

Office of the Davis County Recorder



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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Declaration
(Document Type)

11-872-0001 thru 0006
Tax Serial Number(s)

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**DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS, CONDITIONS AND
HOMEOWNER'S ASSOCIATION MANAGEMENT AGREEMENT AFFECTING THE
WHISPER HOLLOW SUBDIVISION, KAYSVILLE, UTAH**

THE UNDERSIGNED, WH Kaysville, LLC, a Utah limited liability company, being the current owner of the following described real property located in the City of Kaysville, Davis County, State of Utah, hereinafter referred to as the "Owner" or "Owners", being the Owner(s) of all of the residential real estate lots and parcels located in the WHISPER HOLLOW SUBDIVISION – PLANNED RESIDENTIAL UNIT SUBDIVISION, hereinafter referred to as the "Subdivision", located in the County of Davis, State of Utah, according to the official Plat thereof on file with the Davis County Recorder, do herewith join together to form an unincorporated association for the sole purposes of owning, constructing, operating, preserving, maintaining, and keeping up, including, but not limited to, the removal of snow from, or the sweeping of, that certain private road for access to our respective real estate lots, and of providing public liability protection to the undersigned in connection with the existence and use of such private road, and of enforcing the building restrictions attached to, made part of, and running with the title to the real estate lots contained within the said Subdivision. This Management Agreement, hereinafter referred to as the "Agreement", is entered into this date to define the rights, duties, and obligations of the Owners with regard to the Whisper Hollow Home Owner's Association, hereinafter referred to as the "Association", and the powers, duties, and obligations of the Association with regard to the Owners and to the real property constituting the Whisper Hollow Subdivision –Planned Residential Unit Development Subdivision.

Real Property Subject to the Agreement.

The real estate lots, hereinafter referred to as the "Lots", subject to this Agreement and which form the real property included within the Association, are more particularly described as the Whisper Hollow Subdivision – Planned Residential Unit Subdivision

Boundary Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CURZON PLACE PHASE 2 SUBDIVISION, SAID POINT BEING SOUTH 89°33'30" EAST 268.44 FEET ALONG THE SOUTH LINE OF 100 NORTH STREET FROM THE NORTHWEST CORNER OF BLOCK 12, PLAT "E", KAYSVILLE TOWNSITE SURVEY, SAID POINT ALSO BEING SOUTH 46°20'35" WEST 1118.03 FEET (CALCULATED BEARING AND DISTANCE) FROM THE CENTER QUARTER CORNER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 17°33'26" EAST 118.81 FEET ALONG THE EAST LOT LINE TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 16°27'26" EAST 120.29 FEET ALONG THE EAST LINE OF THE GURR SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 4, OF SAID GURR SUBDIVISION; THENCE SOUTH 18°00'00" EAST 34.79 FEET TO A POINT ON A FENCE LINE, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY #3028764 IN BOOK 6794 AT PAGE 1445, DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 67°14'35" EAST 90.49 FEET ALONG SAID FENCE LINE; THENCE NORTH 21°00'00" WEST 7.11 FEET; THENCE NORTH 66°10'00" EAST 89.26 FEET TO A FENCE LINE; THENCE NORTH 22°16'17" WEST 248.09 FEET ALONG SAID FENCE LINE; THENCE NORTH 22°06'53" WEST 28.82 FEET ALONG SAID FENCE LINE; THENCE NORTH 23°42'57" WEST 23.49 FEET ALONG SAID FENCE LINE; THENCE NORTH 18°05'44" WEST 11.62 FEET ALONG SAID FENCE LINE; THENCE NORTH 22°38'28" WEST 46.22 FEET ALONG A FENCE LINE TO A FENCE CORNER; THENCE SOUTH 59°28'32" WEST

159.96 FEET ALONG A FENCE LINE AND ITS EXTENSION TO THE NORTH LINE OF 100 NORTH STREET; THENCE SOUTH 89°33'30" EAST 13.73 FEET ALONG SAID NORTH LINE TO A POINT ON A NON-TANGENT, 45.0-FOOT-RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 68.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°50'03", CHORD BEARS SOUTH 13°44'23" EAST 62.43 FEET TO THE EXTENSION ON THE EAST LINE OF SAID LOT 2, CURZON PLACE PHASE 2 SUBDIVISION; THENCE SOUTH 17°33'26" EAST 5.76 FEET ALONG SAID EXTENSION TO THE NORTHEAST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING. WHOLE PARCEL CONTAINS 1.310 ACRES

Lot 1 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 2 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 3 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 4 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Lot 5 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

Parcel 1 of the Whisper Hollow Subdivision – Planned Residential Unit Subdivision, as approved by the Kaysville City Council, according to the official Plat thereof on file with the Davis County Recorder's Office; and

The Lots are shown on the copy of the official Plat thereof on file with the Davis County Recorder's Office and made a part hereof. No other real property shall be permitted to become included within the Association or to otherwise join in the Association except upon the unanimous vote of the Owners.

