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WHEN RECORDED, RETURN TO:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

E 2737771 B 5761 P 465-469
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/02/2013 12:07 PM
FEE \$46.00 Pgs: 5
DEP RT REC'D FOR WOODS CROSS CITY

**SUPPLEMENTAL
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR VALENTINE ESTATES PHASE 1
(Cottage Homes Phase 3)**

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THIS SUPPLEMENTAL DECLARATION is made the date stated below by Valentine Estates, L.L.C., a Utah limited liability company.

06-359-0328

RECITALS

A. Valentine Estates, L.L.C., is Declarant "A" under the Valentine Estates Phase 1 Homeowner's, Inc. Supplemental Declaration of Covenants, Conditions, and Restrictions recorded May 9, 2006, as Entry No. 2166826 in the Davis County Recorder's office ("Declaration"). Declarant "A" is the owner and developer of Valentine Estates Subdivision, Woods Cross City, Davis County, Utah (the "Development");

B. Under Article III, Section 3.2 of the Declaration, Declarant "A" has the right to add Lots to the Property;

C. Declarant "A" desires to annex property into the Property. The annexed land shall be known as the Cottage Homes ("Project").

NOW THEREFORE, Declarant "A" hereby declares as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplemental Declaration.
2. The real property described in Exhibit "A" and situated in Woods Cross City, Davis County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Property and is to be held, transferred, sold, conveyed, and occupied as a part of the Property, subject to the following:

RESERVING UNTO DECLARANT "A", however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant "A" (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete the Project, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Property, or any portion thereof, such improvements as Declarant "A" shall determine to build in its sole discretion (and whether or not the Additional Property or any portion thereof has been or hereafter will be added to the Development); (iii) to amend the existing Parcel H as to the number of lots, lot sizes, and units to be built upon the land, as permitted by the laws of the State of Utah and Davis County and the zoning requirements of Woods Cross City; and (iv) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant "A" may reasonably determine to be appropriate. If, pursuant to all foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 7 years after the date on which this Supplemental Declaration is recorded. Declarant "A" may add land and subject it to this Supplemental Declaration in its discretion for 7 years from the date this

Supplemental Declaration is recorded.

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; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing, an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS SUPPLEMENTAL DECLARATION.**

3. Except as amended by the provisions of this Supplemental Declaration, the Declaration as previously amended and supplemented shall remain unchanged and, together with this Supplemental Declaration shall constitute the Declaration of Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Property described herein.
4. The Declarant "A" reserves the right, as stated in the Declaration, to Class B voting membership.
5. This Supplemental Declaration shall be recorded in the Davis County Recorder's Office to accompany the Plat Map entitled Valentine Estates Cottage Homes Phase 3, recorded simultaneously herewith, located in the City of Woods Cross, Davis County, Utah, executed and acknowledged by Declarant "A", and accepted by the City of Woods Cross.
6. As allowed by Article III, Section 3.2 of the Declaration, the following covenants, conditions, and restrictions shall apply to the Cottage Homes. These covenants, conditions, and restrictions are intended to compliment the Declaration, but are necessary to reflect the different character of the Cottage Homes. In the event of a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control with respect to the Cottage Homes only.
 - a. **Architectural Provisions.** The general appearance and features of the Cottage Homes shall comply with the restrictions set forth below and shall follow the artistic drawings found in Exhibit "B" to this Supplemental Declaration.
 - i. **Square Footage.** No Cottage Home constructed on single-family lots within the Project shall contain less than 2,150 Sq. Ft., including basements. At least 60% of the Cottage homes will contain 2,800 finished Sq. Ft. or more, including basements.
 - ii. **Roof.** All homes shall have a minimum 6:12 roof pitch (shed roof and porches will be dealt with on a case by case bases). Roofing materials shall be at least a 30-year architectural grade shingle.
 - iii. **Exterior Materials.** All homes within the Project shall be constructed using all brick, stucco, stone, or cement fiber board exteriors with 50% stone or brick fronts on all homes. No vinyl or metal siding will be allowed except for the eaves and fascia. The exterior features for homes shall include the following: copulas, large covered porches with accent columns, decorative garage doors with windows, over-sized front windows, pop-up vents and varied roof lines.
 - iv. **Fascia.** Each home shall have a minimum of 6 inch fascia on the entire home.

v. **Foundation.** No more than 2 feet of exposed concrete foundation on the front exterior and up to 3 feet on the side and rear exteriors shall be allowed above finished grade for any home in the Project.

vi. **Variety.** Homes next to one another or directly across the street shall have different elevations.

vii. **Set Backs.**

1. Front Yards – 18 feet from the property line to the foundation of the closest enclosed living space.
2. Rear Yards– 15 feet from the rear property line to the foundation of the closest enclosed living space
3. Corner lots – 10 feet from the property line to the foundation of the closest enclosed living space.
4. Corner lots with Side loaded garages – 18 feet from the property line to the foundation of the closest enclosed living space.
5. Sides Yards – 5 feet from the property line to the foundation of the closes enclosed living space.

