

**AFTER RECORDING PLEASE MAIL COPIES TO:**

SUNCREST III  
C/O Symphony Development Corp.  
526 NORTH 400 WEST  
North Salt Lake, UT 84054

**RETURNED**  
**JUL 15 2008**

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08-446-0001 thru 0010

**SUNCREST PARK SUBDIVISION**  
*A Residential Subdivision Development*

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS  
& RESTRICTIONS**

Suncrest III, LLC  
DEVELOPER  
a Utah limited liability partnership

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY KNOWN AS**

***Suncrest Park***

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being Owners of all or part of the following described real property:

Lots 1 through 10, inclusive, Suncrest Park Subdivision, situated in the City of Kaysville, in the County of Davis, in the State of Utah, according to the official plat thereof recorded as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Davis County Recorder; hereinafter referred to as "Property".

THEREFORE, to further the general purposes herein expressed, the Owners do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained, and that any and all conveyances of said lots shall be made subject to the same.

The following additional words, phrases or terms used in this Declaration shall have the following meanings:

- "Lots" shall mean any area of real property within Suncrest Park designated as an individual lot.
- "Owner" (when so capitalized) shall mean the record holder of legal title to the fee simple interest in any lot. If there is more than one record holder of legal title to a lot, each record holder shall be an "Owner."

NOW, THEREFORE, Declarants hereby declare, for the purpose of protecting the value and desirability of the Property, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I - ARCHITECTURAL CONTROL COMMITTEE**

- 1.1 COMMITTEE MEMBERSHIP:** The Architectural Control Committee shall consist of the following three members: Bruce Robinson of Symphony Homes; Tod Jones, and, Scott Hirschi. Action by this committee shall be ratified by at least one of the three members. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor.
- 1.2 COMMITTEE DUTIES:** The Committee shall have all authority to interpret these covenants. The Owner must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), material specifications, and site plan before the review process can commence. A landscaping plan may be required as part of this initial review if the Committee deems it necessary. The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully complied with. Liability for non-compliance with said restrictions and covenants should not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

**ARTICLE II - RESIDENTIAL AREA COVENANTS**

- 2.1 DWELLING—SIZE, QUALITY, EXTERIOR MATERIALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The ground floor shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.
- a. **Dwelling Size:** The following dwelling sizes shall apply:
- One Story Dwellings (Rambler):** The required minimum ground floor finished space shall be 1600 square feet of ground floor finished space or more with a minimum 3-car garage required and 1750 square feet or more above ground floor finished space with a minimum of 2-car garage required.
- Two Story Dwellings:** The required minimum above ground floor finished space shall be 1800 square feet or more with a minimum of 3-car garage required and 2000 square feet or more above ground floor finished space with a minimum of 2-car garage required.
- b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of Kaysville, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

- a. **Dwelling Exterior Materials:** The dwelling's front exterior shall have 2 or more large full front facing panels (subject to the discretion of the Architectural Control Committee) of brick or rock and the side exterior walls shall have at least a wainscot of brick or rock four (4) feet or (to a natural break point down the sides), with the remainder in stucco or comparable product as approved by the Architectural Control Committee. Cedar lapboard or other types of wood siding may be allowed by written approval from the Architectural Control Committee. Any of these exterior material requirements may be waived where the historic style will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.

If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions.

**ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 4.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, AT THE ARCHITECTURAL CONTROL COMMITTEES DISCRETION, PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE.**

**2.2 FENCES, WALLS, AND HEDGES:** All fences or walls should be kept to a minimum to encourage the use of natural habitat, open space and aesthetics. The use of hedges are encouraged but are required to be in conformance with the guidelines found in this section as well as any and all landscape requirements found herein. Any fence or wall constructed on any lot shall be approved by the Architectural Control Committee and be constructed in conformity to the following guidelines:

- a. **Material:** All allowed fences or walls shall be of stone, wrought iron, or vinyl. No fence or walls shall be constructed of chain link, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee.
- b. **Height:** Any fence, wall, hedge, or other similar structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is

located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.

- c. **Location:** Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot closer than four (4) feet back on the residential structure on said lots. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the residential structure that is furthest from the street.

**2.3 DRAINAGE:** No lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The sloped 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.

