

3249571
BK 7509 PG 192

After Recording, Return To:

JF CAPITAL, LLC
ATTN: CHAD BESSINGER
1148 W. LEGACY CROSSING BLVD., SUITE 400
CENTERVILLE, UTAH 84014

E 3249571 B 7509 P 192-207
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/08/2020 09:50 AM
FEE \$40.00 Pgs: 16
DEP RT REC'D FOR KAYSVILLE CITY

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**
FOR
HIDDEN HILLS ESTATES PUD

D

11-858-0001, 0002, 0003

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of this ___ day of May, 2020, by JF CAPITAL, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. Hidden Hills Estates is a residential community located in Kaysville, Davis County, Utah, and includes that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Property consists of three (3) Lots (as defined below) which will have Single Family Residences (as defined below) constructed thereon.

B. Declarant desires to subject the Property to the provisions of this Declaration to provide covenants, conditions and restrictions applicable to the Property.

C. Hidden Hills Estates Homeowners Association (the "Association") has been (or will be on the date this Declaration is recorded) incorporated as a Utah non-profit corporation to act as a homeowners' association with the powers of managing, maintaining the Property, administering and enforcing this Declaration, and assessing and collective for, a prorated share of the costs for maintaining and repairing any and all common areas on the Property and performing such other acts as are provided or set forth in this Declaration or which generally benefit the Property.

D. Declarant has adopted, imposed and subjected the Property to this Declaration for the purpose of:

- (1) Helping to ensure uniformity in the development of the Lots;
- (2) Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life;
- (3) To facilitate the sale by the Declarant, its successors and assigns, and by individual Owners of the land in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time; and
- (4) To maintain the common areas located on the Property in accordance with Kaysville City and other applicable governmental standards.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property this Declaration for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns as well as by all purchasers of Lots:

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 **"Builder"** means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.2 **"Community"** means all of the land described in the attached Exhibit "A".

1.3 **"Community Road"** means that certain area depicted on the Plat Map as the "Hidden Lane (Private Drive)" and includes such entire indicated area, regardless of what Lot incorporates any portion thereof. A legal description of the location of the Community Road is attached hereto as Exhibit "B".

1.4 **"Declarant"** means JF CAPITAL, LLC, a Utah limited liability company, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and interest in the Property in its entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.5 **"Improvements"** means every structure or improvement of any kind, including but not limited to landscaping required herein and any residence, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.6 **"Lot" or "Lots"** means a subdivided parcel, lot or plot of ground within the Property and as designated on the plat map. There are a total of three (3) single family Lots in the Community.

1.7 **"Owner"** means the person or persons who are vested with record title and owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County Recorder of Davis County, Utah.

1.8 **"Plat Map"** means the plat map entitled "Hidden Hills Estates PUD" to be recorded among the Recorder's Office of Davis County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing additional property as provided below.

1.9 **"Property"** means all of the real property described in attached Exhibit "A".

1.10 **"Single Family Lot"** has the same meaning as Lots.

1.11 **“Single Family Residence”** shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or similar out-building.

1.12 **“Single Family”** shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not related, together with their domestic servants, who maintain a common household in a dwelling.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Submitted Property.

(a) The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Davis County, Utah, also known as the Community, and is described on Exhibit “A” attached hereto, all of which real property is also referred to herein as the Property.

(b) Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions and restrictions described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner.

ARTICLE 3 PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

3.2 Right of Ingress and Egress. Each Owner shall have a right of ingress to and egress from their Lot, with such right being perpetual and appurtenant to the Lot ownership. As further set forth herein, the Community Road shall inure to the benefit of all Owners of all Lots.

3.3 Restrictions on Lot Division. All Owners are prohibited from further dividing of any and all Lots subject to this Declaration.

3.4 Easements Shown on the Plat Map. Lots shall be subject to the easements shown on the Plat, as amended and supplemented. Each Owner consented to the “Access/Utility Easement” indicated on the Plat Map (which area is also defined as the Community Road hereunder), and no Owner shall attempt to terminate or otherwise vacate such “Access/Utility Easement” insofar as it is requisite and necessary for all Owners to have access to their respective Lots.

ARTICLE 4 ENCROACHMENTS

4.1 No Encroachment. No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason

whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

4.2 Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Declaration without specific or particular references to such easement.

4.3 Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

ARTICLE 5 ARCHITECTURAL, LAND USE, AND MAINTENANCE

5.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single Family Residence to be occupied by a Single Family. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one Single Family Residence or dwelling.

5.2 Residence Size and Materials.

(a) Single Story Residence. No single story or rambler style residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches, and garages, is 1,800 square feet or greater.