Residential Area Covenants

1. **Binding Effect.** This Agreement shall be binding upon the Owners and shall constitute covenants running with the land which is subject to this Agreement and which forms the real property included within the Association. Every transfer from a current Owner to a new or substitute Owner shall contain a statement to the effect that the real property being transferred is part of the Association, that such real property is subject to the terms, conditions, rights, duties, and obligations contained in this Agreement, that the terms, conditions, rights, duties, and obligations contained in this Agreement are covenants running with the land being transferred, that acceptance of the transfer constitutes ratification of and joinder in this Agreement, and that

by acceptance of the transfer the transferee shall be substituted for the transferor and consents to being substituted for the transferor as the Owner for purposes of the Association and this Agreement. A transferor who fails to place such language in any transferring instrument shall continue to be bound by this Agreement unless and until said transferor shall obtain the written ratification of and joinder in this Agreement by the transferee, along with the transferee's consent to substitute the transferee for the transferor for all purposes under this Agreement.

2. Building Restrictions

- a. Dwellings on Lots 1, 2, 3, 4 and 5 of Whisper Hollow Subdivision must have at least 1,700 square feet of living space (including basement). The Owners agree that the minimum dwelling size of a one-story, exclusive of basements, garages, porches or decks, shall be 1,600 square feet of living area. The Owners agree that the minimum dwelling size of a two-story home, including both levels, is 2,200 square feet of living area exclusive of basements, garages, porches or decks. Split level or split entry homes, will not be allowed unless approved by the Architectural Review Committee.
 - b. Homes shall be constructed of brick, stone, stone like, stucco, fiber cement sidings, hardy plank type sidings, wood, or better or a combination of these materials on all four sides. Fences are not required but if one is desired the allowed materials shall be vinyl, brick, block, cement materials, rock, stone or better and approved by the Architectural Committee as defined in paragraph 3. The color of the structure, roof and fences shall be consistent with the other homes in this subdivision and shall blend in with the materials used in the surrounding homes.
 - c. All homes constructed on Lots # 3, 4 and 5 must be oriented to the private drive. The home on Lot #1 can be oriented to Parcel 1, the private drive or the City street/cul-de-sac. The home on Lot 2 can be oriented to Parcel 1 or the private drive. Lots 1 and 2 are responsible to replace stormwater detention volume should the development of their lots or driveways result in a loss of stormwater detention volume. The volume must be replaced in a manner acceptable and approved by the city of Kaysville and be located within acceptable utility easements.
 - d. At least a private two-car garage is required for each Lot. Each owner shall install a yard light to light the street, style and placement to be approved by the Architectural Control Committee.
3. Architectural control. No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure(s) has been approved by the Architectural Control Committee.
4. The Architectural Control Committee is to consider the quality of workmanship and materials to assure it is in harmony or compatible with the external design of the existing structures. The Architectural Control Committee Chairman shall be appointed by the Owner. The original committee Chairman can designate a representative to act for him. In the event of death or resignation of any member of the Committee, Owner shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be

entitled to any compensation for services performed pursuant to this covenant. At a time designated by the original committee member the responsibility of the Architectural Control Committee can be transferred to two of the lot owners within the subdivision. At any time, the then record owners of at least three of the lots (one vote per lot) shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval in writing will not be required. This in no way relieves any Owner from meeting the Architectural Control requirements.