**2.4 USE RESTRICTIONS:** The use of the Lots in the tract are subject to the following use restrictions:

- a. **Land Use.** Each lot shall be used for private single-family residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon said lot, 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. No Lot shall be subdivided or partitioned.
- b. **Nuisance.** No Owner or resident, or their family members, guests or invitees shall create or maintain a nuisance, or if a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood, or the creation or maintenance of any noxious or offensive condition including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.
- c. **Temporary Structures.** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee, although the Developer may install and use temporary structures in the development of the Property and marketing of the Lots or Units. No structures of a temporary character, trailer, basement, tent, shack, garage, barn

or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

- d. **Out Buildings.** It is understood that out buildings such as swimming pool and dressing facilities may be constructed on any lot as long as they are in conformity with the requirements of this Declaration and are approved by the Architectural Control Committee.
- e. **Energy Conservation Equipment.** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the Committee.
- f. **Commercial or Business Use.** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
- g. **Storage and Parking of Vehicles.** No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways in front of the home for more than 45 days. Such vehicles that are properly licensed and in running condition may be stored on side of the lot if properly screened from view. The screening structure shall be in accordance with the Fencing requirements found herein. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any lot, building or parking space, or to create an obstacle or potentially dangerous situation. No resident shall repair or restore any vehicle of any kind in, on or about any of the Public Rights of Way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

- h. **Aerials, Antennas, and Satellite Systems.** No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Management Committee. New DSS style "mini-dishes" or the like is excluded from this provision. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.
- i. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the Architectural Control Committee in writing.
- j. **Pets.** No more than two (2) dogs and (2) cats are allowed per Lot. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on or about the property. No pet may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a Dwelling Unit and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets in violation of the local municipality ordinances, rules and regulations. Pets, which constitute a nuisance, must be removed from the Property.
- k. **Laws.** Nothing shall be done or kept in, on or about any Lot or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- l. **Repair of Buildings & Improvements.** No building(s) or improvement(s) upon any lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- m. **Mail Boxes.** The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the city. The Owner is solely responsible to obtain proper mailbox installation instructions and locations from said entities.
- n. **Refuse & Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in the sanitary containers provided by the City of Kaysville. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- o. **Excavations & Completing Improvements.** No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other

improvements has once begun, the work must be executed diligently and completed within a reasonable time.

- 2.5 LANDSCAPING:** Initial landscape requirements are as follows: The owner is to promptly landscape all front and side yards (to the rear of the home). The owner shall begin landscaping within 3 months of builder's receipt of a Certificate of Occupancy from Kaysville City (weather permitting), or in the event that weather doesn't permit commencement of landscaping to begin the owner shall begin by April 30<sup>th</sup>. In either case, all of the landscaping requirements referenced herein shall be completed within 6 months of commencement.

Any trees planted within public rights-of-way shall comply with Kaysville City's Ordinances and Approved Tree Species List (if applicable & required).

- 2.4 OFF-SITE IMPROVEMENTS:** The Property has been developed as a standard subdivision within Kaysville City and all streets, water, land drain (those found within the public rights-of-way), storm drain improvements and rights-of-way have been dedicated to and will be maintained by Kaysville City. Kaysville City will also be providing water service and garbage removal.

#### **ARTICLE III - GENERAL PROVISIONS**

- 3.1 ENFORCEMENT:** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 3.2 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- 3.3 AMENDMENT:** Exceptions to the strict interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the Architectural Control Committee. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be written, signed, and recorded against the Lots.



IN WITNESS WHEREOF, the undersigned, being the Declarant's herein, have hereunto set their hand this 2 day of July, 2008.

OWNERS ACKNOWLEDGEMENT:

SUNCREST III, LLC.

By: [Signature], Robert Miller,  
Manager, Suncrest III, LLC,

STATE OF UTAH  
COUNTY OF DAVIS

On the 2 day of July, 2008 personally appeared before me Robert C. Miller who being by me duly sworn did say, each for himself, that he, the said Robert C. Miller is the Manager of said LLC.

~~Signature of Declarant~~

~~Residing at:~~

Signed: [Signature]  
NOTARY PUBLIC

Residing at 1165 N 2325 W Layton UT / Davis County

My commission expires January 24, 2009

