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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RTT REC'D FOP LAYTON CITY

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

For

EASTRIDGE PARK PRUD PHASE 3D,

A residential subdivision within Eastridge Park PRUD Master Community

in Davis County, Utah

10-334-0330 -> 0343 (D)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Eastridge Park PRUD Phase 3D, 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 Supplemental Declaration is submitted for the purpose of annexing into the Eastridge Park PRUD Master Community certain portions of the Property, as provided for within Article 12 of the Master Declaration, by the Declarant.

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

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

EASTRIDGE PARK PRUD PHASE 3D

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE NORTH (N 1/4) OF SAID SECTION 15; T4N, R1W; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, SOUTH 00°02'24" WEST 631.51 FEET; THENCE DEPARTING SAID WEST LINE EAST 200.01 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PLAT MAP TITLED "BEECHWOOD ESTATES NO. 5 SUBDIVISION"; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG WESTERLY BOUNDARY LINE OF SAID PLAT MAP SOUTH 06°39'00" EAST 386.72 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE SOUTH 67°33'59" WEST 103.73 FEET; THENCE SOUTH 64°57'58" WEST 84.61 FEET; THENCE SOUTH 58°20'46" WEST 101.92 FEET; THENCE SOUTH 66°21'23" WEST 102.69 FEET; THENCE SOUTH 71°23'39" WEST 108.84 FEET; THENCE SOUTH 32°08'59" WEST 52.08 FEET; THENCE NORTH 32°19'43" WEST 33.92 FEET; THENCE

NORTH 20°50'07" WEST 90.84 FEET; THENCE NORTH 07°01'56" WEST 66.22 FEET; THENCE NORTH 00°55'35" EAST 50.00 FEET; THENCE NORTH 89°04'25" WEST 19.31 FEET; THENCE NORTH 06°10'55" EAST 106.29 FEET; THENCE SOUTH 69°46'50" EAST 69.28 FEET; THENCE NORTH 52°10'05" EAST 164.24 FEET; THENCE NORTH 54°33'01" EAST 380.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 179,399 SQUARE FEET OR 4.12 ACRES.

Also known as Lots 330 through 343 of Eastridge Park PRUD Phase 3D.

(D) The Annexed 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").

(E) Declarant desires to subject the Annexed Property to the terms of this 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 Lots 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 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 Lots within the Property. Common Area(s) are those areas that are depicted in the recorded Plat(s), as amended, and as described in the Master Declaration, if any.

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

(G) The Annexed Property is governed by the terms of this Supplemental Declaration, and the Master Declaration, the Articles of Incorporation and Bylaws for 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 be binding up 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 Supplemental 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 Lot 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 Supplemental Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision. This Supplemental 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 Lots 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 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, are still applicable and in full effect.) All references made to and requirements placed upon "Single Family Residential" structures in the Master Declaration, 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. Lots 9,999sf or smaller (unless approved by the ACC):
 - a. One-story (Rambler or Ranch style) – 1650sf minimum
 - b. Two-story (including multi-level style) – 1850sf minimum
- ii. Lots 10,000sf or larger (unless approved by the ACC):
 - a. One-story (Rambler or Ranch style) – 1800sf minimum
 - b. Two-story (including multi-level style) – 2100sf 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 or top side of the retaining wall. Fences are not to be placed at the base of retaining walls. 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 and a minimum of 3" caliper, unless unavailable at which time the ACC will require submittal of a different species for written approval.

4. Assessments. All covenants, conditions and requirements in the Master Declaration, as they may be amended, shall apply to the Annexed Property, except for the following:

A. Article 8.9 – Reinvestment Fee. Upon acquisition of a fee title of record to a Lot from Declarant, and from subsequent Owner to Owner, the acquiring Owner of such Lot shall contribute to the Master Association an amount of Three Hundred Dollars (\$300.00) for such Lot, or as determined by the Board by resolution, not to exceed ½ of one percent of the sales price (or fair market value of the Lot if not acquired through sale). Such reinvestment fee shall be (a) deposited by the Owner into the purchase and sale escrow and disbursed therefrom to the Association, and (b) in addition to, and not in lieu of, annual Neighborhood Reinvestment

Fees or Regular Assessments. The Reinvestment Fee shall be deposited with the Master Association, unless the Owner of the Lot is also a member of a Neighborhood Association, in which case the contribution will be deposited with the Neighborhood Association. Once set-up expenses are paid, the remaining balance of the Reinvestment Fee shall be split evenly between the Master Association and the Neighborhood Association. Set-up expenses are determined by contract with the HOA manager of the Master Association. The Declarant Related Entities are exempt from paying any Reinvestment Fees.

5. **Annexation.** The Lots 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 Supplemental Declaration.

6. **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.

7. **Conflict.** If any provisions of this Supplemental Declaration conflict with any terms set forth in the Master Declaration, the terms of this Supplemental Declaration shall govern as to Phase 3C.

8. **Notice of Disclosure.** The Annexed Property, as described herein, is either partially or wholly located within the Layton City Sensitive Lands and Geologic Hazards Map dated 3/14/2008, found in Layton City Municipal Code 19.07. This disclosure is recorded as a notice to all potential buyers of the property described herein, of the following:

A. In accordance with geotechnical engineering conducted by Intermountain Geo-Environmental Services, Inc. (IGES) and their subsequent recommendations, and in accordance with amendments adopted in 2017 by the State of Utah to the International Building Code (in use at the time of this recording), the developer was not required to install and has received a waiver on this subdivision to eliminate the land drain system and footing/foundation drain requirements of Section 18.40.020 of the Layton Municipal Code. A copy of the geotechnical report is available for review with the Layton City Engineering or Community Economic Development Departments.

B. In conjunction with the approval of the Eastridge Park PRUD Subdivision, subdivision level geotechnical and geologic studies and reports were conducted and prepared on the property. Said studies and reports are on file for public inspection with the Layton City Engineering or Community & Economic Development Department. Each individual lot owner/building contractor/purchaser is responsible for complying with the geotechnical studies and reports completed by Intermountain Geo-Environmental Services, Inc. (IGES). Layton City is not responsible for any engineering or inspection failure or any damages resulting therefrom. Any damage caused to public property, public interest in property, public improvements, or public facilities in the subdivision, by failure to comply with the referenced reports, shall be repaired by the party failing to comply therewith.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 23rd day of July, 2019.

Adams Property, LLC
A Utah Limited Liability Company

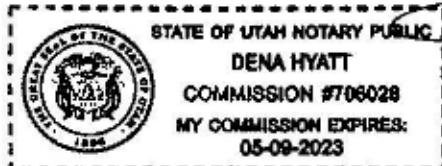
By:


Michael C. Flood

Its: Authorized Representative

STATE OF UTAH)
: ss
COUNTY OF Davis)

On this this 23rd day of July, 2019 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.



Notary Public