5. **Road Maintenance.** Owner has caused a private road to be constructed into the Subdivision. As a private drive it is part of each of the lots as shown on the Plat. The road is paved and includes a rolled curb. The five home/lot owners in the subdivision shall form the Association. The Association has accepted the road as is, and shall have exclusive ownership of and full responsibility for the private road providing access to the Lots, with each lot and Owner having full and equal rights, duties, and obligations with respect thereto. The Association shall be fully responsible for the operation, preservation, maintenance, and upkeep of the private road, including, but not limited to, snow removal. The private road shall be described for purposes of this agreement as the road, including gutters, providing access to the Lots. As part of its operation and maintenance obligations under this Agreement the Association shall have the right and the power to restrict the size and types of vehicles using the private road (vehicles necessary for construction of the homes, landscaping and moving vans shall not be restricted), and the right of persons, including Owners, to park vehicles on the road. Each owner shall construct a pad on their lot, located off of the private drive, for the purpose of providing parking for their own visitors. Visitor parking is allowed in the cul-de-sac, under the above conditions, unless otherwise determined by the Association. The Association shall have the right to designate a speed limit for the private drive. Unless otherwise determined the speed limit for the private drive shall be 10 mph.
6. **Common Area.** Although all of the subdivision property is owned by the individual lot owners, with the exception of Parcel 1, the Association is responsible for the maintenance of each of the "Common Areas" that are outlined in this agreement. The areas that are considered "Common Areas" for maintenance purposes are the private drive, all of Parcel 1 (until further agreement – see paragraph 7), the detention basins that are part of Lots 1 and 2 (Exhibit A), the storm water conveyance systems shown in the construction drawings of the Subdivision (Exhibit B), the green space on the west of the private drive and the boulder retaining wall and vinyl fence located along the property line dividing Whisper Hollow Subdivision and Curzon Place II on the West side of the subdivision where adjacent to the private drive. All costs of maintenance and repair of these areas shall be the responsibility of the Association. Unless the Association determines to contract for maintenance of the Common Areas the responsibility of the landscaping upkeep shall fall to the following lot owners: Lot 1 will be responsible for the maintenance and watering of the north detention basin and the north half of Parcel 1. Lot 2 will be responsible for the maintenance and watering of the south detention basin and the south half of Parcel 1. Lot 5 will be responsible to the maintenance and watering of the green space on the west of the private drive. The respective lot owners can, by agreement, invoice the Association

for the maintenance of the common area for which they are responsible. The Association reserves the right to contract for the maintenance of all or part of the common areas. Access to the common areas for maintenance purposes shall not be denied by the respective homeowner.

7. Parcel 1. Parcel 1 is a 36 foot wide easement for access to the vacant property on the east of the subdivision, currently owned by Matthew and Valerie Briggs. Lot 1 and Lot 2 also have an easement for access to their properties from Parcel 1. Repair of any damage to Parcel 1 that is caused by the Briggs or the owners of Lots 1 and 2 will be the responsibility of the party doing the damage. At a time determined by Owner, ownership of Parcel 1 shall be deeded to the Association from Owner. At a future date Parcel 1 will become the access to a potential development of 1 to 2 lots on the east. The developing party will have the responsibility of paving or constructing a 20 foot wide hard surface drive from the Subdivision private drive to the property line at the east of the 36 foot access. Should the owners of Lots 1 and 2 determine to use Parcel 1 as access to the sides of their lots the party will be responsible for the construction of a portion of the 20 foot drive. The cost of constructing and maintaining the 20 foot drive will be borne by the above referenced parties according to their proportionate use.
8. Easement. The owner of the property abutting the northeast portion of the subdivision, currently Briggs, will be granted a permanent recorded access easement from the public street/cul-de-sac, across the northerly portion of the private drive and continuing across Parcel 1 to the property on the east.
9. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Whisper Hollow Subdivision and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Architectural Control Committee. No automobiles, trailers, boats, or other vehicles are to be stored on the street or front yards of the lots. They may only be stored in the garage, on the driveway, on the side yards or back yards if they are in running condition, properly licensed and are being regularly used.
10. Temporary and other structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No old or secondhand structures shall be moved onto any lot, it being the intention hereof that all dwellings and other buildings shall be constructed of new materials and good quality workmanship.
11. Signs. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. WH Kaysville, LLC shall have the right to post a 32 sq ft sign advertising the development, as well as 32 sq ft signs

on each lot. Personal events not lasting longer than 3 days are excepted. Political signs may be up for only 2 weeks at a time.

12. Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, weeds, grass clippings, yard trimmings or other waste shall not be kept except in sanitary containers. No incinerators or burning of garbage is allowed. Equipment for the storage of disposable material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
13. No hazardous activities. No activities shall be conducted on any property and no improvements constructed on any property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended to and in use for cooking purposes or within a safe and satisfactorily designed fireplace or firepit.
14. Rooftop antennas and solar panels. No ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other lot. Such antenna, if used, must be of the type that is installed within the natural building structure. Solar panels, or similar photovoltaics equipment, shall not be visible from the 100 North public street or the Whisper Hollow private drive. In no case will any such photovoltaics equipment, receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home, or home entertainment facilities or equipment. Television antennas shall be placed in the attic. Satellite television dishes shall be 24 inch diameter, or smaller, dishes only, with the exception of large dishes that can be placed so as not to be visible from the street, and must be approved by the Architectural Control Committee.
15. Kaysville City Land Use Code. In compliance with the Kaysville City Land Use Code, in the event the Owners and the Association do not maintain the common facilities and improvements as proposed and indicated at the time of subdivision, Kaysville City may, at its option, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the Owners in the Association.
16. Insurance. The Association shall obtain public liability insurance to protect the Association and the Owners from liability associated with the ownership, operation, maintenance, preservation, and upkeep of the Road. The Association shall be responsible to acquire liability insurance for Parcel 1. All insurance obtained by the Association, shall have a minimum coverage of \$1,000,000 per occurrence, shall name each of the lot owners and the owner of Parcel 1 as additional insureds under the policy.
17. Costs and Expenses. All of the costs and expenses associated with the ownership, operation, preservation, maintenance, and upkeep of the road shall be allocated one-fifth (1/5) to each Owner, with the term "Owner" being defined for purposes of this allocation as the owner,

whether one or more persons, of one Lot in the Subdivision. A person for purposes of this Agreement shall include both natural and juridical persons. Costs and expenses shall be paid to the Association at such time as the Association may from time to time determine, and the Owners shall be advised of their respective shares of such costs and expenses by notice from the Association given at least annually, and more often at the discretion of the Owners. It is intended that a sinking fund be created to cover the cost of maintenance and repair of the road, including crack seal and slurry seal of the road, so as not to create an undue burden on the Owners in any one year. Once assessed, each Owner shall have 30 days from the date of the notice of assessment to pay such Owner's assessment, and if not paid within such period such share of the costs and expenses shall bear interest at the rate of 1.5% per month from the due date until paid in full.

18. Lien for Unpaid Share of Costs and Expenses. Each Owner herewith grants to the Association and each of the other Owners a lien on such Owner's lot to the extent of any unpaid share of the costs and expenses incurred by or on behalf of the Association pursuant to paragraphs 3 through 6, above. The Association or an aggrieved Owner shall have the right to file a lien with the Davis County Recorder for the full amount of any assessment remaining unpaid after the due date for such assessment as if same were a materialmen's lien. Such lien may be enforced by the Association in the same manner as is provided for the enforcement of a materialmen's lien under the laws of the State of Utah; provided, however, that the provisions of Utah law related to the time for bringing such action after the filing of such a lien shall not apply to the enforcement of any lien granted pursuant to this Agreement, it being the intent of the Owners that the statute of limitations relating to actions based on written agreements shall govern the time for bringing actions under this Agreement.
19. Grant of Easement. Each Owner herewith grants to the Association an easement and right-of-way on the Lot of such Owner sufficient for the conduct of the activities of the Association related to its duties and obligations regarding the operation and maintenance of the road.
20. Service of Process. A manager of the current owner of record shall be the initial agent for the receipt of service of process on the Association. He or she shall be succeeded by the Owner elected by the Owners to succeed him as Manager of the Association. Each new Manager shall thereafter assume the duties and responsibilities of Registered Agent of the Association and shall make such filings as might be required by the State of Utah to give notice of such fact. A new Manager and Registered Agent shall be elected by the then record owners within sixty (60) days following the sale of the last Lot to an individual homeowner that intends to occupy the Lot.
21. Change or Termination. This Agreement may be changed or terminated upon the vote of three or more of the Owners.
22. Administration. There shall be an annual meeting of the Owners during October of each year, and such other meetings as the business of the Association might require. The Association shall be administered by a Manager, who shall be elected at each annual meeting of the Owners by the majority vote of the Owners, but the Manager shall be subject to the direction and control of the Owners, who shall act on any matter affecting the conduct of the activities of the

Association by majority vote. Whenever the consent of the Owners is required to set allocations or assessments, or to authorize the Manager to conduct any operation required by the provisions of this Agreement, or whenever an Owner shall request a meeting of the Association for any purpose related to the purposes of the Association, the Manager shall call a meeting of the Owners. Notice of the meeting shall be in writing, and shall be given to the Owners not less than 10 days prior to the date of the meeting, unless the urgency of the matter to be considered requires more immediate action, in which event the Manager shall give such notice as he or she might deem appropriate under the circumstances in his or her sole discretion.

