

Office of the Davis County Recorder



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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/16/2021 03:43 PM
FEE \$106.00 Pgs: 23
DEP RTT REC'D FOR KENNINGTON PARKWAY HOA INC

Edwards Hall

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)

11-758-0201 thru 11-758-0243
Tax Serial Number(s)

**DECLARATION OF PROTECTIVE COVENANTS AND BYLAWS
KENNINGTON PARKWAY PHASE 2 SUBDIVISION**

This DECLARATION OF PROTECTIVE COVENANTS AND BYLAWS FOR KENNINGTON PARKWAY HOA, Inc. is made and executed by KENNINGTON PARKWAY HOA, of 1665 W. 725 S. Layton UT. 84041. (Hereinafter referred to as the "Declarant").

RECITALS

- A. This Declaration of Protective Covenants affects that certain real property located in the City of Layton, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").
- B. Declarant is identified as a single representative from each residence within Kennington Parkway HOA.
- C. There is a unique Landscape Easement, which requires or will require common care, management, and control.
- D. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.
- E. The streets in the subdivision shall be dedicated to Layton City.

AGREEMENT

Now, therefore, THE Kennington Parkway HOA does hereby establish the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

- 1. Assessment shall mean and refer the allocation of Common Expenses among the Lot Owners or maintenance charge which each Lot or Lot Owner, by virtue of his acceptance of a deed or other document or conveyance thereto, is obligated to pay.

*Lots 201 - 243 of
Kennington Parkway Phase 2.*

*Serial #:
11-758-0201 Trm 11-758-0243*

2. Association shall mean and refer to the association of all of the Lot Owners taken ask or acting as, a group In accordance with this Declaration.
3. Board of Trustees shall mean and refer to the group of neighbors who own Lots in the Subdivision and volunteer and are elected or appointed to (a) administer the Declaration, (b) manage the Common Elements (Specifically the strip of land along Layton Parkway road including the sidewalk described particularity in exhibit 'B' attached hereto and incorporated herein as it resides within the association boundary of Phase II), and (c) operate the Association.
4. Common Elements shall mean and refer to all common features and elements in the Community, including by way of illustration but not limited to the Landscape Easement along Layton Parkway.
5. Common Expense shall mean and refer to: (as) All sums lawfully assessed against the Lot Owners; (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements; (c) Expenses agreed upon as 'common expenses' by the Association; and (d) Expenses declared 'common expenses' by the Project Documents.
6. Community shall mean and refer to the KENNINGTON PARKWAY SUBDIVISION PHASE 2.
7. Declaration shall mean and refer to the DECLARATION OF PROTECTIVE COVENANTS AND BYLAWS FOR KENNINGTON PARKWAY HOA.
8. Landscape Easement shall mean and refer to the strip of land along the Layton Parkway Road, described with particularity on Exhibit 'B' attached hereto and incorporated herein by this reference.
9. Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.
10. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired

title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

11. Majority shall mean and refer to those eligible persons or votes of Owners or other groups in attendance of any approved HOA meeting as the context may indicate totaling more than 3/4 total eligible (76 percent of the total represented households in attendance during the meeting).
12. Map shall mean and refer to the Record of Survey Map.
13. Member shall mean and refer to each Lot Owner who, by virtue of his acceptance of a deed or other document of conveyance to a Lot, is a member of the Association, unless the context clearly required otherwise.
14. Owner shall mean and refer to a Lot Owner.
15. Project shall mean and refer KENNINGTON PARKWAY SUBDIVISION PHASE 2 portion of the Layton Parkway.
16. Project Documents shall mean and refer jointly and severally to this Declaration, By-Laws, Record of Survey Map, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.
17. Property shall mean and refer to the Land, real estate, or real property which is submitted to this Declaration.
18. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder. The Map will show the location of the Lots, Landscape Easement, and other Common Elements.
19. Street or Streets shall mean and refer to the roads within KENNINGTON PARKWAY HOA, which are or will be dedicated to Layton City.
20. Survey Map shall mean and refer to the Record of Survey Map.
21. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