(b) Two-Story Residence. No two-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the total square footage is at least 2,650 square feet, exclusive of basements, open porches and garages.

(c) Materials. The exterior of all Single Family Residences may not consist of any vinyl siding. No stucco will be permitted on the front side of the Single Family Residences, and such front sides shall consist of a cementitious product, stone, brick, or a mixture thereof. Stucco is permitted on the sides and rear of the Single Family Residences.

5.3 Improvements.

(a) Completion of Improvements. Construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform to city ordinances and/or regulations.

(b) Landscaping of the Lot. The area within the front of a Single Family Residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. All front and side yards must be landscaped within six (6) months, and all rear and back yards of a Lot must be landscaped within twelve (12) months after an occupancy permit for the Single Family Residence is obtained. Additionally, the landscaping of the Lot shall be subject to the following requirements: (a) installation of an automatic sprinkler system; (b) installation of an additional two (2) tree(s) in the front yard, which trees shall have a minimum two inch (2.0") caliper; (c) installation of eight (8) shrubs in the front yard, which shrubs shall be 5 gallon size; (d) installation of sod for, at a minimum, sixty five percent (65%) of the open space of the Lot; and (e) side and rear yards to be landscaped, with a minimum of sixty five percent (65%) of the Lot (including square footage of the Single Family Residence and driveway) to be landscaped. All landscaping shall be pre-approved by the ACC (as defined below).

(c) Fencing. Chain link fencing is prohibited and all fencing materials and colors must be approved by the ACC. No fences shall be allowed in the front yards or the front setback area. Notwithstanding the foregoing, installation of vinyl or other suitable fencing, as determined in Declarant's sole discretion, by the Declarant or an affiliate of Declarant (or a Builder under the direction of the Declarant) is pre-approved at any location within the Community.

(d) No Temporary or Prefabricated Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 5.4 below. No prefabricated housing may be installed or maintained within the Property.

(e) Mailboxes. All mailboxes shall be installed and maintained in accordance with the rules and requirements of the United States Post Office.

5.4 Temporary Structures.

(a) Subject to Sections 5.4(b) and 5.4(c) below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on within the Property at any time as a residence, either temporarily or permanently.

(b) A single detached garage will be permitted on any Lot within the Property so long as: (a) such structure complies with all city code and set-back requirements; and (b) the plan and materials for such structure have been approved by the ACC in accordance with Section 5.5 below. A recreational vehicle (including, without limitation, a boat and/or RV trailer or vehicle) may be stored on the Property so long as it is stored behind an installed fence or otherwise not readily visible from the front yard of the Lot.

(c) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place temporary sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

5.5 Architectural Control Committee.

(a) There shall be an Architectural Control Committee (the "ACC") until such time as all of the Lots have residences constructed thereon. The ACC shall be comprised of the members and managers of the Declarant.

(b) No plan may be submitted to the city until such plans have been approved by the ACC, and such approval shall be in the sole discretion of the ACC.

(c) The ACC shall approve or deny the plans within ten (10) business days of submittal. Failure of the ACC to approve or deny the plans within such time period shall not constitute an approval unless the requesting Owner sends an additional request for approval via certified mail to the ACC; if no response is received within seven (7) business days from the date of the signature on the certified mail receipt, approval shall be deemed to be granted.

(d) The ACC shall have the right, but not the duty, to enforce the terms of this Declaration by any legal means and shall be entitled to recover its costs and attorney fees from the other party in any such enforcement action by the ACC, whether or not a judicial proceeding is instituted.

5.6 Common Area Maintenance. The Association shall be obligated to oversee the maintenance of the Community Road and any and all landscape or park strips located adjacent or appurtenant thereto, and any other common areas located in the Property or otherwise required by Kaysville City, if any. The maintenance of the Community Road shall include, but not be limited to, all repair, replacement, and snow removal related thereto. All maintenance and other functions of the Association shall be paid for through means of collection of association fees and assessments. No alteration to the common areas is allowed without the prior written consent of the Declarant or the Association. In due time, Declarant and/or the Association may decide, in its sole discretion, to dedicate to Kaysville City (provide Kaysville City is willing to accept such dedication) any common area (including, without limitation, the Community Road), in which case the Association shall no longer have any duties and obligations related to such dedicated common area. Pursuant to the terms elsewhere in this Declaration, all Owners grant to the Association a perpetual easement to perform its required duties hereunder.

5.7 Assessments.

(a) Initial Membership Fee. An initial membership fee shall be due concurrent with the purchase of a Lot by a third party purchaser. Prior to such closing, Declarant (or the Association) will notify the amount of such initial membership fee, which may be fixed or modified by the Association on an annual calendar basis.

