 322

E 2010169 B 3602 P 750  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 AUG 13 1:33 PM FEE 92.00 DEP LHL  
REC'D FOR KAYSVILLE CITY CORP

AUGUST 4, 2004  
FIELDSTONE PARTNERS LLC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 3C  
LOTS 318 THRU 349  
N ½ 5 3N-1W  
OUT OF 08-013-0012, 08-014-0035  
NEW # 08-336+  
FILE #4089

LEGAL DESCRIPTION:

A parcel of land lying and situate in the North half of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5; Thence North 89°54'47" East 3055.09 feet coincident with the North line of said Section 5; Thence perpendicularly South 00°05'13" East 706.70 feet to the POINT OF BEGINNING; Thence South 52°44'00" West 522.99 feet coincident with the Northwesterly line of Pheasantbrook North Subdivision Phase 2A and the prolongation thereof to a point on the West line of the Northeast Quarter of said Section 5; Thence South 00°01'07" East 187.50 feet coincident with said Quarter Section line to a point on the Northeasterly line of that particular Utah Power & Light Company parcel described in that certain Warranty Deed recorded August 16, 1978 as Entry Number 505425 in Book 723, at Page 793 of said County Records; Thence North 36°40'50" West (North 36°41' West per said UP&L Deed) 1333.15 feet coincident with said Northeasterly line; Thence North 52°49'52" East 206.26 feet; Thence South 37°14'03" East 105.06 feet; Thence North 52°47'23" East 164.45 feet; Thence South 37°14'03" East 476.02 feet to a point on the perimeter of Pheasantbrook North Subdivision Phase 3A2; Thence coincident with the said perimeter the following four (4) courses (1) North 52°45'57" East 12.79 feet (2) South 37°14'03" East 137.50 feet (3) North 80°44'43" East 90.59 feet (4) North 52°45'57" East 160.00 feet to a point on the perimeter of Pheasantbrook North Subdivision Phase 3B; Thence coincident with the said perimeter South 37°14'03" East 422.08 feet to the POINT OF BEGINNING.

\* Proposed

Contains 12.56 Acres 32 Lots



Kaysville Pheasantbrook Homeowners Assoc.

Phase 3C

Plus Common Area Parcels

August 5, 2015

2884976  
BK 6323 PG 323

318	3C	1969 Cooper St.	08-336-0318
319	3C	1981 Cooper St	08-336-0319
320	3C	327 S. Wellington Dr.	08-336-0320
321	3C	335 S. Wellington Dr.	08-336-0321
322	3C	343 S. Wellington Dr.	08-336-0322
323	3C	1852 W. Bently Court	08-336-0323
324	3C	1847 W. Bently Court	08-336-0324
325	3C	1861 W. Bently Court	08-336-0325
326	3C	359 S. Wellington Dr.	08-336-0326
327	3C	358 S. Wellington Dr.	08-336-0327
328	3C	354 S. Wellington Dr.	08-336-0328
329	3C	342 S. Wellington Dr.	08-336-0329
330	3C	1925 Endicott Circle	08-336-0330
331	3C	1939 W. Endicott Circle	08-336-0331
332	3C	1942 W. Endicott Circle	08-336-0332
333	3C	1928 Endicott Circle	08-336-0333
334	3C	1910 W. Endicott Circle	08-336-0334
335	3C	322 S. Wellington Dr.	08-336-0335
336	3C	314 Wellington Dr.	08-336-0336
337	3C	306 S. Wellington Dr.	08-336-0337
338	3C	294 Wellington Dr.	08-336-0338
339	3C	286 S. Wellington Dr.	08-336-0339
340	3C	278 S. Wellington Dr.	08-336-0340
341	3C	270 S. Wellington Dr.	08-336-0341
342	3C	262 S. Wellington Dr.	08-336-0342
343	3C	254 S. Wellington Dr.	08-336-0343
344	3C	246 S. Wellington Dr.	08-336-0344
345	3C	289 S. Wellington Dr.	08-336-0345
346	3C	281 S. Wellington Dr.	08-336-0346
347	3C	273 Wellington Dr.	08-336-0347
348	3C	265 S. Wellington Dr.	08-336-0348
349	3C	257 S. Wellington Dr.	08-336-0349
	3C	Common areas	None

Kays  
1pg  
+ 108<sup>00</sup>

2884976  
BK 6323 PG 324

2074733  
BK 3791 PG 341

E 2074733 B 3791 P 341  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/19/2005 09:30 AM  
FEE \$118.00 Pgs: 1  
DEP RTT REC'D FOR KAYSVILLE CITY

APRIL 26, 2005  
RICHMOND AMERICAN HOMES OF  
UTAH, INC  
JOSEPH CASEY HILL  
KYSHA HILL  
CHAD M. WILSON  
TANYA L. WILSON  
JOSEPH BERG  
KARIN BERG  
CINDY CHIPMAN  
DOUGLAS CHIPMAN JR.

