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WHEN RECORDED, RETURN TO:
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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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**DECLARATION OF BUILDING AND USE RESTRICTION
OF
FEATHERING SANDS SUBDIVISION**

12-674-0401 → 0406
12-675-0501 → 0509
12-676-0601 → 0607

ARTICLE I PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE UNDERSIGNED, being the Owners (hereinafter the "Declarant") of the following described real property located in Davis County, State of Utah, to-wit:

Phase 4, Lots 401 through 406, inclusive, and
Phase 5, Lots 501 through 509, inclusive, and
Phase 6, Lots 601 through 607, inclusive, FEATHERING SANDS
SUBDIVISION, according to the official records of the county recorder's office
of Davis County, State of Utah.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations, which shall run with the Lots and shall be binding on all parties having or acquiring any right, title or interest in the Lots and shall inure to the benefit of each such party.

ARTICLE II DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

2.1 Association shall mean the Feathering Sands Home Owners Association, a Utah limited liability company; the Feathering Sands Home Owners Association Articles of Organization are attached hereto as Exhibit "A" and incorporated by this reference.

2.2 Easement Areas shall mean the property, owned by individual Lot owners and maintained by the Association more particularly described in Exhibit "B" attached hereto and incorporated by this reference.

2.3 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions.

2.4 Architectural Control Committee shall mean the Architectural Control Committee established by and referred to in Article IV of this Declaration.

2.5 Living Unit shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Lot and used in conjunction with such residence.

2.6 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.

2.7 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Davis County, Utah) of a fee or undivided fee interest in any Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it.

2.8 Property shall mean the Property described in Exhibit "C" attached hereto, which includes all land covered by this Declaration, including Easement Areas.

2.9 Lot shall mean and refer to any one of the individual lots of land within the boundary of the Property as shown upon and designated on the Plat.

2.10 Plat shall mean and refer to the Plat of Feathering Sands Subdivision, prepared and certified by O. Neil Smith of Onesco Engineering, Inc., a licensed professional engineer, executed and acknowledged by Declarant on _____, 2006, which was recorded in the official records of Davis County, Utah, on _____, 2006 at _____ p.m., as Entry No. _____ (Phase 4), Entry No. _____ (Phase 5), and Entry No. _____ (Phase 6), in Book _____, at Page _____ (Phase 4), Page _____ (Phase 5), and Page _____ (Phase 6), in the office of the County Recorder of Davis County, Utah

2.11 Member shall mean and refer to every person who holds membership in the Association.

2.12 Declarant shall mean Terraventure Development, Ltd. and its successors and assigns.

ARTICLE III RESIDENTIAL AREA COVENANTS

3.1 Land Use and Building Type. No lot shall be used except for residential

purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. Each dwelling shall have as a minimum a two car garage. All dwellings shall have a concrete paved driveway (or other hard surface approved by the Architectural Control Committee) from the garage to the street allowing safe ingress and egress. Said premises shall be used for private resident purposes only except as hereinafter set forth, and no structure of any kind shall be moved upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

3.2 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 has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior with existing structures, and as to location with respect to topography and finish grade elevation.

3.3 Fences. Fences should be kept to a minimum to encourage the use of natural habitat and aesthetics. Any fence constructed on any lot shall be as approved by the Architectural Control Committee and in conformity with the following standards and guidelines:

A. Materials. Fences or walls shall be of wood, brick, wrought iron, vinyl, or stone. No fence or walls of chain link, wire mesh, slump block, painted or unpainted concrete block shall be allowed

B. Height. Fences, walls, or hedges shall not exceed six (6) feet in height.

C. Dimensions. No hedge fence, or wall more than three (3) feet high shall be erected, placed, altered, or permitted to remain in any Lot closer to the front of the street than the front wall of the residential structure on said Lot, or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

3.4 Licensed General Contractor. Unless the Architectural Control Committee gives a written waiver of approval to a lot owner, no building shall be erected, altered or placed on any lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

3.5 Dwelling, Quality and Size. The minimum permitted dwelling sizes shall be as follows:

A. The ground floor square feet area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 1,350 square feet for a one-story dwelling.

