#### Office of the Davis County Recorder



Contract forms

E 3015020 B 6748 P 195-198 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 04/20/2017 10:31 AM FEE \$22.00 Pps: 4 DEP RT REC'D FOR LAYTON CITY.

Recorder Richard T. Maughan Chief Deputy Laile H. Lomax



THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Amended Declaration of (Document Type)

*09-415-0001 → 0007*Tax Serial Number(s)

Covenants, Conditions, Restrictions for Sandy Ridge Townhomes

#### 3015020 BK 6748 PG 196

# AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS for SANDY RIDGE TOWN HOMES Layton, Utah

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09-415-0001

thru 0007

THIS DECLARATION OF COVENTS, CONDITIONS RESTRICTIONS for SANDY RIDGE TOWN HOMES, executed this \_/O day of April, 2017 by SANDY RIDGE TOWN HOMES "HOA" referred to below as "Declaration"

For legal description see Exhibit "A" 09-368-0001 09-368-0002 09-368-0003 09-368-0004 09-368-0005 09-368-0006 09-368-0007

- 1. Name changed from Affordable Land Lease Town Homes to Sandy Ridge Town Homes. Sandy Ridge Town Homes are single family two bedroom Town Homes. Each home will be numbered consecutively starting with unit one being on the west end of the town homes. The HOA requires each home owner to currently pay a monthly HOA payment of \$100.00 to cover one sixth of the expense of the water, sewer, garbage collection, Insurance and basic maintenance of the yard.
- 2. No obnoxious or offense activity shall be carried on within any unit or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no clothes drying or storage of any articles that are unsightly on patios, carports, porches or sidewalks. No automobiles, trailers, boats, or other vehicles are to be stored on the street in front of units nor on common areas unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours and comply with any applicable city ordinances pertaining to the parking or storage of vehicles.
- 3. No structure of temporary character ie., trailer, tent, shack, garage, barn or other out buildings shall be placed, built or used on the premises at anytime.
- 4. All easements and rights of way shall be reserved to the undersigned, its successors and assignees, on under and over said real property. No structures of any kind shall be erected over any such easements except upon written permission of the owner of the easement, their successors or assignees.
- 5. No sign of any kind shall be displayed to the public view on any town home or open space except it be a professional sign of not more than five square feet advertising a town home for sale or for rent.
- 6. Trash and 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. No unsightly materials or other objects are to be stored on any common areas.
- 7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept by any town home owner or renter. Not withstanding, a pet can be kept on premises with current city registration and inoculations. HOA is to maintain a copy of documentation.
- 8. No fence, wall, or other object of similar design may be constructed by any town home owner, or renter.

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- 9. No structure alterations to any unit shalf be made. No other alteration to any Unit may be made modifying the external appearance, plumbing, electrical or similar work. No alterations within the Common Areas shall be done by any owner/renter without the prior written consent of the Sandy Ridge Town Home HOA.
- 10. No recreational vehicles (boats, campers, trailers, motor homes or similar items) shall be parked on any portion of the common area.
- 11. No owner or renter shall bring anything into or permit anything to be done to his unit that will cause damage to the building. No owner/renter shall over load a floor of his Unit. If an owner or visitor causes damage to a unit, a fence or any items in, on, or under the premises, the owner is responsible for the cost of repairing or replacing the damaged item.
- 12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 13. These covenants are to run with the land.
- 14. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Map shall take effect upon its being filed for record in the official records of the County Recorder of Davis County, State of Utah.

EXECUTED by Declarant on the day and year first above written

SANDY RIDGE TOWN HOMES

Julian Gonzales HQA President

STATE OF UTAH

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COUNTY OF DAVIS )

On this \_\_\_\_\_\_ day of April 2017, personally appeared before me Julian Gonzales, who being by me duly sworn, did say that he is the HOA President of SANDY RIDGE TOWN HOMES and that the forgoing Declaration was signed on behalf of said HOA.

NOTÁRY PUBLIC



## EXHIBIT A SANDY RIDGE TOWNHOMES

### **BOUNDARY DESCRIPTION**

BEGINNING AT A POINT 1206.31 FEET NORTH 0°08'30" EAST ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°53'33" WEST 157.91 FEET TO THE EASTERLY LINE OF FAIRFIELD ROAD, THENCE NORTHERLY ALONG THE ARC OF A 505.70 FOOT RADIUS CURVE TO THE LEFT 90.01 FEET (CHORD BEARS NORTH 11°13'39" WEST 89.89 FEET)TO THE SOUTHERN CORNER OF EASTRIDGE ESTATES NO.1, THENCE NORTH 82°50'00" EAST 177.03 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION, THENCE SOUTH 0°08'30" WEST 107.20 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 16,278 sq.ft. 0.37 acres