ARTICLE II. SUBMISSION

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions:

See Exhibit "A," attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every Common Elements improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Elements improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

ARTICLE III. COMMON ELEMENTS AREA COVENANTS

1. Insurance. Nothing shall be done or kept in, on the Common Elements, which may result in the cancellation of or increase the premium (over what the Association would have paid but for such activity) for the insurance on the Property.
2. Laws. Nothing shall be done or kept in, on the Common Elements, or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
3. Damage or Waste. No damage to or waste of the Common Elements shall be committed by any Lot Owner, his family members, friends, guests, visitors or invitees. Each Lot Owner shall indemnify and hold the Association, Board of Trustees, and other Owners harmless against all loss

resulting from any such damage or waste caused by that Lot Owner or his family members, guests, visitors or invitees; provided, however, that any invitee, guest or visitor of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

4. Maintenance. The Common Elements, including without limitation, the Landscaping Easement, shall be maintained in a usable, clean, functional, aesthetic, attractive and good condition.
5. Landscaping. The Association is responsible for the landscaping and maintenance of the Common elements, including without limitation, the Landscaping Easement. The Board of Trustees may establish specific guidelines and restrictions on landscaping from time to time for the Common Elements. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All Common Element lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important, and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot or the Common elements, or to detract from the uniform design and appearance of the Project.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee (the "ACC" shall consist of the Declarant, so long as it shall own any of the Lots in the subdivision. Thereafter the Board of Trustees or its designees shall constitute the ACC. No member of the ACC shall be entitled to any compensation for services provided.
2. Procedure. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the request shall be deemed to have been approved and the related covenants shall be deemed to have been fully complied with.

ARTICLE V. MAINTENANCE AND PAYMENT

1. Maintenance Costs. The cost of maintenance of the Common elements shall be shared equally between all Lot Owners.
2. By-laws of Property Owners Association. The procedure for the administration and management of the Association and the subject property shall be governed by the following By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.
3. Payment of Common Expenses. In addition, each Lot Owner hereby agrees to pay to the Board of Trustees promptly his portion of all Common Expenses, including but not limited to the cost of maintaining, repairing and replacing the entryway, the operation of all machinery and equipment related thereto, and all other related expenses, debts, obligations, and liabilities incurred by the Association hereunder.
 - a. Purpose of Assessments. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Lot Owners.
 - b. Budget. Before the annual Meeting of the Association each year, the Board of Trustees shall prepare a budget which shall set forth an itemization the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1. The budget shall be based upon advance estimates of each requirement by the Board of Trustees to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which estimates shall include but are not limited to expenses of management, grounds maintenance and repair of the entry way, for all insurance which the Board of Trustees is required or permitted to maintain, wages for employees, legal and accounting fees, any deficit remaining from a previous period; the creating of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by said Association for the benefit of the Owners under and by reason of this Declaration.
 - c. Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a Majority of the Members of the Association. Notwithstanding the foregoing, however, if the Membership disapproves the proposed budget and

Assessments or the Board of Trustees fails for any reason to establish the budget and Common Elements Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the budget and the Common Elements Assessments in affect for the then current year shall continue for the succeeding year.

- d. Method of Payment. The Board of Trustees has the sole authority and discretion to determine how and when the Assessments are to be paid between January 15th and February 15th each year. The Board of Trustees will deal with late fees as they arise and provide additional options for payment if needed.
 - e. Equitable Changes. If the aggregate of all payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of Trustees may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days prior written notice of any proposed change before it becomes effective.
4. Personal Obligation of Owner. Lot Owners are jointly and severally liable to pay all Assessments and Additional Charges; provided, however no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trusts deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.
 5. Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be otherwise entitled under Utah law, and to that extent the Owner, by accepting a deed to the Lot or as a party to any other type of conveyance, waives his right to claim the priority thereof.
 6. Individual Assessments. In addition, individual assessments may be levied by the Board of Trustees against a lot and its owner to pay or reimburse the Association for (a) Documents; (b) costs associated with the maintenance, repair or replacement of common elements for which the Lot owner is responsible; (c) any other charge, fee, due, expense or cost designated as an Individual Assessment in the Project documents; and (d) attorney's fees interest, and other charges relating thereto as provided in this Declaration.