B. In a two-story home, which is two stories above the curb level, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 1,800 square feet. The main floor of a two-story home, exclusive of garages and any open porches, shall not be less than 1,350 square feet.

C. In a multi-level home (i.e. three or four level split), the top two levels of the main structure, exclusive of garage and any one story open porches, shall not be less than 1,350 square feet.

D. The basement area shall in no event be considered a story for the purpose of these covenants.

E. At least ninety percent (90%) of the main floor exterior wall surface of a dwelling shall consist of brick, rock, stucco, or a combination. All construction shall be of new materials, unless otherwise specifically approved in writing by the Architectural Control Committee. Aluminum trim may be used on soffits and bay windows not to exceed five percent (5%) of surface. All soffits shall be a minimum of six inches (6"). The front and sides shall have a minimum of 30% brick or rock or a combination.

F. Aluminum trim may be used on soffits but shall not exceed five (5) percent of the total surface area. All soffits shall be a minimum of six (6) inches.

G. All exterior materials must be approved by the Architectural Control Committee prior to commencement of construction.

H. Roofing materials shall be architectural grade asphalt shingles (minimum 20 year type), tile or cedar shake, or as approved by the Architectural Control Committee. All roofs shall have a pitch of 6-12 or greater (rise over run shall be 6-12 or greater) unless approved by the Architectural Control Committee. All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, etc. are to be painted to match the color of the roof or the trim.

I. All dwellings shall be stick built on site. No prefabricated or manufactured homes shall be permitted.

J. Any exposed concrete which, in the discretion of the Architectural Control Committee does not harmonize with the existing surroundings and structures shall be stepped down or shall be covered with approved veneers or hidden from view with appropriate landscaping of the Owner's choice with Committee consent.

The purpose of these covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. The minimum square footage cited in this paragraph can be waived if prior written approval of the Architectural Control Committee is

obtained and the lot size and topography justifies the waiver, and all other covenants contained in this declaration are met.

The Architectural Control Committee reserves the right to be "subjective" in approving or disapproving the construction of any home to be built in the subdivision in order to enhance and protect the value, desirability, and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all lot owners, that there will be variations and adjustments made by the Architectural Control Committee in approving or disapproving building plans. The process of approval by the Architectural Control Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with these Protective Covenants.

3.6 Building Location.

A. Any dwelling or improvements erected or placed on the Lot shall be situated within the side yard, set back, and rear lot line, as required by Layton City ordinances. Dwellings, detached garages or other permitted accessory buildings may not encroach upon any easements.

B. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

3.7 Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and 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 easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot, except for those improvements for which a public authority or utility company is responsible. These easements include, but are not limited to the following:

- a. Clearfield – Freeport Storm Drain
- b. West Layton Irrigation Company – Davis/Weber Canal Company
- c. Layton City Landscape Easement
- d. Layton City Detention Pond
- e. Public Utility Easements

3.8 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on patios or in other open areas, unless the patio or area is enclosed and designed for such purpose. All roof mounted heating and cooling equipment must be set back to the back side of the roof out of view from the street.

3.9 Rooftop Antennas. No television, ham radio, citizens band, radio antennae, or

satellite dish exceeding 36" or other similar electronic receiving or sending device shall be permitted to view from the street or any other lot. Such antennas, if used, must be of the type that are installed within the natural building structure.

3.10 Automobiles and RV's. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the front or side street of the lots unless they are in running condition, properly licensed and are being regularly used. Automobiles parked on a street must be moved at least every 48 hours. All RV's stored or parked on the lot must be located to the side or in the rear of the home and must be concealed from the front of the street.

3.11 Landscaping. Trees, lawns, shrubs, or other plantings on an owner's lot shall be properly nurtured and maintained or replaced by the property owner at the owner's expense. All landscaping in the Easement Area shall be maintained by and at the expense of the Association. Within one year of occupancy of a home built in the subdivision, the front and side yards, and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. "Acceptable landscaping" and "lawn" shall be interpreted by the then existing Architectural Control Committee which will reflect the majority view of the then-existing homeowners in the subdivision.

