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Service Mortgage Corporation
377 North Main Street
Layton, UT 84041

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/22/2020 9:23:00 AM
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DEP eCASH REC'D FOR COTTONWOOD TITLE INS AG

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS & RESTRICTIONS
AFFECTING THE REAL PROPERTY KNOWN AS**

GRAYSON RIDGE

PHASES 3 & 4

THIS DECLARATION is made this 12th day of May, 2020, by Service Mortgage Corporation hereinafter referred to as "Declarant".

WHEREAS, the Declarant is a Utah Corporation and majority record Owner of real property more particularly described as follows: All of Lots 301-311, 401-404 & 406-410, inclusive, as Grayson Ridge, situated in the City of Syracuse, in the County of Davis, in the State of Utah, according to the official plan thereof recorded as Entry No. 3163431 & 3163432, in Book 7275, Pages 473 & 474, in the office of the Davis County Recorder; hereinafter referred to as "Property". **Also Described on attached Exhibit A.**

Parcels: 15-008-0301, 15-008-0302, 15-008-0303, 15-008-0304, 15-008-0305, 15-008-0306, 15-008-0307, 15-008-0308, 15-008-0309, 15-008-0310, 15-008-0311, 15-009-0401, 15-009-0402, 15-009-0403, 15-009-0404, 15-009-0406, 15-009-0407, 15-009-0409, and 15-009-0410

15-009-0408

WHEREAS, it is the desire and intention of the Declarant to subdivide, dedicate and/or sell the Property described above and to subject the Property to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Property in the subdivision and the future Owners of said Property;

THEREFORE, to further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

The following additional words, phrases or terms used in this Declaration shall have the following meaning:

- "Committee" shall mean the Architectural Control Committee
- "Lot" shall mean any area of real property within the Property designated as an individual Lot.
- "Owner" shall mean the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Property, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any rights, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1- ARCHITECTURAL CONTROL COMMITTEE

- 1.1- **COMMITTEE MEMBERSHIP:** The initial Architectural Control Committee (ACC) shall consist of 3 members and shall be selected by the Developer, Service Mortgage Corporation. Initially the Committee is composed of Duncan E. Barlow, Jennifer E. Barlow, and Logan Hall. The committee may designate a representative to act for the committee. Action by this Committee shall be ratified by at least 2 out of 3 members. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Nor shall they have any liability for their decisions. The members shall have full authority to designate their successor but in the event of death or incapacitation of any Committee member, the Developer shall have full authority to select a successor. The ACC can be reach by email at Jenn@barlowcorputah.com
- 1.2- **COMMITTEE DUTIES:** The Committee shall have all authority to interpret the architectural conditions and covenants found herein. Prior to the finalization of house plans, the new Owner or builder must submit 1 set of plans to include all front, side, and rear elevations detailing all exterior materials to be use, floor plans, including scale and dimensions of the structure to be erected, Exterior finish samples with placement and a site plan before the review process can commence. The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days after plans have been submitted. Liability for non-compliance with said restrictions and covenants should not be borne by Committee as a result of misrepresentations by application or oversights by Committee. Items the Architectural Control Committee will be reviewing including, but no limited to: home size, architectural style, minimum roof pitches, overall aesthetics, and that the overall value will be consistent with the Property.
- 1.3- **EXCEPTIONS:** THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE RESTRICTIONS CONTAINED HEREIN IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO SLOPE RESTRICTIONS, LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM REASONABLY APPROPRIATE.

ARTICLE II- RESIDENTIAL AREA COVENANTS

- 2.1- **DWELLING SIZE, QUALITY, and EXTERIOR MATEIRALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements, the "ground floor," as herein referred,

shall be defined as the first floor.

A. Dwellings Size:

Dwelling: No dwelling shall be permitted on any lot with the ground floor area of the main structure of a one story, (rambler), exclusive of open porches and garages of less than 1600 square feet if the home has a three car garage, and not less than 1700 square feet with a two car garage. Nor less than 2000 square feet above grade for a dwelling of more than one story with a three car garage (minimum home footprint to be 1300 square feet), and not less than 2200 square feet with a two car garage. The construction materials for each home shall be of superior quality.

Garage: For a detached single family dwelling not to exceed two stories in height and an attached private 2 or more car garage consisting of not less than 500 square feet, and an additional 200 square feet minimum on a 3 car garage.

Basements: Full basements are required within each dwelling. No "slab on grade" or crawl spaces are allowed. Committee may choose to waive basement requirement on an individual case basis. Basements do not need to be finished.

B. Dwelling Quality: All exterior construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in compliance and conformity with all laws and ordinances of the City of Syracuse, Davis County, and the State of Utah which may apply, including all zoning and land use ordinances.

C. Dwelling Architectural Specifics:

All roofing shall be a minimum of 30 year architectural asphalt shingle or wood shingles. Roofs shall have a minimum of an 8/12 pitch unless otherwise approved by Committee. All fascia trim shall be a minimum width of 6 inches.

All dwellings shall have a minimum of 60 square foot front porch.

