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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/03/2017 01:03 PM
FEE \$38.00 Pgs: 5
DEP RTT REC'D FOR LAYTON CITY

After Recording Return to:
Burt R. Willie
VIAL FOTHERINGHAM, LLP
515 South 400 East
Salt Lake City, Utah 84111

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

For

D

EASTRIDGE PARK TOWNHOME PRUD,

A Neighborhood Association within Eastridge Park PRUD Master Community

10-314-0233 → 0254 in Davis County, Utah

EASTRIDGE PARK PRUD PHASE 2C

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Eastridge Park Townhome PRUD, a Neighborhood Association within Eastridge Park PRUD Master Community (this "Second Supplemental Declaration") is made and executed as of the last date set forth in the notarized signature below, by Adams Property, LLC and Destination Homes, Inc. (Destination Homes, Inc. being the "Declarant" and Adams Property, LLC the "Master Declarant").

RECITALS:

(A) This Second Supplemental Declaration is submitted for the purpose of annexing into the Eastridge Park Townhome PRUD certain portions of the Property, as provided for within Article 12 of the Master Declaration, with the Master Declarant providing its written consent to Declarant's annexation of the Annexed Property.

(B) This Second Supplemental Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").

(C) This Second Supplemental Declaration affects and concerns certain real property located in Davis County, Utah and more particularly described as follows (the "Annexed Property"):

Eastridge Park – Phase 2C – Legal Description

A parcel of land located in the Northeast Quarter of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of Antelope Drive, said point being also N89°13'30"E 648.55 feet, along the Section Line, and South 84.00 feet from the North Quarter Corner of said Section 15, and running thence, along said South Right-of-Way Line, N89°13'30"E 439.52 feet to the Northwest Corner of Beechwood Estates No. 4 Subdivision; thence, along the Northwesterly Boundary Line of said Beechwood Estates No. 4, the following three (3) courses: (1) S00°56'47"W 58.83 feet, (2) S59°00'00"W 107.36 feet, (3) S31°01'21"E 20.00 feet to the Northwesterly Corner of Beechwood Estates No. 5 Subdivision; thence, along the Northwesterly Boundary Line of said Beechwood Estates No. 5, S59°00'00"W 154.72 feet; thence S89°13'32"W 281.23 feet; thence N00°46'30"W 83.00 feet; thence N89°13'30"E 59.89 feet; thence N00°46'30"W 37.00 feet; thence Northwesterly 23.55 feet along the arc of a 15.00 foot radius curve to the right, chord bears N45°47'36"W 21.21 feet; thence N00°48'43"W 58.00 feet; thence Northeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right, chord bears N44°12'24"E 21.22 feet to the Point of Beginning.

Contains: 81,628 Square Feet OR 1.87 Acres.

(D) The Annexed Property is within Eastridge Park Townhome PRUD, a Neighborhood Association with Eastridge Park PRUD Master Community subject to that certain Supplemental Declaration of Covenants, Conditions & Restrictions for Eastridge Park Townhome PRUD, a Neighborhood Association within Eastridge Park PRUD Master Community recorded September 28, 2016 as Entry No. 2969483, in the Davis County Recorder's Office ("Supplemental Declaration") and Amended & Restated Master Declaration of Covenants, Conditions & Restrictions for Eastridge Park PRUD Master Community recorded as Entry No. 2962275, as amended, in the Davis County Recorder's Office ("Master Declaration").

(E) Declarant desires to subject the Annexed Property to the terms of this Second Supplemental Declaration, the Supplemental Declaration, and the Master Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et. seq.* Declarant will develop and convey all of the Units within the Annexed Property subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in the

Supplemental Declaration and Master Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Property. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat(s), as amended, and as described in the Supplemental Declaration.

(F) Declarant reserves the right to develop additional phases within the Property pursuant to the Community Association Act, Supplemental Declaration and Master Declaration, which Subdivision does not constitute a cooperative.

(G) The Annexed Property is governed by the terms of this Second Supplemental Declaration, the Supplemental Declaration, and the Master Declaration, the Articles of Incorporation and Bylaws for Eastridge Park Townhome Owners Association, Inc., the Eastridge Park Master Homeowners Association, Inc., and the Architectural Control Committee ("ACC"), as appointed by the Master Association.

(H) Declarant declares that the Annexed Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Annexed Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Annexed Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Annexed Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Annexed Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Annexed Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant and by the Association.

(I) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Unit owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant or the Association. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate

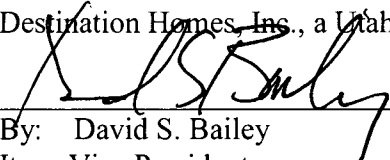
by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Units to be constructed after the initial phase.

COVENANTS, CONDITIONS AND RESTRICTIONS

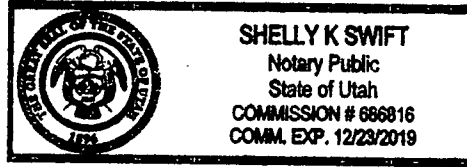
1. Recitals. The above Recitals are specifically incorporated herein by reference and made a part hereof.
2. Definitions. All terms used but not defined herein shall have the meanings given them under the Supplemental Declaration and Master Declaration.
3. Annexation. The Lots and Units described as the Annexed Property are hereby annexed into the Subdivision as set forth in the Recitals and shall hereafter be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Second Supplemental Declaration.
4. General Restrictions and Requirements. All general restrictions and requirements of the Second Supplemental Declaration, the Supplemental Declaration and the Master Declaration, as they may be amended, shall apply to the Annexed Property, without exception.
5. Conflict. If any provisions of this Second Supplemental Declaration conflict with any terms set forth in the Supplemental Declaration or Master Declaration, the terms of this Second Supplemental Declaration shall govern as to Phase 2C.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date first written above.

Destination Homes, Inc., a Utah corporation



By: David S. Bailey
Its: Vice President



STATE OF UTAH)
 : SS
COUNTY OF Davis)

On the 8th day of February, 2017, personally appeared before me, David S. Bailey, who being by me duly sworn did say that he is Vice President of Destination Homes, Inc. and that the within and foregoing instrument was signed in behalf of said corporation and the said he duly acknowledged to me that he executed the same.

Shelly K Swift
Notary Public

Adams Property, LLC hereby consents to the recording of this Declaration as an Owner of certain real property within the Property described above and as the Declarant of the Master Declaration of Eastridge Park PRUD Master Community.

Adams Property, LLC
A Utah Limited Liability Company

By: [Signature] MICHAEL FLOOD

Its: AUTHORIZED REPRESENTATIVE

STATE OF UTAH)
 : SS
COUNTY OF Davis)

On this 13th day of FEBRUARY, 2017, personally appeared before me Michael Flood, who being by me duly sworn, did say that he is a member of Adams Property, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

[Signature]
Notary Public

