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UTAH LAND & LIVESTOCK, L.L.C.
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SALT LAKE CITY, UTAH 84101

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SIERRA ESTATES PHASE-2 SUBDIVISION

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TABLE OF CONTENTS

E 1259329 B 2018 P 1357

1.	DEFINITIONS	1
2.	MUTUAL AND RECIPROCAL BENEFITS	2
3.	PERSONS BOUND	2
4.	LAND USE AND BUILDING TYPE	2
5.	NUISANCES AND RELATED MATTERS	3
6.	EASEMENTS	3
7.	ARCHITECTURAL CONTROL COMMITTEE	4
8.	ARCHITECTURAL CONTROL COMMITTEE MEMBERS	4
9.	ARCHITECTURAL AND STRUCTURAL CONTROL	5
10.	ARCHITECTURAL PROCEDURE	6
11.	ADDITIONAL COVENANTS	6
12.	VIOLATIONS OF RESTRICTIONS; PENALTIES	7
13.	AMENDMENT	7
14.	NO WAIVER	7
15.	SEVERABILITY	7
16.	CAPTIONS	8
17.	LAW CONTROLLING	8
18.	EFFECTIVE DATE	8
	EXHIBIT A	9

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SIERRA ESTATES PHASE-2 SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this _____ day of June, 1996, by UTAH LAND & LIVESTOCK, L.L.C. (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the record owner of certain parcel of real property located in Davis County, Utah, more particularly described on Exhibit A attached hereto (the "Property"), known as Sierra Estates Phase-2 Subdivision (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Project may be put.

1. DEFINITIONS.

When used in this Declaration, including the Recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:

1.1 Declarant shall mean and refer to Utah Land & Livestock, L.L.C.; any successors to or grantees of such individuals who, either by operation of law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant.

1.2 Declaration shall mean and refer to this instrument as amended from time to time.

1.3 Dwelling shall mean and refer to a separate residential dwelling unit together with garages and/or other attached structures located on a Lot within the Project.

1.4 Lot shall mean and refer to those thirty-one (31) single family residential building lots identified and referred to in this Declaration and on the Plat.

1.5 Plat shall mean and refer to the subdivision plat entitled "SIERRA ESTATES PHASE-2", filed with the Davis County Recorder on June 26, 1996, Entry No. 1258132, as the same may be amended from time to time.

1.6 Owner shall mean the person or entity holding a record fee simple ownership interest in a Lot or Dwelling, including Declarant and purchasers under installment contracts. Owner shall not include persons or entities who hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

1.7 Project shall mean the real property described on Exhibit A, together with all improvements thereon.

2. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitudes on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

3. PERSONS BOUND.

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements and shall be bound thereby. Any mortgage or other encumbrance of any Lot or Dwelling in the Project shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

4. LAND USE AND BUILDING TYPE.

4.1 No Lot shall be used except for single family residential and related purposes.

4.2 No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling and a private garage for not more than three (3) vehicles.

4.3 No trailer, mobile home, modular home, prefabricated home, A-frame or log homes, basement, tent, shack or other out buildings shall be placed upon or used at any time within the Project as a temporary or permanent residence.

4.4 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwellings thereon.

4.5 Every Dwelling, exclusive of garages and open porches or decks, shall have a minimum area above the ground of 950 square feet.

5. NUISANCES AND RELATED MATTERS.

5.1 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

5.2 No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets do not create a nuisance.

5.3 Except for signs displayed by the Declarant for the sale of Lots or Dwellings, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.

5.4 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.

5.5 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

5.6 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that television antennas and satellite dishes may be placed on a Lot in a location to be approved by the Architectural Control Committee.

5.7 An Owner shall not subdivide or in any manner cause his or her Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat, nor shall any Owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into time share units of any duration, form or kind whatsoever.

6. EASEMENTS.

Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and

the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the convenience of the Owners of Lots, as may be shown on the Plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant.

7. ARCHITECTURAL CONTROL COMMITTEE.

An Architectural Control Committee (hereinafter the "Committee"), consisting of no less than three (3) and no more than five (5) members is hereby created. The Declarant shall be entitled to appoint three (3) initial members of the Committee, and Declarant may appoint two (2) additional members from among purchasers of Lots. Declarant may fill vacancies in the Committee and remove members thereof at its pleasure. Provided, however, that when 80% of the Lots have been sold (either deeded or sold under contract of sale), thereafter a majority of the existing Owners (either by contract of purchase or in fee) of Lots may designate a person or persons whom such Owners desire to make a member or members of the Committee, and the Declarant will appoint such person or persons to the Committee, and if necessary, will remove from the Committee existing members in order to create vacancies for the new appointments. Provided, however, that one person designated by the Declarant shall always remain a member of the Committee if the Declarant so desires. In addition to the functions elsewhere in the Declaration set forth, the functions of the Committee shall be to pass upon, approve or reject any plans or specifications for structures to be erected on Lots, so that all structures shall conform to the restrictions and general plans of the Declarant and of the Committee for the improvement and development of the entire Property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as specifically provided herein. The Committee may act by any two (2) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two (2) members.