3.12 Landscaping Easement. The Association hereby reserves an easement to conduct all activity necessary to the proper maintenance of the Easement Areas including but not limited to landscaping, fencing, and yard maintenance. Such easement shall run in favor of the Association or any competent entity contracted or assigned by the Association to conduct those activities at its behest including a municipality or other governmental entity.

3.13 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

3.14 Private Residence, Moving of Structures, Incomplete Building. Said premises shall be used for private residence purposes only, except as hereafter set forth, and no structure of any kind shall be moved from any other prior residence upon said premises. No incomplete building shall be allowed to remain incomplete for a period in excess of one year from the date the building is started unless approved, in writing, by the Architectural Control Committee.

3.15 Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period, or signs used by a property owner advertising the property for sale.

3.16 Mailboxes. Mailboxes are to be of the uniform standardized design selected by the Architectural Control Committee.

3.17 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept

provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under handler's control.

3.18 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such 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.

3.19 Offsite Improvements.

A. Before taking title or possession of any Lot from the Developer, the Purchaser shall inspect the completed off-site improvements. Except for deficiencies or defects specified by the Purchaser to the Developer before ownership is taken, purchaser hereby releases the developer from further obligations or responsibility as to the installation of the off-site improvements.

B. If the offsite improvements are not complete at the time ownership is taken, the Developer will upon completion of the uncompleted off-site improvements give written notice of completion to Purchaser and, unless Purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion the off-site improvements shall be deemed acceptable to the Purchaser and the Developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete off-site improvements.

C. Upon transfer of title from Developer to Purchaser, Purchaser shall make proper inspection of the improvements made to the property and satisfy themselves the improvements exist and are in proper condition prior to closing (transfer of title). At closing all improvements shall be accepted in "AS IS" condition. Some, but not all of the improvements, to be considered are:

- | | |
|--------------------|--------------------------------------|
| 1. Sewer | 7. Land Drains |
| 2. Culinary Water | 8. Curb and Gutter |
| 3. Secondary Water | 9. Sidewalks |
| 4. Gas | 10. Grading |
| 5. Electric | 11. Surface Water and Storm Drainage |
| 6. Phone | 12. Other as applicable |

Concurrently the Purchaser accepts responsibility for all storm water control, and, any and all responsibilities related to the Utah Department of Environmental Quality Division of Water Quality and the U.S. Environmental Protection Agency.

3.20 Damage to Other Lots or Structures. The Owner of a Lot shall be liable for any damage done to another Lot, or to improvements thereon, caused by the Lot Owner or by Lot Owner's contractor.

3.21 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.22 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained, or permitted upon any lot.

3.23 Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3.24 Re-subdivision of Lots. Declarant, or their heirs, successors and assigns, may re-subdivide Lots as allowed by the City of Layton without obtaining the consent of the other Owners in the subdivision, and each such owner agrees to sign any Plat required by Layton City and to cooperate with Declarant in re-subdividing Lots. The developer has donated lots between lot 206 and 207 for flood control in times of surplus runoff. At other times this area may be used as a neighborhood park. However, if it is determined that this area is not required for detention the property shall revert back to the donor to be subdivided and sold as building lots.

3.25 Damage. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or builder of any particular Lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.1 Membership. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members of the Committee shall have full

authority to select 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. A majority of the committee may designate a representative to act for it. At such time that all lots owned by the Declarant are sold, the aforementioned Declarant shall be released from responsibility of the committee. At any time after all lots owned by the Declarant are sold, the record owners of a two-thirds majority of the then recorded owners of the lots 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 initial Architectural Control Committee is composed of:

David E. Adams	545 South Main Street	Layton, Utah
David E. Adams II	1157 East Fairway View Drive	Fruit Heights, Utah
J. Stuart Adams	3271 East 1875 North	Layton, Utah

4.2 Procedure. 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, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

4.3 Rules and Regulations. The Committee shall have the authority to adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and may keep written minutes of its meetings, which shall be open for inspection upon request of any Lot Owner. The Committee shall, by majority vote, elect one (1) of the members as chairman and one (1) of its members as Secretary and the duties of each will be such as usually appertains to such offices. The Committee shall meet as often as needed as determined by the Committee. The Committee shall have power, by a majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, are subject to amendment by the Committee. By a majority vote of the Lot Owners, in person or by proxy at a duly called meeting, or by absentee ballot properly signed by the Lot Owner, any rule or regulation may be amended, adopted or repealed. The Owner(s) of each Lot shall have one (1) vote. Multiple Owners of a given Lot must select a single representative to cast the vote for their lot