(b) Periodic Assessments. Membership dues and assessments shall be collected from each Owner on a monthly, quarterly, or annual basis (as determined by Declarant or the Association in its sole discretion); provided, however, unless otherwise noticed to the Owners, the Owners shall anticipate a monthly assessment. The monthly assessment amount shall be fixed or modified by the Association on an annual calendar year basis. The assessments shall be used by the Association to maintain and preserve the common areas. The Association may, if and when required, with reasonable advance written notice, elect to collect from each

Owner special assessments for capital improvements or for other justifiable reasons, with such assessments to be established by the Association.

(c) Reinvestment Fee. Concurrent each transfer of ownership of a Lot between parties, a reinvestment fee equal to \$250 shall be due and payable to the Association. An Owner desiring to sell or otherwise transfer ownership of a Lot shall, prior to or concurrent with effectuating such sale or transfer, (a) confirm the amount of the reinvestment fee with the Association, and (b) confirm that the reinvestment fee has been or will be concurrent with the subject closing be delivered to the Association. The Association reserves the right to increase or otherwise modify the amount of the transfer fee. Transfers to Declarant or any Declarant affiliates shall be excluded from this provision.

(d) General Assessment Provisions. All assessments, reinvestment fees, late payment penalties and charges, if any, together with interest, all as set by the Association, and costs and reasonable attorney's fees shall be a lien on the Lot subordinate only to a first mortgage or first deed of trust on such Lot and may be foreclosed in the same manner as a deed of trust under Utah law. Each Owner shall be personally responsible for his or her share of assessments imposed by the Association. Assessments shall be binding upon and inure to each Owner's assigns and successors and the obligation to pay the same shall be a continuing lien on the Lot.

ARTICLE 6 RESTRICTIONS ON USE

6.1 Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration:

(a) Residential Use. Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community. Nothing in this Section 6.1 shall be construed so as to prevent or prohibit:

(i) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records; handling his or her personal business or professional telephone calls; or conferring with business associates or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or

(ii) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction.

(b) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property.

(c) Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon or within any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners.

(d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Animals.

(i) The keeping of any animal by a Lot Owner shall be in compliance with any and all applicable city, county, and state ordinances, laws, rules, and regulations.

(ii) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all portions of the Property.

(f) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(g) Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when its presence offends the occupants of the other Lots.

(h) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents.

(i) Nightly Rentals. "Nightly rentals" are hereby expressly prohibited in the Community. For purposes of this Section 6.1(i), "nightly rentals" shall refer to the general business and practice of charging a fee in any amount for short-term (i.e., for a period less than one hundred eighty (180) days) rentals of an existing Single Family Residence within the Community by a party other than an Owner.

(j) Parking on Community Road. Except for temporary parking (i.e., less than ten (10) minutes), no Owner, or any guests, invitees, or other parties, shall park any vehicle on or immediately adjacent to the Community Road. All Owners acknowledge that the size of the Street is limited, and, to the extent any party parks a vehicle on the Street, such can cause undue access, visibility, and other limitations. Declarant and/or the Association is/are authorized

to regulate parking violations of the Street in any acceptable form, including, without limitation, hiring a third-party tow company to help enforce violations.

ARTICLE 7 DECLARANT RIGHTS AND CONTROL

7.1 Other Rights. In addition to any other rights under this Declaration, Declarant:

(a) Sales Office and Model. May maintain sales offices and models on one (1) or more of the Lots which Declarant owns or leases. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Furthermore, Declarant shall have the right to assign such rights to Builders within the Property.

(b) For Sale Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant. Declarant may assign such rights to Builders within the Property.

(c) Right to Add Property. May unilaterally annex additional property to the Property in its sole discretion.

7.2 Easements Reserved to Declarant.

(a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, is hereby expressly granted.

(b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, and alleys and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or shown on the Plat Map.

(c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as storm water management reservation, to public use all as shown on the Plat Map, including, without limitation, the "Access/Utility Easement" that all Owners consented to on the Plat Map (also referred to herein as the Street).

7.3 Declarant Control Period. Notwithstanding anything to the contrary herein, Declarant, or a person or party selected by Declarant, may appoint and remove some or all of the members of the Board of Directors or some or all of the officers of the Association or may

exercise the powers and responsibilities otherwise assigned by this Declaration or under Utah law to the Association, its officers, or the Board of Directors. However, the right of the Declarant contained under this section shall terminate upon the first of the following to occur: (1) at such time as Declarant no longer owns any Lot; or (2) the date on which Declarant voluntarily relinquishes its control rights as evidenced by a notice to the Owners. Upon the occurrence of either event, the Owners shall move forward controlling the Board of Directors, and Declarant shall no longer have any rights, duties, or obligations related thereto. The period during which Declarant controls, or in other words, the date from execution of this Declaration to the occurrence of (1) or (2) above, shall be referred to herein as the "Declarant Control Period".