23. **Construction and Landscaping Responsibilities.** All homes being constructed in Whisper Hollow Subdivision shall be completed and Certificate of Occupancy obtained within 18 months of the start of construction. Landscaping will be completed within 12 months of receipt of occupancy permit. Each Owner shall be responsible for the landscaping of such Owner's lot, with such responsibility running to the edge of the gutter along the road, except with regard to the maintenance of the "common areas" outlined in this agreement. Side and rear lots shall be included in the landscape requirements noted here unless screen by an opaque fence approved by the Architectural Committee. Each owner shall also properly maintain the appearance of their Lot until they start construction on their home. Should an Owner fail to properly maintain the landscaping or the appearance of their Lot prior to the construction of their home, then the Association may take such action as it deems appropriate with regard to the landscaping thereof and invoice all costs and expenses thereof to the Owner. Such costs and expenses shall be treated for all purposes as if they were part of the costs and expenses assessed against an Owner under Paragraph 14, above, and the Association shall have the right to file a lien for such costs and expenses pursuant to paragraph 15, above.
24. **Assessments and Collections.** An annual budget and assessments for the conduct of activities of the Association shall be set at the October meeting of the Owners, and it shall be the duty and responsibility of the Manager to collect and account for the disbursement of such funds to the Owners. Should an owner not reside at the Lot, it shall be such Owner's duty to keep the Manager advised of the address, telephone number, and other such information of the Owner. It shall not be an excuse for the non-payment of any assessment that the Owner did not receive notice thereof during any period when the Manager does not have a current address for the Owner.
25. **Amendment.** This Agreement may be amended by the consent of three (3) or more of the Owners. No course of conduct, waiver of any past breach, or failure or refusal to enforce any obligation under this Agreement shall ever be deemed to have worked an amendment hereof, nor to deprive any Owner of the right to insist on the strict compliance with the terms and conditions hereof.
26. **Automatic Transfer.** In the event of a sales transaction of the Whisper Hollow Subdivision that includes all of Lots 1, 2, 3, 4, 5 and Parcel 1 to a single buyer or entity, referred to hereon as "New Developer", the New Developer shall automatically replace the then record owner, as the Owner, developer, responsible party, Service of Process representative, etc. to manage this Agreement, the Association and any other item or responsibility that may exist for the Whisper Hollow Subdivision. Furthermore, the New Developer's manager or owner shall automatically

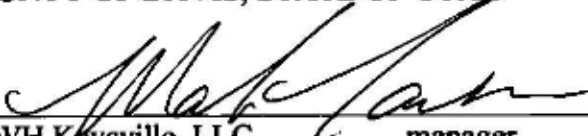
become the new Architectural Control Committee Chairman. The New Developer may appoint a new Architectural Control Committee Chairman as desired.

27. Laws. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures this

1 day of Oct, 2020.

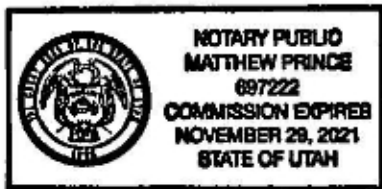
WH Kaysville, LLC
OWNER OF LOTS 1,2,3,4, and 5 and Parcel 1
WHISPER HOLLOW SUBDIVISION
COUNTY OF DAVIS, STATE OF UTAH

By 
WH Kaysville, LLC manager

STATE OF UTAH)

COUNTY OF DAVIS)

On the 1 day of October, 2020 personally appeared before me Mark Larson who did declare to me that he is the Manager of WH Kaysville, LLC and WH Kaysville, LLC is the Owner of Lots #'s 1, 2, 3, 4 and 5 and Parcel 1 which are identified in the foregoing instrument, that they had executed the foregoing instrument intending to bind the Owner(s) of said Lots to the terms and conditions of the foregoing instrument for the purposes therein stated.



Notary Seal


Notary Public