

After Recording Return Original to:

Michael C. Flood  
ADAMS PROPERTY LLC  
12 South Main Street  
Kaysville, Utah 84037

*10-323039/ thru 0308*

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

For

EASTRIDGE PARK PRUD PHASE 3A,  
A residential subdivision within Eastridge Park PRUD Master Community  
in Davis County, Utah

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Eastridge Park PRUD Phase 3A, a residential subdivision within Eastridge Park PRUD Master Community (this "Supplemental Declaration") is made and executed as of the last date set forth in the notarized signature below, by Adams Property, LLC (the "Declarant").

**RECITALS:**

(A) This Second Supplemental Declaration is recorded for the purpose of clarifying, modifying, and/or applying additional covenants, conditions, and restrictions to property located in the Eastridge Park PRUD Master Community, by amendment as provided for within Article 13.3 of the Master Declaration, by the Declarant.

(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 "Property"):

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**EASTRIDGE PARK PRUD PHASE 3A**

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE NORTH QUARTER (N 1/4) OF SAID SECTION 15; TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, SOUTH 00° 02' 24" WEST 1,314.84 FEET; THENCE DEPARTING SAID WEST LINE WEST 202.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48° 10' 34" EAST 74.62 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHEASTERLY 30.40 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET WITH A CENTRAL ANGLE OF 07° 44' 31", CHORD BEARS NORTH 50° 24' 55" EAST 30.38 FEET; THENCE SOUTH 35° 42' 50" EAST 50.00 FEET; THENCE SOUTH 63° 37' 48" EAST 121.02 FEET; THENCE SOUTH 82° 08' 20" EAST 107.60 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PLAT MAP TITLED "EAST LAYTON HILLS NO. 1", THENCE THE NEXT THREE (3) CALLS ALONG SAID NORTHWESTERLY BOUNDARY; (1) SOUTH 36° 56' 30" WEST 29.36 FEET; (2) SOUTH 29° 56' 30" WEST 207.44 FEET; (3) SOUTH 06° 34' 00" WEST 10.75 FEET; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY AND CONTINUING SOUTH 06° 34' 00" WEST 71.07 FEET; THENCE SOUTH 61° 50' 41" WEST 82.52 FEET; THENCE NORTH 41° 33' 47" WEST 255.62 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 43.14 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET WITH A CENTRAL ANGLE OF 07° 36' 22", CHORD BEARS SOUTH 52° 14' 24" WEST 43.11 FEET; THENCE NORTH 33° 57' 25" WEST 50.00 FEET; THENCE NORTH 49° 35' 41" WEST 82.45 FEET; THENCE NORTH 44° 28' 18" EAST 164.21 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 22.81 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 469.00 FEET WITH A CENTRAL ANGLE OF 2° 47' 11", CHORD BEARS NORTH 44° 08' 07" WEST 22.81 FEET; THENCE NORTH 47° 15' 29" EAST 102.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 112,387 SQUARE FEET OR 2.58 ACRES.

Also known as Lots 301 through 308 of Eastridge Park PRUD Phase 3A.

(D) The Property is within Eastridge Park PRUD Master Community, and is subject to that certain Amended & Restated Master Declaration of Covenants, Conditions & Restrictions for Eastridge Park PRUD Master Community recorded August 29, 2016 as Entry No. 2962275, as amended, in the Davis County Recorder's Office ("Master Declaration"); and, that certain Supplemental Declaration of Covenants, Conditions & Restrictions for Eastridge Park PRUD Phase 3A recorded June 21, 2018 as Entry No. 3100528, in the Davis County Recorder's Office ("Supplemental Declaration 6/2018").

(E) The Property is governed by the terms of this Second Supplemental Declaration, the Master Declaration, Supplemental Declaration 6/2018, the Articles of Incorporation, Bylaws for the Eastridge Park Master Homeowners Association, Inc., and the Architectural Control Committee ("ACC"), as appointed by the Master Association.