PHEASANTBROOK NORTH  
CLUSTER SUBDIVISION  
PHASE 4 (AMENDED)  
LOTS 355 THRU 358 &  
376 THRU 397 & OPEN  
SPACES 1 & 2  
PHEASANTBROOK NORTH  
CLUSTER SUBDIVISION PH 4  
LOTS 355-358 & 376-397 &  
OPEN SPACES 1 & 2  
OUT OF 11-570-0355 THRU  
0358, 0376 THRU 0399  
NEW # 11-581 -  
FILE # 4249

LEGAL DESCRIPTION.

A parcel of land lying and situate in the South Half of Section 32, Township 4 North, Range 1 West, and the North half of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows.

COMMENCING at the Northwest corner of said Section 5, Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5, Thence South 00°05'13" East 49.07 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 3A1), Thence coincident with said Boundary line the following three (3) courses (1) North 39° 42'49" West 779.32 feet (2) South 50°17'55" West 313.95 feet (3) North 59°48'08" West 276.45 feet to the POINT OF BEGINNING, Thence coincident with the North Boundary of the Pheasantbrook North Subdivision (Phases 3A1/3A2) the following five (5) courses; (1) South 52°45'57" West 190.32 feet (2) South 37°14'03" East 18.94 feet (3) South 52°45'57" West 885.73 feet (4) North 37°14'03" West 49.50 feet (5) South 52°45'57" West 252.79 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 3C); Thence coincident with said Boundary line the following two (2) courses; (1) North 37°14'03" West 269.02 feet (2) North 37°58'19" West 50.98 feet; Thence North 52°45'57" East 253.44 feet, Thence South 37°14'03" East 33.00 feet, Thence North 52°45'57" East 940.73 feet, Thence South 37°14'03" East 49.56 feet, Thence North 52°45'57" East 131.73 feet, Thence South 36°23'31" East 141.50 feet, Thence South 39°48'08" East 126.65 feet to the POINT OF BEGINNING

Contains 9.91 Acres 26 Lots

1043  
8800  
1+7800

2884976 2040601  
BK 6323 PG 325  
BK 3692 PG 596

E 2040601 B 3692 P 596  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/23/2004 12:53 PM  
PHEASANTBROOK NORTH SUBDIVISION  
SEPT REC'D FOR KAYSVILLE CITY

DECEMBER 17, 2004  
RICHMOND AMERICAN HOMES  
OF UTAH INC

PHEASANTBROOK NORTH SUBDIVISION  
SUBDIVISION PHASE 3A1  
LOTS 355 THRU 358, LOTS 376 THRU  
397, OPEN SPACES 1 & 2  
S 1/2 32 4N - 1W  
N 1/2 5 3N - 1W  
OUT OF 11-094-0071  
NEW # 11-570 +  
FILE # 4149

LEGAL DESCRIPTION:

A parcel of land lying and situate in the South Half of Section 32, Township 4 North, Range 1 West, and the North half of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5, Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5; Thence South 00°05'13" East 49.07 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 3A1); Thence coincident with said Boundary line the following three (3) courses (1) North 39° 42'49" West 779.32 feet (2) South 50°17'55" West 313.95 feet (3) North 39°48'08" West 276.45 feet to the POINT OF BEGINNING; Thence coincident with the North Boundary of the Pheasantbrook North Subdivision (Phases 3A1/3A2) the following five (5) courses, (1) South 52°45'57" West 190.32 feet (2) South 37°14'03" East 18.94 feet (3) South 52°45'57" West 885.73 feet (4) North 37°14'03" West 49.50 feet (5) South 52°45'57" West 252.79 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 3C); Thence coincident with said Boundary line the following two (2) courses; (1) North 37°14'03" West 269.02 feet (2) North 37°58'19" West 50.98 feet; Thence North 52°45'57" East 253.44 feet; Thence South 37°14'03" East 33.00 feet; Thence North 52°45'57" East 940.73 feet; Thence South 37°14'03" East 49.56 feet; Thence North 52°45'57" East 131.73 feet; Thence South 36°23'31" East 141.50 feet; Thence South 39°48'08" East 126.65 feet to the POINT OF BEGINNING.

Contains 9.91 Acres 26 Lots

Kaysville Pheasantbrook Homeowners Assoc.