4.4 Transfer of Control. At the point that 90% or more of the lots in the Feathering Sands Subdivision are sold, the Architectural Control Committee will then be controlled by the property owners who shall vote for three (3) of members to serve on the Architectural Control Committee. They shall adopt rules and regulations concerning voting and any other matters needed to operate and fulfill the purposes and responsibilities of the Architectural Control Committee.

4.5 Immunity. Notwithstanding the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design

comply with the restrictions contained in this declaration, and no member of the Architectural Control Committee shall have any liability, responsibility, or obligation, whatsoever, for any decisions or lack thereof, in the carrying out of the duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such owner's property or buildings to be constructed on his or her property.

I. ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every Owner upon acquiring title to a Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Lot ceases for any reason, at which time his/her membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.

5.2 Voting Rights. The Association shall have the following described two classes of Voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to 5 votes for Lot which it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member(s).

(b) August 31, 2010.

5.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

5.4 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Lot and shall file a copy of such

conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

I. ARTICLE VI OPERATION AND MAINTENANCE

6.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

A. The association shall accept all owners as Members of the Association.

B. The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Easement Area, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Members holding at least two-thirds (2/3) of the votes of each class of membership of the Association.

6.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a limited liability company, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided.

6.3 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, the use and maintenance the Easement Areas.

6.4 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

II. ARTICLE VII ASSESSMENTS

7.1 Personal Obligation and Lien. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such

assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Easement Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

7.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Easement Areas, maintenance, repair, and improvements of the Easement Areas, management and supervision of the Easement Areas establishing and funding of a reserve to cover major repair or replacement of improvements within the Easement Areas and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Easement Areas that must be maintained, repaired or replaced on a periodic basis.

7.3 Monthly Assessments. The Association shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Association to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 7.6 below.

7.4 Special Assessments. From and after the date set under Section 7.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

7.5 Quorum Requirements. The quorum at any meeting required for any action authorized by Section 7.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 7.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

7.6 Uniform Rate of Assessment. All monthly and special assessments authorized by Section 5.03 or 5.04 above shall be fixed at a uniform rate for all Lots; provided, however, that until a Lot has been both fully improved with a Living Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Lot shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Lots adversely affected. Late payment fees shall be \$25.00, or \$5.00 greater than a non-sufficient fund check fee at Barnes Banking Company, whichever is greater.

7.7 Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots as of the second month following conveyance shown on the Plat. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

7.8 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

7.9 Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

7.10 Foreclosure of Lien as Trust Deed. The lien for nonpayment of assessments may be enforced by sale or foreclosure of the owner's interest therein by the Association. The sale or foreclosure shall be conducted in the same manner as foreclosures in 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 fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association may require the appointment of a receiver to collect the rental amount 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 Association elects to foreclose on the lien in the same manner as a deed of trust, then the owner by accepting a deed to the Lot or otherwise accepting the 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 57-1-23 (1953)*, as amended from time to time. 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.

7.11 Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Lot from the lien of any assessment thereafter becoming due.

ARTICLE VIII GENERAL PROVISIONS

8.1 Accepted Declarant Activities. Nothing in this Declaration shall prevent Declarant, Declarants' developer transferees or the employees, contractors, or sub-contractors of Declarant or Declarants' developer transferee from doing on any part or parts of the subdivision whatever they determined may be reasonably necessary or advisable in connection with the development of the subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the subdivision; conducting the business of establishing the subdivision as a residential community in the disposing of lots by sale, lease, or otherwise; and the maintaining of such sign or signs on any of the lots owned or controlled by the Owners or Declarant's developer transferee as may be reasonably necessary or lease of subdivision lots. As used in this section, the words "Declarant's developer transferee" specifically exclude individual purchases of improved lots.