(F) Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following covenants, conditions, restrictions, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, and equitable servitudes set forth herein shall be binding up all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the 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.

### COVENANTS, CONDITIONS & 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 Master Declaration.
3. AMMEND ARTICLE V OF THE MASTER DECLARATION – PERMITTED USES, RIGHTS, AND PERFORMANCE STANDARDS (unless otherwise noted herein, all other covenants, conditions, & restrictions recorded in Article V of the Master Declaration and Supplemental Declaration 6/2018 (if any), are still applicable and in full effect.) All references made to and requirements placed upon "Single Family Residential" structures in the Master Declaration and Supplemental Declaration 6/2018, are applicable to the Property.
  - A. Article 5.12a. – Buildings or Dwellings – Dwelling Size. In addition to the Master Declaration provisions:
    - a. The minimum living area requirements (square footage) for homes built on the Property, shall be as follows (calculated as defined in the Master Declaration – Article 5.12.a.):
      - i. One-story (Rambler or Ranch style) – 1500sf minimum
      - ii. Two-story (including multi-level style) – 1800sf minimum

- B. Article 5.12d. – Building or Dwellings – Style and Design. Upon submittal of the plans, specifications, construction materials and colors, as required in Master Declaration – Article 5.13, the ACC shall have the right to modification or removal of any design characteristics or elements that detract from the style, feel, and design of the community. In doing so, the ACC may provide recommendations or requirements on the modifications and/or changes.
- C. Article 5.13 – Approval of Use and Plans. In addition to the Master Declaration provisions, the ACC can do pre-approved base plans and color packages with builders, so long as they are not deviated from, and written correspondence is submitted to the ACC indicating which package is being applied. Any deviations from these pre-approved plans and/or color packages must be submitted in writing to the ACC, for approval in accordance with Article 5.13 of the Master Declaration.
- D. Article 5.27 – Fences, Walls & Hedges; and, Article 5.28 – Party Walls & Fence. In addition to the Master Declaration provisions, fencing on the Property shall adhere to the following provisions:
- a. Rear and side fencing shall be placed on property line, unless an existing rock wall prohibits this location in such case the fence shall be placed on the uphill side of the retaining wall. Fences are not to be placed at the base of retaining walls.
  - b. It is incumbent upon the owner on the lower property to maintain landscaping in and around the retaining wall.
- E. Article 5.30c.(4) – Landscaping of Lots. The Declarant shall provide street trees in accordance with the plan provided Layton City at Final Plat approval. The Declarant will determine whether to plant them all at the same time or not (which may be after some homes are complete). Regardless of when planted, the Owner of the Lot is fully responsible for their irrigation and maintenance of the trees. If a tree needs to be replaced, it is the Owner's responsibility to bear the cost of labor and material for replacement. Replacement trees are required to be the same specie as the original trees planted, unless unavailable at which time the ACC will require submittal of a different specie, for written approval.
4. General Restrictions and Requirements. All general restrictions and requirements of this 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 Supplemental Declaration conflict with any terms set forth in the Master Declaration, or Supplemental Declaration 6/2018, the terms of this Supplemental Declaration shall govern as to Phase 3A.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 31<sup>st</sup>  
day of AUGUST, 2018.

Adams Property, LLC  
A Utah Limited Liability Company

By:

  
\_\_\_\_\_  
Michael C. Flood

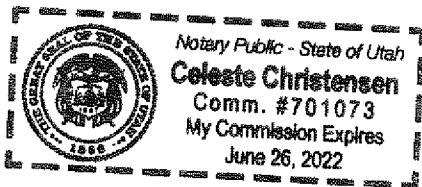
Its: Authorized Representative

STATE OF UTAH )

: ss

COUNTY OF )

On this this 31<sup>st</sup> day of August, 2018, personally appeared before me Michael C. Flood, who being by me duly sworn, did say that he is an Authorized Representative 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 representative duly acknowledged to me that said limited liability company approved the same.



  
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Notary Public