8. ARCHITECTURAL CONTROL COMMITTEE MEMBERS.

The Committee's initial members shall be:

Walter J. Plumb III	Scott Yancey
331 Rio Grande Street	331 Rio Grande Street
Salt Lake City, Utah 84101	Salt Lake City, Utah 84101

Jon D. Quitiquit
331 Rio Grande Street
Salt Lake City, Utah 84101

9. ARCHITECTURAL AND STRUCTURAL CONTROL. E 1259329 B 2018 P 1362

9.1 Approval Required. No building or structure, including a tennis court or swimming pool, shall be erected, remodeled or placed on any Lot without the prior written approval of the Committee as to location, height, design and harmony with existing structures.

9.2 Architectural Guidelines. The following architectural guidelines shall apply to all Lots on the Property:

(a) No Mobile Homes. No mobile homes, trailers, A-frame homes, or log homes shall be placed on any Lot or the Property.

(b) Landscaping. Landscaping must be commenced within one month of the date the house is ready for occupancy (or by July 31 of the following year if a house is ready for occupancy after October 1) and must be completed in a manner sufficient to stabilize the site to the satisfaction of the Committee within one year of the date the house is approved for occupancy.

(c) Site Plan. The direction which homes on Lots shall face must be approved by the Committee. Lot Owners must determine the depth and location of the sewer in consultation with the appropriate Sewer District prior to designing their exterior house elevations.

(d) Architectural Design. All dwellings shall be compatible with and in harmony with existing homes and the natural beauty of the land surrounding the Project. Mansard roofs and geodesic domes are prohibited.

(e) Construction Plans and Drawings. Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee.

9.3 Building Permit Procedure. No Lot Owner will be eligible to obtain a building permit from Clinton City until such time as he or she has submitted to the Committee:

(a) A completed application for approval of construction plans and drawings on a form to be provided by the Committee. On each application, the builder and Lot Owner must sign an acknowledgement stating that they have read and will comply with all covenants and guidelines set forth herein and that they will accept financial responsibility for any costs incurred as a result of failure to build in accordance with the covenants, guidelines and approved plans, including court costs and attorney's fees.

- (b) A non-refundable approval fee of Fifty Dollars (\$50.00).
- (c) Construction plans and drawings as provided for herein.

At such time as the Committee has approved the plans and drawings, the Committee will then notify the Lot Owner in writing of his or her authorization to apply for a building permit.

10. ARCHITECTURAL PROCEDURE.

The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omission in the design of any building or landscaping, and any violations of Clinton City ordinances are the sole responsibility of the Lot Owners and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the buildings or architectural soundness thereof, and the Committee shall have no responsibility for a determination of such adequacy or soundness. Any authorization or approval granted by the Committee shall remain effective for a period of six (6) months from the date of approval.

11. ADDITIONAL COVENANTS.

11.1 Concrete Maintenance. Each Lot Owner shall at all times keep the curb and gutter and sidewalk in front of his or her Lot or Lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

11.2 Enforcement. No dwelling, improvement or other structure or building shall be constructed or maintained on a Lot until a permit or written approval therefor is obtained from Clinton City. The granting of a permit or approval by Clinton City with respect to any matters shall not bind or otherwise affect the power of the Committee to refuse to approve any such matter not in accordance with the provisions of this Declaration. The Lot Owners hereby agree that the Declarant, individual Lot Owners and/or Clinton City may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suits be instituted, the affected Lot Owner or Owners agree that if the court finds in favor of the the persons bringing the suit, such Lot Owner or Owners shall pay reasonable attorney's fees to such persons.

12. VIOLATIONS OF RESTRICTIONS; PENALTIES. E 1259329 B 2018 P 1364

Each Owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by Declarant, or in an appropriate case, by an aggrieved Owner. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Declarant, its successors and assigns, the right to enter upon any portion of the Property where such violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be existing thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

13. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own three-fourths (3/4) or more of the Lots in the Project. Notwithstanding any other provision contained herein, no amendment to the Plat or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

14. NO WAIVER.

The failure of the Owners, the Committee or their agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Declarant or the Committee shall be deemed to have been made unless expressed in writing and signed by the Declarant or the Committee.

15. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or

EXHIBIT A

E 1259329 B 2018 P 1366

ALL OF LOTS 8 THROUGH 38, SIERRA ESTATES PHASE-2 SUBDIVISION,
ACCORDING TO THE OFFICAL PLAT THEREOF RECORDED IN THE OFFICE
OF THE DAVIS COUNTY RECORDER ON JUNE 26, 1996, ENTRY NO.
1258132.

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