7. Lien. If any Unit Owner fails or refuses to make any payment of his portion of the Common Expenses when due, in whole or in part, that amount constitutes a lien on the interest of the lot owner in the property, and upon the recording of a notice of lien upon the lot owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except; (1) tax and special assessment liens on the unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
8. Late Fees and Default Interest. Any Assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of One and one-half percent (1.5%) per month shall accrue on the outstanding balance of all delinquent accounts.
9. Remedies. The Board of Trustees will address unpaid assessments as they arise and provide additional options for payment if needed before seeking legal action. If any Assessments remain unpaid, the Board of Trustees may elect to institute a lawsuit to obtain a judgment or foreclose the lien, or both.
10. Duty to Pay Independent. The duty to pay Assessments is independent of the duty of the Association to maintain the Common Elements.
11. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owners interest therein by the Board of Trustees. The sale or foreclosure shall be conducted in the same manner as foreclosures on deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's assessments and a reasonable rental for the lot during the pendency of the foreclosure action. The Board of Trustees in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Board of Trustees elects to foreclose the lien in the same manner as foreclosures on deeds of trust, then the owner by accepting a deed to the lot or otherwise

accepting conveyance of an interest in the property; hereby irrevocably appoints the attorney of the Association (provided he is a member of the Utah State Bar) as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23(1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

12. Indemnity. The Association and each lot owner, by acceptance of a deed to a lot or other document of conveyance, agrees to and shall indemnify every officer of the Association and Member of the Board of Trustees against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then said Board of Directors) to which he may be a party by reason of being or having been an officer of the Association or Member of the said Board. The officers and members of the Board of Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers of the Association and Members of said Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of said Association (except to the extent that such officers or Members of said Board may also be members of said Association), and said Association shall indemnify and forever hold each such officer and member of said Board of Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the said Board, or former officer or Member of the said Board, may be entitled.

ARTICLE VII. INSURANCE

1. Insurance. The Association shall if reasonably available purchase and maintain adequate property insurance, public liability insurance, directors and officer's insurance, and a fidelity bond.
2. Deductible. The party responsible for the loss covered by the claim shall pay for the deductible on a claim made against the property insurance policy of the Association. If multiple parties are responsible then each shall pay

his proportionate share and if no party or parties are clearly responsible, then said Association shall pay the deductible.

3. Individual Insurance. Each owner and resident shall purchase and maintain adequate liability and property insurance on the lot dwelling unit, personal property and contents; provided however, no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount with the Association.
4. Priority of Coverage. In the event of duplicate coverage of a claim or loss the owner's insurance shall be primary and the insurance of the Association shall be secondary.

ARTICLE VIII. DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right, title or interest in or to the property by, through or under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.
2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.
3. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules covenants, conditions and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of be binding upon all Lot owners and their heirs, successors and assigns.
4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the above provisions, which shall remain in full force and effect.

5. Effective Date. This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the 16th day of April, 2021.

Kennington Parkway HOA, Inc.

By: *Carl R. Bench*
Carl R. Bench (President)

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 16th day of April, 2021, personally appeared before me Carl R. Bench, who by me being duly sworn, did say that they are equal partners of Kennington Parkway HOA, Inc., a Utah corporation, and that the within and foregoing instrument was signed behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said Carl R. Bench, duly acknowledged to me that said Corporation executed the same.



Alissa Wally
NOTARY PUBLIC
Residing At: Davis County
Commission Expires: 01/08/2025

EXHIBIT "A"

The Land described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

Attached Exhibit "A"

EXHIBIT "B"
BY-LAWS

The administration of KENNINGTON PARKWAY HOA, Inc. (THE "PROPERTY") AND THE KENNINGTON PARKWAY Homeowners Association. (THE "association") shall be governed by these By-laws.