No exterior elevation may be duplicated or repeated within 3 lots in either direction of dwelling including lots facing subject home and including 2 lots in either direction.

If the Architectural Control Committee permits a detached structure, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Committee. All property Owners are required to check with the Syracuse City for building code requirements and zoning restrictions related to said detached structures.

D. Dwelling Exterior Finishes:

I. Exterior Materials:

The exterior of the dwelling shall be finished with cement board (Hardie Plank or Sheet, LP Smart Side, or similar) and any combination of brick or cultured/natural rock masonry & Stucco.

II. Material Application

All buildings erected or placed on any lot will comply with one of the following two options depending on home style: all exterior percentages are taken by the entire square footage of all sides of the home minus garages doors, windows, and doors

(1) Option 1. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum 75 percent of brick, rock, or stone. On corner lots, the street side of the structure shall have 50 percent, or up to a maximum height of four vertical feet of wainscot, composed of brick, rock, or stone. These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top-plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include brick, rock, or stone in these percentage requirements if clearly shown on the City-approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with brick, rock, or stone towards the percentage requirements.

(2) Option 2. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum 30 percent of brick, rock, or stone and the remainder covered in hardy board or hardy plank. On corner lots, the street side of the structure shall have 50 percent, or up to a maximum height of four vertical feet of wainscot, composed of brick, rock, or stone. These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top-plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include brick, rock, or stone in these percentage requirements if clearly shown on the City-approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with brick, rock, or stone towards the percentage requirements.

No more than 60 percent of any elevation may be stucco. No vinyl, aluminum, or steel siding is allowed on any elevation of the home.

III. Approval: The Architectural Control Committee has the right to approve plans that do not meet the above mentioned requirements at their sole discretion. The Architectural Control Committee has the right to require more or less exterior upgrades than those listed above if it deems necessary.

IV. Exposed Foundation: Exposed cement foundation height shall average not more than 24" above finished grade on all sides of home, excluding front porch. Front elevation should have minimal exposed foundation height. Standard finish variations to be approved on individual basis.

V. Exterior Colors: Exterior colors of the dwelling may be denied based on similar colors being used on surrounding dwellings. Exterior dwelling colors must be approved by Committee.

2.2- FENCES AND WALLS:

A. Fences: All new fences and walls shall be constructed out of white vinyl, black ornamental iron/black aluminum, cultured/natural rock, Trex composite or as approved.

No new fence or walls shall be constructed of chain link, wire mesh, or concrete cinder block. All other fence options requested by builder must be approved by Committee.

B. Walls & Height: Approved in writing by the Committee.

- I. Any fence, wall, hedge, or other similar structure shall not be erected in a front yard to a height in excess of three (3) feet, excluding retaining walls (as needed) for front entry steps.
- II. Rear and/or Side Yard. Fences, walls, or hedges shall not exceed six feet in height.
- III. Corner Lot. Fences, walls or hedges shall not exceed three feet for a minimum of 10 feet from the property line when located within 10 feet to an adjacent driveway on an adjoining lot.
- IV. Retaining Walls. Where a retaining wall is reasonable and necessary, located on the line separating lots, such retaining wall may include a fence, wall, or hedge on top to the same height that would otherwise be permitted if no retaining wall existed.
- V. Visibility at Intersections. Notwithstanding any provisions of this title in any district, fences, walls, signs, hedges, or other plantings may not encroach within the required clear-visibility triangle located at the intersection of two roads or the intersection of a road and a nonresidential driveway. No one shall erect, place, or plant anything or allow anything to grow in such a manner as to impede vision between a height of two and one-half feet and eight feet above centerline grades of the adjoining street centerline surface elevation. Property owners shall maintain all tree branches so that none of them are lower than eight feet in clear site triangle area. The configuration of a clear-visibility triangle is shown in Exhibit 10.30.060, and the length of each leg, measured along the curb line or edge of roadway or edge of

nonresidential driveway, shall be 40 feet, or based upon applicable speed limits greater than 40 mph as per AASHTO's "Policy on Geometric Design of Highways and Streets."

2.3- Drainage: Generally, the side and rear property lines are deemed drainage easements, and no Lot shall be graded and no structure or other obstacle shall be erected, placed or permitted to remain thereon in such a way as to interfere with the established drainage structures or drainage pattern over the Lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a Lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any Lot shall contain "weep holes" or shall otherwise be constructed as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The Owner of the Lot shall continuously maintain the sloped areas of each Lot and all improvement in them, except for those improvements from which a public authority, utility company is responsible.