8.2 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

8.3 Enforcement. Layton City shall have the right and authority to enforce the terms and provisions of this agreement against any individual Owner. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The rights granted herein to enforce this Declaration of Protective Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any other person in law or in equity. Any person or persons who bring a successful action to enforce this declaration shall be entitled to an

award for reasonable attorney's fees and costs incurred in prosecuting such action.

8.4 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

8.5 Acceptance of Restrictions. All purchasers of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

8.6 Modification. This Declaration of Protective Covenants may be modified, amended, supplemented, or canceled by an instrument signed by a two-thirds (2/3) majority of the then owners of record of all lots in the Subdivision.

Dated this 09 day of FEBRUARY, 2007.

The Adams Company Operations, Inc

[Signature]
By: _____
Its: Vice President.

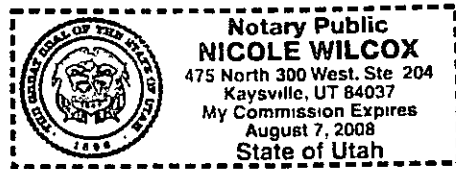
STATE OF UTAH)
) : ss
COUNTY OF Davis)

On the 09 day of February, 2007, personally appeared before me David E. Adams II, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 09 day of February, 2007.

Nicole Wilcox
Notary Public

Residing at: Kaysville, Davis, Utah
My Commission Expires: August 7, 2008



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EXHIBIT "A"

**ARTICLES OF ORGANIZATION OF
FEATHERING SANDS HOME OWNERS ASSOCIATION,
A LIMITED LIABILITY COMPANY**

**ARTICLE I
ORGANIZER**

1.1 The undersigned persons, each being more than eighteen 18 years of age, do hereby create the Company, pursuant to the Utah Limited Liability Company Act (the "Act") at U.C. 48-2c-§101-§1902, and adopt the following Articles of Organization.

**ARTICLE II
NAME**

2.1 The name of this limited liability company is Feathering Sands Home Owners Association L.L.C., referred to in these Articles of Organization as the "Company".

**ARTICLE III
REGISTERED OFFICE AND AGENT**

3.1 The designated office and the Company's registered office is 475 North Third West, Suite204, Kaysville, Utah 84037. The Company's initial registered agent is David E. Adams II, whose office is located at 1157 East Fairway View Drive, Fruit Heights, Utah.

David E. Adams II
REGISTERED AGENT, Accepting designation as
registered agent of this limited liability company.

3.2 The Division of Corporations and Commercial Code of the Department of Commerce (the "Division") is appointed the agent of the Company of process if the above agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence.

**ARTICLE IV
DURATION**

4.1 Unless dissolved earlier, the Company will dissolve automatically on August 31, 2004. Except for prior amendment to this Article III, no act by the Company or its members can avoid the dissolution.

**ARTICLE V
PURPOSE AND POWERS**

5.1 The Company is organized for any legal and lawful purpose permitted under the Act.

5.2 The Company shall have any and all powers provided or permitted under the Act and may use those powers to any legal and lawful purpose.

**ARTICLE VI
MANAGEMENT BY MEMBERS**

6.1 The Company will be managed by members, as further provided for in the Declaration of Conditions Covenants and Restrictions of the Feathering Sands Subdivision. The names and addresses of the initial members are:

1. David E. Adams 545 South Main Street Layton, Utah
2. David E. Adams II 1157 East Fairway View Drive Fruit Heights, Utah
3. J. Stuart Adams 3271 East 1875 North Layton, Utah

**ARTICLE VII
OPERATING AGREEMENT**

7.1 The members of the Company may adopt an operating agreement and incorporate any provisions therein not inconsistent with the Act.

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Dated this ____ day of _____, 2006.

Feathering Sands Home Owners Association

By: _____
Member

Dated this ____ day of _____, 2006.

Feathering Sands Home Owners Association

By: _____
Member

Dated this ____ day of _____, 2006.