1. Application of By-laws.

All present and future unit owners, mortgages, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these By-laws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration and these By-laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Board of Trustees.

a). The Administration of the property on behalf of the Association shall be conducted by a Board of Trustees of three (3) to nine (9) natural individuals.

b). The Declarant shall appoint all of the members of the Board of Trustees. At each annual meeting of the Association thereafter, the unit owners shall elect the members of the Board of Trustees for the forthcoming year. At least thirty (30) days prior to any annual meeting of the Association, the Board of Trustees shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be

members of the then Board of Trustees) who shall recommend to owners present at the annual meeting one nominee for each position on the Board of Trustees to be filled at that particular annual meeting. Nominations for positions on the Board of Trustees may also be made by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by two (2) or more unit owners and signed by the nominee named therein indicating his/her willingness to serve as a member of the Board of Trustees, if elected. Members of the Board of Trustees shall be required to be unit owners and must be natural individuals and residents of the State of Utah. c). Members of the Board of Trustees shall serve for a term of two (2) years. The terms of no more than two (2) members will end each year. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation removal. Any member of the Board of Trustees who fails to attend three (3) consecutive Board of Trustees meetings or fails to attend at least 25% of the Board of Trustees meetings held during any calendar year shall forfeit his/her membership on the Board of Trustees.

d). Any member of the Board of Trustees may resign at any time by giving written notice to the president of the Association, or the remaining Board of Trustees members. Any member of the Board of Trustees may be removed from membership on the Board of Trustees by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

e). The members of the Board of Trustees shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, that any member of the Board of Trustees may be employed by the Association in another capacity and receive compensation for such employment.

f). The Board of Trustees, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the property. The Board of

Trustees shall have the powers, duties and responsibilities with respect to the property as contained in the act, the Declaration and these Bylaws.

g). The meetings of the Board of Trustees shall be held at such places within the State of Utah as the Board of Trustees shall determine. A majority of the members of the Board of Trustees shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees. The Board of Trustees shall annually elect all of the officers of the Association. The meeting for the election of the offices shall be held at the first meeting of the Board of Trustees immediately following the annual meeting of the Association.

h). Special meetings of the Board of Trustees may be called by the president or by any two (2) Board of Trustees members.

i). Regular meetings of the Board of Trustees may be held without call or notice. The person or persons calling a special meeting of the Board of Trustees shall, at least five (5) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

j). Any member of the Board of Trustees may, at any time, waive notice of any meeting of the Board of Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at a meeting shall constitute a waiver of notice of such meeting except if a Board of Trustees member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

k). The fiscal year shall be determined by the Board of Trustees.

l). Because service on the Board of Trustees is voluntary and in the interest of being sensitive to time and commitments, it is proposed that the Committee may hold meetings via telephone, so long as all members have no difficulty hearing each other. Members of the Board

of Trustees or any subcommittee designated by the Board of Trustees may participate in a meeting of the Board of Trustees or subcommittee by means of conference telephone or other similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

m). All Board of Trustees meetings shall be open to all voting members, but attendees other than members of the Board of Trustees may not participate in any discussion or deliberation unless a formal request is made to the Board of Trustees at least one week (7 days) prior to the meeting that is to occur. The President then may set the time for the member to address the Board of Trustees not to exceed five (5) minutes.

n). Any action to be taken at the meeting of the Board of Trustees or any action that be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting for the action so taken, shall be signed by all the members of the Board of Trustees. An explanation of the action taken shall be posted at a prominent place or places within the common areas within three (3) days after the written consents of all of the members of the Board of Trustees have been obtained.

o). The Board of Trustees, with approval of a majority of a quorum, adjourn a meeting and reconvene an executive session to discuss and vote upon personnel matters, litigation or threatened litigation in which the Association is or may become involved, and orders of business of a privileged, confidential, sensitive or similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3. Meetings of the Association.

a). The presence of any number in person or by proxy at any meeting of the Association shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the unit owners upon a majority vote of more than * (76 percent) of the unit owners who are present in person or by proxy and who are voting.

b). Unless otherwise determined by the Board of Trustees, the annual meeting of the Association shall be held on the last Thursday of October at 7:00 p.m. at

the property or at such other reasonable date, time and place (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Trustees delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting the Board of Trustees shall furnish to the unit owners; (a) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each unit owner; and (b) a statement of the common expenses itemizing the receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. The budget statement shall be delivered at the annual meeting to owners present, copies can be provided at request following the meeting.

c). Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Trustees, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

d). Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these bylaws.