viii. **Basements.** Prior to construction of a home having the lowest floor level less than 6 inches above top back of curb elevation, the Builder shall be responsible to engage the services of a qualified, licensed geotechnical engineer to determine the safest, lowest finished floor elevation for the home. No floor shall be constructed lower than 1.5 feet below the natural grade.

ix. **Sump Pumps.** The Builder shall install a sump pump in the basement of each home.

x. **Grading and Additions to Lot.** Any grading or additions to a Lot, including without limitation: sand boxes, play structures, landscaping changes, water features, etc., shall require prior written approval from the Architectural Review Committee. Any requests to the Architectural Review Committee shall contain drawings illustrating the proposed changes and their impact on the Lot drainage. In deciding whether to approve a proposed change to the grade of a Lot or addition to the Lot, the Architectural Review Committee shall review the changes and proposed drainage plan against the approved drainage plan. Any plans that change the approved lot drainage shall be denied.

xi. **Front Yards.** Front yard landscaping and irrigation shall be installed prior to initial occupancy of the home.

b. **Maintenance.** Some streets located in the Cottage Homes are private. The private street are indicated as such on the Plat Map. The Association shall be responsible to maintain, repair, and replace the streets. Additionally, the Association shall be responsible to maintain the front yard landscaping of each Lot.

c. **Cottage Assessment.** In addition to the assessments charged by the Association, the Cottage Homes owners shall pay an additional assessment to pay for the maintenance of the private streets and front yard landscaping. The Board shall prepare a budget for Cottage Homes maintenance each fiscal year.

Annual assessments shall be determined by the Board based on the budget divided by the number of lots in the Cottage Homes. The Board shall notify the Cottage Homes owners of the amount of the annual assessment at least 30 days in advance of the beginning of the Association's fiscal year. Notice may be sent in any manner permitted in the Bylaws. Annual assessments shall be equal for each lot. Failure by the Board to set an annual assessment shall not be a waiver of the right to assess. If the Board fails to set an annual assessment, they may do so at anytime and such assessment shall be due after 30 day notice.


The Association, without consent of the Cottage Homes owners, may levy a special assessment up to an amount equal to 100% of the annual budget for Cottage Homes maintenance, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the private streets in the Cottage Homes. A majority of the votes of Owners of the Cottage Homes shall first approve any special assessment exceeding 100% of the annual budget.

If the annual assessments are, or will become, inadequate to meet all expenses incurred the Board shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies an emergency assessment. The resolution shall specify the reason for the emergency assessment. The total of any emergency assessments levied in any fiscal year shall not exceed 50% of the budget. If more than 50% of the budget is needed as an emergency assessment, the emergency assessment must be approved by a majority of the Cottage Homes owners.

Any expenses benefiting or attributable to fewer than all of the Members may be assessed exclusively against the Members affected or benefited.

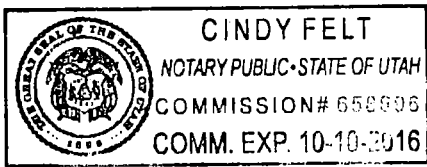
IN WITNESS WHEREOF, Declarant "A" has executed this instrument the date set forth below.

DECLARANT "A"
By: Valentine Estates, L.L.C.


By: Milton C. Shipp
Its: MANAGER
Dated: 4-23-13

STATE OF UTAH)
 :SS.
County of Salt Lake)

On this 23rd day of April, 2013, personally appeared before me Milton C. Shipp, who being by me duly sworn, did say that he is the agent of Declarant "A", authorized to execute this Declaration.




NOTARY PUBLIC

**EXHIBIT A
LEGAL DESCRIPTION**

A part of the Northeast Quarter of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Woods Cross City, Davis County, Utah:

Beginning at the Southwest Corner of Parcel A, Valentine Estates Cottage Homes Phase 2 Subdivision located 2081.78 feet South 0°23'18" East along the Section Line; and 1714.94 feet North 89°48'15" West from the Northeast Corner of said Section 34; and running thence North 89°48'15" West 499.33 feet to the Easterly Line of Valentine Estates Phase 3 Subdivision; thence along said Easterly Line the following two courses: North 25°39'58" West 49.27 feet to the Southeast corner of Lot 304 thereof; and North 28°53'00" East 425.95 feet to the Southerly Line of 2260 South Street as it exists at 28.00 foot half-width; thence along said Southerly Line the following three courses: South 89°48'15" East 307.65 feet to a point of curvature; Southeasterly along the arc of a 15.00 foot radius curve to the right a distance of 17.84 feet (Central Angle equals 68°08'34" and Long Chord bears South 55°43'58" East 16.81 feet) to a point of reverse curvature; and Southeasterly along the arc of a 100.50 foot radius curve to the left a distance of 36.50 feet (Central Angle equals 20°48'25" and Long Chord bears South 32°03'53" East 36.30 feet) to the most Northerly Corner of Lot 220 of said Valentine Estates Cottage Homes Phase 2 Subdivision; thence along the Westerly Line of said subdivision the following two courses: South 47°31'55" West 33.45 feet; and South 0°11'45" West 355.22 feet to the Southwest Corner of said Parcel A and the point of beginning.

*Contains 179,734 sq. ft.
or 4.126 acres*