Feathering Sands Home Owners Association

By: _____
Member

EXHIBIT "B"

EASEMENT AREAS

- Phase 1** As noted on the Feathering Sands Subdivision Phase 1 Plat which was recorded in the official records of Davis County, Utah, on September 23, 2005 at 12:55 p.m., as Entry No. 2108095, in Book 3877, at Page 704.
- Phase 2** As noted on the Feathering Sands Subdivision Phase 2 Plat, "Proposed."
- Phase 3** As noted on the Feathering Sands Subdivision Phase 3 Plat which was recorded in the official records of Davis County, Utah, on September 23, 2005 at 12:55 p.m., as Entry No. 2108096, in Book 3877, at Page 705.
- Phase 4** As noted on the Feathering Sands Subdivision Phase 4 Plat, "Proposed."
- Phase 5** As noted on the Feathering Sands Subdivision Phase 5 Plat, "Proposed."
- Phase 6** As noted on the Feathering Sands Subdivision Phase 6 Plat, "Proposed."

EXHIBIT "C"

FEATHERING SANDS

PHASE 4 BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 317 FEATHERING SANDS SUBDIVISION – PHASE 3, WHICH IS LOCATED S 89° 53' 55" E 309.00 FEET ALONG THE SECTION LINE AND N 00° 11' 35" E 516.07 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M., RUNNING THENCE N 00° 11' 35" E 240.99 FEET ALONG THE EAST BOUNDARY LINE OF SAID PHASE 3, THENCE S 89° 48' 25" E 124.50 FEET, THENCE N 00° 11' 35" E 5.95 FEET, THENCE S 89° 48' 25" E 226.50 FEET, THENCE S 00° 11' 35" W 240.99 FEET TO THE NORTHEAST CORNER OF FEATHERING SANDS SUBDIVISION – PHASE 2, THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 2, THE FOLLOWING THREE COURSES: (1) N 89° 48' 25" W 226.50 FEET, (2) S 00° 11' 35" W 5.95 FEET, (3) N 89° 48' 25" W 124.5 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.942 ACRES

BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M. AS S 89° 53' 55" E MARKED BY DAVIS COUNTY MONUMENTS.

PHASE 5 BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 314 FEATHERING SANDS SUBDIVISION – PHASE 3, WHICH IS LOCATED S 89° 53' 55" E 309.00 FEET ALONG THE SECTION LINE AND N 00° 11' 35" E 757.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M., RUNNING THENCE N 00° 11' 35" E 401.65 FEET ALONG THE EAST BOUNDARY OF SAID PHASE 3, THENCE S 89° 48' 25" E 184.50 FEET, THENCE S 00° 11' 35" W 4.38 FEET, THENCE S 89° 48' 25" E 166.50 FEET, THENCE S 00° 11' 35" W 391.32 FEET TO THE NORTHEAST CORNER OF FEATHERING SANDS SUBDIVISION – PHASE 4, THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 4, THE FOLLOWING THREE COURSES: (1) N 89° 48' 25" W 226.50 FEET, (2) S 00° 11' 35" W 5.95 FEET, (3) N 89° 48' 25" W 124.5 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.189 ACRES

BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M. AS S 89° 53' 55" E MARKED BY DAVIS COUNTY MONUMENTS.

PHASE 6 BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M.

BEGINNING AT THE NORTHWEST CORNER OF LOT 309, FEATHERING SANDS SUBDIVISION – PHASE 3, WHICH IS LOCATED N 00° 11' 35" E 1229.74 FEET ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M., RUNNING THENCE N 00° 11' 35" E 89.25 FEET ALONG THE EAST BOUNDARY LINE OF SUNSET FARMS NO. 1., THENCE N 89° 50' 52" E 124.50 FEET, THENCE S 89° 55' 21" E 535.50 FEET, THENCE S 00° 11' 35" W 166.00 FEET TO THE NORTHEAST OF FEATHERING SANDS SUBDIVISION – PHASE 5, THENCE ALONG FEATHERING SANDS SUBDIVISION, THE FOLLOWING FIVE COURSES: (1) N 89° 48' 25" W 166.50 FEET, (2) N 00° 11' 35" E 4.38 FEET, (3) N 89° 48' 25" W 309.00 FEET, (4) N 00° 11' 35" E 70.54 FEET, (5) N 89° 48' 25" W 184.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.156 ACRES

BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, T. 4 N., R. 2 W., S. L. B. & M. AS S 89° 53' 55" E MARKED BY DAVIS COUNTY MONUMENTS.