4. Officers.

a). All officers and employees of the Association shall serve at the will of the Board of Trustees. The officers shall be a president, secretary and treasurer. The Board of Trustees may appoint such other assistant officers, as the Board of Trustees may deem necessary. No officer shall be required to be a unit owner, but the president must be a member of the Board of Trustees. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Trustees and may be removed and replaced by the Board of Trustees.

b). The president, shall be the chief executive of the Board of Trustees and shall preside at all meetings of

the unit owners and of the Board of Trustees and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He/She/They shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He/She/They shall do and perform all acts that the Board of Trustees may require.

c). The secretary shall keep minutes of all proceedings of the Board of Trustees and of the meeting of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the Board of Trustees. In the absence or inability of the president the secretary shall perform the functions of the president.

d). The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

5. Litigation.

a). If any action is brought by one or more but less than all unit owners on behalf of the Association and recovery is had, the plaintiffs expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the unit owners or against the Board of Trustees, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners. The plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.

b). Complaints brought against the Association, the Board of Trustees or the officers, employees or agents thereof in their respective capacities as such or the property as a whole, shall be directed to the Board of Trustees, which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the Board of Trustees and the unit owners and mortgagees shall have no right to participate other than through the Board of Trustees in such defense. Complaints against one or more, but less than all unit owners shall be directed to such unit owners who shall promptly give written notice thereof to the Board of

Trustees and to the mortgagees affecting such units and shall be defended by such unit owners.

6. Accounting.

a). The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

b). At the close of each fiscal year the books and records of the Board of Trustees shall be reviewed by a certified public accountant approved by the Association.

c). The books and accounts of the Association shall be available for inspection upon request.

7. Special Committees.

The Board of Trustees by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Trustees. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The members of such special committee or committees designated shall be appointed by the Board of Trustees or the president. The Board of Trustees or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

8. Amendment of Bylaws.

These Bylaws may be amended by at least 90 percent majority affirmative vote of the Association for those present at a meeting duly called for such purposes. Any material amendment to these Bylaws must be approved in writing by all mortgagees as defined in the Declaration. Upon such an affirmative vote, the Board of Trustees shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the unit owners and mortgagees where necessary and the amendment shall be effective upon recording.

9. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

10. Captions.

The captions herein are inserted only as a matter of convenience and for the reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

11. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of which they are a part.

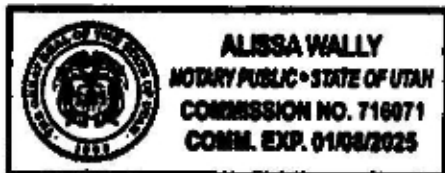
IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the 16th day of April, 2021.

Kennington Parkway HOA, Inc.

By: Carl R. Bench
Carl R. Bench (President)

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 16th day of April, ~~2020~~²⁰²¹, personally appeared before me Carl R. Bench, who by me being duly sworn, did say they are equal partners of Kennington Parkway, Inc., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said Carl R. Bench did duly acknowledged to me that said corporation executed the same.



Alissa Wally

Davis county

01/08/2025

PRELIM 11-758
LAST 9
02/24/13

N

SCALE: 1" = 100'