Phase 4

Plus Common Area Parcels

August 5, 2015

2884976  
BK 6323 PG 326

Lot#	Phase	Home Address	Land Serial No.
355	4	226 S. Brady Lane	11-581-0355
356	4	210 S. Brady Lane	11-581-0356
357	4	194 S. Brady Lane	11-581-0357
358	4	178 S. Brady Lane	11-581-0358
376	4	149 S. Preston St.	11-581-0376
377	4	152 S. Preston St.	11-581-0377
378	4	1835 W. Jackson St.	11-581-0378
379	4	1849 W. Jackson St.	11-581-0379
380	4	1863 S. Jackson St.	11-581-0380
381	4	1877 W. Jackson St.	11-581-0381
382	4	1891 Jackson St.	11-581-0382
383	4	1905 W. Jackson St.	11-581-0383
384	4	1919 W. Jackson St.	11-581-0384
385	4	1927 Jackson St.	11-581-0385
386	4	1935 W. Jackson St.	11-581-0386
387	4	1938 W. Jackson St.	11-581-0387
388	4	1930 W. Jackson St.	11-581-0388
389	4	1922 Jackson St.	11-581-0389
390	4	1908 W. Jackson St.	11-581-0390
391	4	1894 W. Jackson St.	11-581-0391
392	4	1880 Jackson St.	11-581-0392
393	4	1866 W. Jackson St.	11-581-0393
394	4	1852 W. Jackson St.	11-581-0394
395	4	1838 Jackson St.	11-581-0395
396	4	1824 W. Jackson St.	11-581-0396
397	4	127 Preston St.	11-581-0397
	4	common area	11 581 0398
	4	common area	11 581 0399

E 2082768 B 3814 P 397  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/22/2005 11:39 AM  
FEE \$88.00 Pgs: 1  
DEP RTT REC'D FOR KAYSVILLE CITY

June 16, 2005  
RICHMOND AMERICAN HOMES OF  
UTAH INC

PHEASANTBROOK NORTH CLUSTER  
SUBDIVISION PHASE 5  
LOTS 359 & 360, 398 THRU 421 & OPEN SPACES  
1 & 2  
32 T4N R1W S 1/2

Out of 11-094-0073

New # 11-583 -  
File # 4269

LEGAL DESCRIPTION:

A parcel of land lying and situate in the South Half of Section 32, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Comprising 10.11 acres. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of ~~said~~ Section 5 and the Davis County witness monument in the top of the westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows.

COMMENCING at the Northwest corner of said Section 5, Thence North 89°54'47" East 4358.21 feet coincident with the North line of said Section 5; Thence South 00°05'13" East 49.07 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 3A); Thence coincident with said Boundary line the following three (3) courses (1) North 39° 42'49" West 779.32 feet (2) South 50°17'55" West 313.95 feet (3) North 39°48'08" West 276.45 feet to the Easterly Boundary of the Pheasantbrook North Subdivision (Phase 4); Thence coincident with said Boundary line the following two (2) courses (1) North 39°48'08" West 126.65 feet (2) North 36°23'31" West 141.50 feet to the POINT OF BEGINNING; Thence coincident with the North Boundary of the Pheasantbrook North Subdivision (Phase 4) the following five (5) courses; (1) South 52°45'57" West 131.73 feet (2) North 37°14'03" West 49.56 feet (3) South 52°45'57" West 940.73 feet (4) North 37°14'03" West 33.00 feet (5) South 52°45'57" West 253.445 feet; Thence North 37°58'19" West 279.24 feet; Thence North 51°02'45" East 1336.01 feet; Thence South 36°23'31" East 401.92 feet to the POINT OF BEGINNING.

Contains 10.11 Acres 26 Lots

1 Pg  
+ 78

359	5	1973 W. Heywood Dr.	11-583-0359
360	5	1959 W. Heywood Dr.	11-583-0360
398	5	105 S. Preston St.	11-583-0398
399	5	83 S. Preston St.	11-583-0399
400	5	1827 Heywood Dr.	11-583-0400
401	5	1841 W. Heywood Dr.	11-583-0401
402	5	1855 W. Heywood Dr.	11-583-0402
403	5	1869 W. Heywood Dr.	11-583-0403
404	5	1883 Heywood Dr.	11-583-0404
405	5	1897 Heywood Dr.	11-583-0405
406	5	1911 Heywood Dr.	11-583-0406
407	5	1925 W. Heywood Dr.	11-583-0407
408	5	1933 W. Heywood Dr.	11-583-0408
409	5	1941 W. Heywood Rd.	11-583-0409
410	5	1976 Heywood Dr.	11-583-0410
411	5	1962 W. Heywood Dr.	11-583-0411
412	5	1944 W. Heywood Dr.	11-583-0412
413	5	1936 Heywood Dr.	11-583-0413
414	5	1928 W. Heywood Dr.	11-583-0414
415	5	1914 W. Heywood Dr.	11-583-0415
416	5	1886 W. Heywood Dr.	11-583-0416
417	5	1872 W. Heywood Dr.	11-583-0417
418	5	1858 Heywood Dr.	11-583-0418
419	5	1844 W. Heywood Dr.	11-583-0419
420	5	1830 Heywood Dr.	11-583-0420
421	5	61 S. Preston St.	11-583-0421
	5	common area	11 583 0422
	5	common area	11 583 0423

Kaysville Pheasantbrook Homeowners Assoc.

Phase 5

Plus Common Area Parcels

August 5, 2015