ARTICLE 8 OWNER MAINTENANCE OBLIGATIONS

8.1 Lots / Declarant Improvements. Maintenance of the Lots and all structures, landscaping and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all improvements constructed by Declarant, including walls, entry monuments and other similar structures shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected (unless otherwise decided by the Declarant in its sole discretion), except for the Community Road, which shall be maintained by the Association, irrespective of who owns such areas.

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner. An Owner seeking to enforce the provisions of this Declaration shall be entitled to his or her costs and attorney fees in any action in which the Owner prevails.

9.2 Injunctive Relief. Nothing in this section shall prevent an Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

ARTICLE 10 INSURANCE

10.1 Hazard Insurance on Lots. Each Owner of an improved Lot shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot.

10.2 Obligation of Lots to Repair and Restore. In the event of any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements. Any such repair,

restoration or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Declarant.

10.3 Insurance of Association. The Association is hereby required to maintain adequate insurance coverage, which insurance coverage shall include policy limits and amounts that are reasonably commercially satisfactory and in accordance with local and industry standard coverage for similar homeowners associations of similar size and type in the state of Utah.

ARTICLE 11 AMENDMENT AND DURATION

11.1 Amendments.

(a) Approval Required. So long as Declarant owns any Lot in the Community, Declarant shall have the right to amend this Declaration without the consent of any other Owner. Thereafter, this Declaration may be amended if such amendment is approved by two-thirds (2/3) of all of the Owners.

(b) Additional Approval Requirements. No amendment may create, limit or diminish any special Declarant rights, change the boundary of any Lot or uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

(c) Execution and Recordation. An amendment shall not be effective until the amendment is certified and recorded in the Recorder's Office of Davis County, Utah.

11.2 Duration. This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be

responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.3 Non-waiver. Failure by Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant or Owner as to any similar matter.

[SIGNATURE PAGE TO FOLLOW]

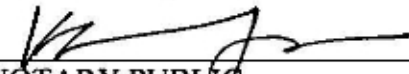
IN WITNESS WHEREOF, Declarant has executed, delivered and recorded this Declaration as of the date and year first above written.

JF CAPITAL, LLC,
a Utah limited liability company

By: 
Name: Chad Bessinger
Title: Managing Director

STATE OF UTAH)
 : ss.
County of Davis)

On this 10th day of May, 2020, personally appeared before me Chad Bessinger, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Managing Director of JF Capital, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said company by the appropriate authority.


NOTARY PUBLIC

My Commission Expires: 4/25/2024



EXHIBIT A

Legal Description of the Property

BEGINNING AT A POINT OF THE EASTERLY LINE OF A 66 FOOT COUNTY ROAD, SAID POINT BEING NORTH 899.97 FEET AND EAST 2240.97 FEET AND SOUTH 22°55'25" EAST 624.84 FEET FROM AN EXISTING MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 39°19' EAST 437.75 FEET; THENCE SOUTH 34°51'42" EAST 137.96 FEET TO AN EXISTING FENCE; THENCE SOUTH 39°19' WEST 470.00 FEET ALONG SAID FENCE TO THE EASTERLY LINE OF SAID COUNTY ROAD; THENCE NORTH 22°55'25" WEST 150.0 FEET ALONG SAID ROAD TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Community Road

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FLINT STREET, SAID POINT BEING NORTH 899.97 FEET AND EAST 2240.97 FEET AND SOUTH 22°55'25" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 734.16 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 39°19'00" EAST 259.46 FEET TO A POINT ON A 23.00 FOOT RADIUS CURVE; THENCE NORTHERLY 36.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" (WHICH LONG CHORD BEARS NORTH 05°41'00" WEST 32.53 FEET); THENCE NORTH 50°41'00" WEST 24.50 FEET; THENCE NORTH 39°19'00" EAST 46.27 FEET; THENCE SOUTH 50°41'00" EAST 47.50 FEET; THENCE NORTH 39°19'00" EAST 49.90 FEET; THENCE SOUTH 50°41'00" EAST 36.00 FEET; THENCE SOUTH 39°19'00" WEST 397.58 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 22°55'25" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 40.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 16,283 SQ/FT OR 0.37 ACRES