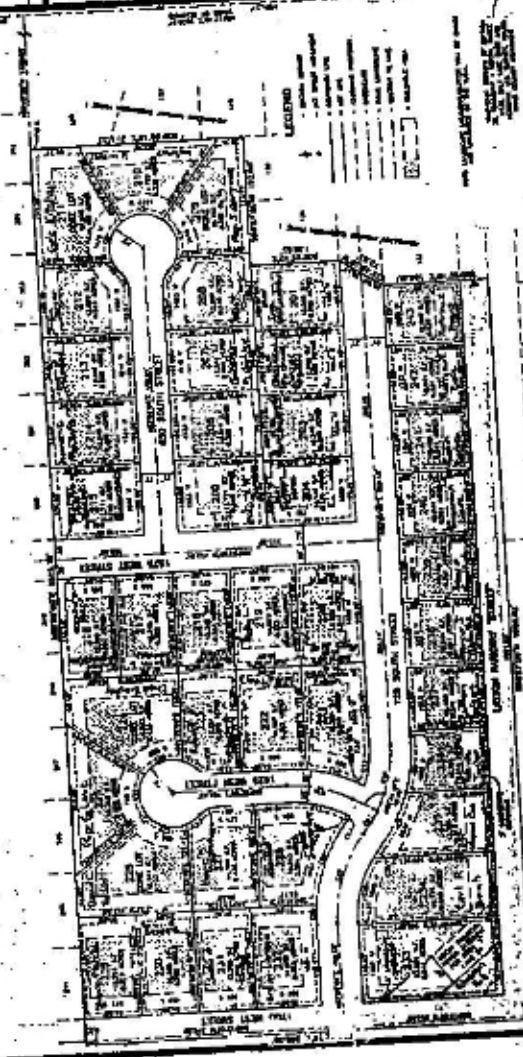
**DEVELOPMENT: KENNINGTON PARKWAY
SUBDIVISION PHASE 2
CITY: LAYTON LOTS 201 THRU 243**

80 LAM BARS, 30 T-RAYS & 10 V
1/2" DIA. BARS COUNTY 97249

DATE: 02/24/13

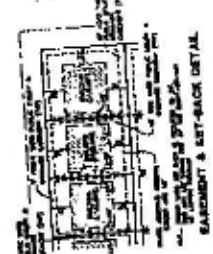
KENNINGTON PARKWAY SUBDIVISION PHASE 2
PART OF THE SUBDIVISION SUBJECTS OF RECORD IN PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243

Castle Creek Homes, LLC
Divers Ave. Suite 100, Parkdale

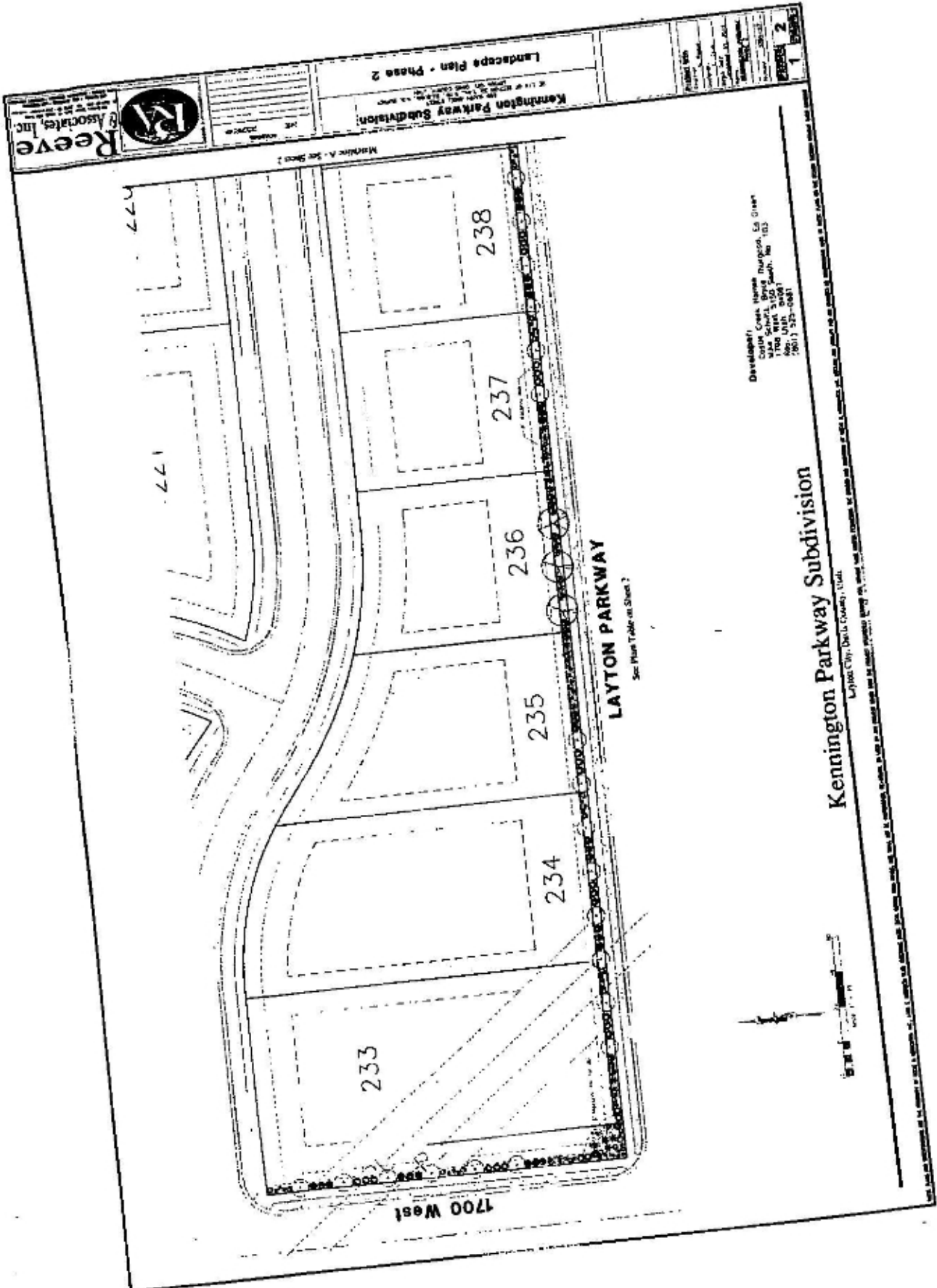


CURVE TABLE

STATIONING	CHORD BEARING	CHORD DIST.	TANGENT DIST.	CHORD CURV. RAD.	CHORD CURV. AREA	CHORD CURV. PERIM.
1+00.00	S 15° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+100.00	S 30° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+200.00	S 45° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+300.00	S 60° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+400.00	S 75° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+500.00	S 90° 00' 00" W	100.00	57.73	100.00	1570.80	314.16
1+600.00	S 75° 00' 00" E	100.00	57.73	100.00	1570.80	314.16
1+700.00	S 60° 00' 00" E	100.00	57.73	100.00	1570.80	314.16
1+800.00	S 45° 00' 00" E	100.00	57.73	100.00	1570.80	314.16
1+900.00	S 30° 00' 00" E	100.00	57.73	100.00	1570.80	314.16
2+000.00	S 15° 00' 00" E	100.00	57.73	100.00	1570.80	314.16



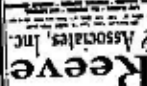
758 11



Landscape Plan - Phase 2

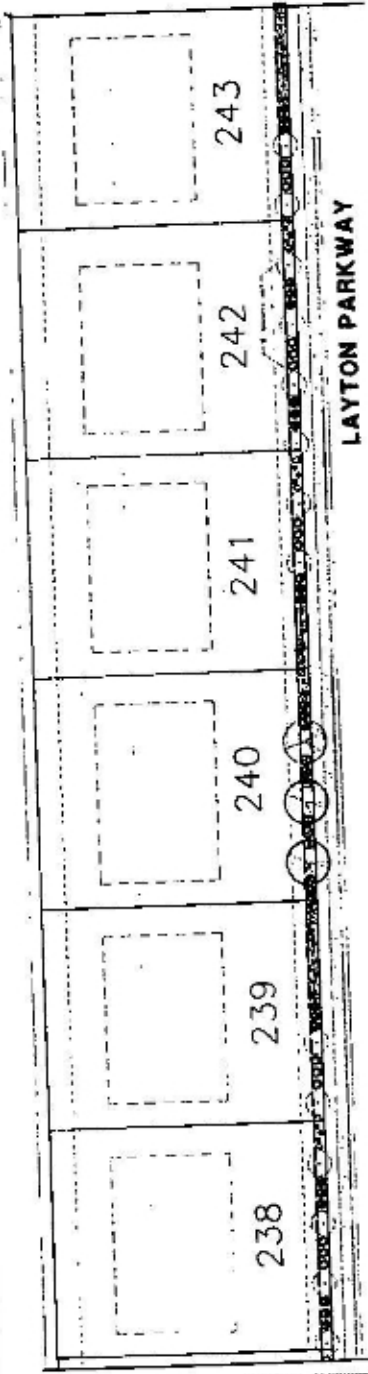
Kennington Parkway Subdivision

Sheet 2 of 2



Reeve Associates, Inc.
10000 Kennington Parkway
Suite 100
Dallas, Texas 75243
Phone: (214) 343-1100
Fax: (214) 343-1101

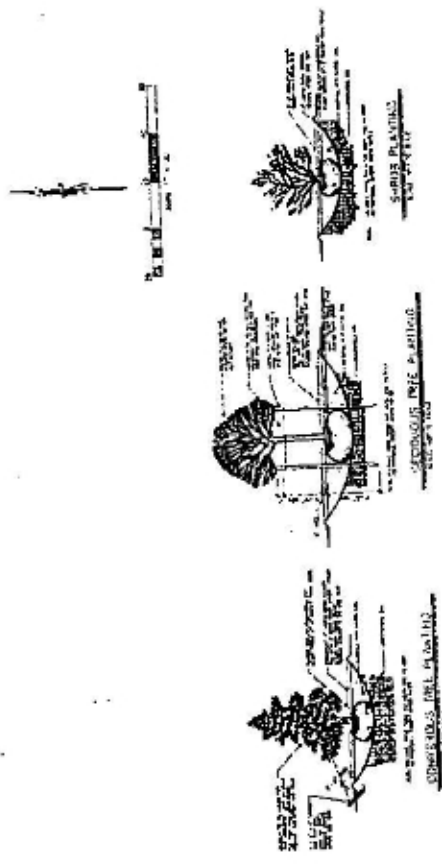
DATE: 08/15/00
SCALE: AS SHOWN
PROJECT: Kennington Parkway Subdivision
SHEET: 2 OF 2



Plant Table - Phase 2

NO.	SYMBOL	PLANT NAME	COMMON NAME	PLANTING RATE
1	○	FRAXINUS VIRGINIANA	Green Ash	1 per 1000 sq. ft.
2	○	QUERCUS LAEVIS	White Oak	1 per 1000 sq. ft.
3	○	QUERCUS PRINCEPIUM	Principle Oak	1 per 1000 sq. ft.
4	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
5	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
6	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
7	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
8	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
9	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
10	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
11	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
12	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
13	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
14	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
15	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
16	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
17	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
18	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
19	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
20	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
21	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
22	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
23	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
24	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
25	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
26	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
27	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
28	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
29	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
30	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
31	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
32	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
33	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
34	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
35	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
36	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
37	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
38	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
39	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.
40	○	QUERCUS SP.	White Oak	1 per 1000 sq. ft.

NOTES:
1. All plants to be installed in accordance with the specifications of the American Nursery & Landscape Association (ANLA) and the National Association of Landscape Professionals (NALP).
2. All plants to be installed in accordance with the specifications of the American Nursery & Landscape Association (ANLA) and the National Association of Landscape Professionals (NALP).
3. All plants to be installed in accordance with the specifications of the American Nursery & Landscape Association (ANLA) and the National Association of Landscape Professionals (NALP).



Developer:
The Kennington Group
1700 West 51st Street, Suite 100
Dallas, Texas 75243
Phone: (214) 343-1100

Kennington Parkway Subdivision

Layton City, Ohio County, Ohio

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF SEVEN OAKS LANDSCAPE ARCHITECTS, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF SEVEN OAKS LANDSCAPE ARCHITECTS, INC. IS STRICTLY PROHIBITED.