2.4 - USE RESTRICTIONS: The use of any Lot is subject to the following use restrictions:

- A. Land Use:** Each Lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon said Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date of the building was started, unless approved by the Committee. No lot shall be subdivided or portioned.
- B. Nuisance:** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly on patios, unless in enclosed areas built and designed for such proposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets of front and side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours. All RV storage shall be to the side or rear of home and must not protrude from the front plane of home or garage. All exposed metal flues, vents, or other metallic roof top protrusions shall be positioned on the back side of the roof and shall be painted with tones which compliment surrounding structures. All TV antennas are to be placed in the attic out of view. Satellite dish etc., to be hidden from view from the street.
- C. Temporary Structure:** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tent structures (excluding temporary camping tents & shade canopies), trailer homes or offices, or temporary sheds, without the written approval of the Committee. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- D. Out Buildings:** It is understood that outbuildings such as swimming pool dressing facilities, sheds, garages, etc., may be constructed on any Lot as long as they are in conformity with the requirements found in Sections 2.1c & 2.1d of this Declaration and are approved by both the Committee and Syracuse City. No detached structure

larger than 1,000 square feet shall be permitted. The height of any out building shall not exceed 70% of the height of the home itself. Noise and light coming from said structure must be designed to have the least amount of impact as possible on the surrounding neighbors. Any anticipated noise and light that will be emitted from out buildings shall be addressed at the time the Committee reviews and approves the building plans.

- E. Energy Conservation Equipment:** No solar energy collector panels, or other energy conservation equipment or attendant hardware shall be constructed or installed on the property which may be visible from the street, sidewalk or any public areas of the Property and without the prior written consent of the Committee.
- F. Commercial or Business use:** Unless otherwise approved by the Committee, no commercial trade or business may be conducted in or from any Lot unless:
- I. The existence or operation of the business activity is not apparent or detectable by sight, sound, smell or pedestrian or vehicular traffic from outside the residence.
 - II. The business activity conforms to all zoning requirements for the property, and the necessary and required permit and licenses are obtained.
- G. Driveways and RV pads:** Under no circumstances shall any part of the driveway starting from the street up to the garage, nor any part of an RV pad which extends to the side of the dwelling shall be made out of rock, gravel, pavers, or unfinished soil. Properly finished cement shall be the only allowable material.
- H. Parking of Vehicles:** No trailers, boats, racks, snowmobiles, motor homes, ATV's or recreational vehicles shall be stored on driveways for more than 45 days. These types of vehicles shall be stored either in the garage or behind the front edge of the dwelling on an RV pad. Automobiles that are properly licensed and in running condition may be stored on the driveway or RV pad. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or behind a 6' privacy fence if on the RV pad.
- I. Cooling Units, Aerials, Antennas, and Satellite Systems:** Central air conditioning units shall be required. Under no circumstances shall swamp coolers be mounted to roofs, walls or windows.
- No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other Lot, unless approved by the Committee. New digital satellite style "mini-dishes" are excluded from the provision. In no case shall any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot Owner's premises or home entertainment facilities or equipment.
- J. Signs:** No sign of any kind shall be displayed to the public view on any lot except one

professional sign on not more than one square foot. One sign of not more than five square feet advertising the property for sale or rent. Or signs used by a builder to advertise during the construction and sale period.

- K. Laws:** Noting shall be done or kept in, on or about any Lot which would be in violation of any statutes, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- L. Repair of Building & Improvement:** No building(s), roof(s), or other improvement(s) upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.
- M. Cluster Mailboxes:** The mailbox location is regulated by the US Postmaster and is restricted by the same. Some restrictions may also be placed by the City. The Owner is solely responsible to obtain instructions for proper mailbox and location from said entities. With this said, all mailboxes will be of similar style and architectural design as determined solely by the Architectural Control Committee.
- N. Refuse & Disposal:** No lot shall be used or maintained as dumping ground for rubbish. Trash, 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. Each lot, and its abutting street, are to be kept free of trash, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. Purchaser or contractor of lot shall be held responsible for damages caused by him or his contractor to any lots in the subdivision.
- O. Excavations & Completion improvements:** No excavation shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvements thereon. When excavation, erection, alterations, or repair of a structure has begun, the work must be executed diligently and completed within a reasonable time.

2.5- IMPROVEMENTS: Before taking title or possession of any Lot, the Purchaser shall inspect the completed off-site improvements. Except for deficiencies or defects specified by the Purchaser to the Developer before Ownership is taken. Purchaser hereby releases the Developer from further obligations or responsibilities as to the installation of the improvements.

If the improvements are not complete at the time Ownership is taken, the Developer will complete the incomplete improvements and, unless the Purchaser notifies the Developer of any deficiencies within ten (10) days after the date of completion of the improvements, improvements shall be deemed acceptable to the Purchaser and the Developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete improvements.

Conditions of acceptance: Upon transfer of title from Developer to Purchaser, Purchaser shall assume full responsibility for accepting Property "AS IS" and to make property inspections of the following prior to closing: 1) Sewer; 2) Culinary Water; 3) Secondary Water; 4) Land Drain; 5) Gas; 6) Electric; 7) Telephone, Internet & Cable; 8) Curb & Gutter; 9) Sidewalks; 10) Asphalt road; 11) Rough Grading; and all other improvements as applicable.

The Property has been developed as a standard subdivision within Syracuse City and all streets, water, land drain, sewer improvements and rights-of-way will be dedicated to and maintained by Syracuse City. Syracuse City will also be providing water service and garbage removal.

2.6- VACANT LOTS WHICH ARE SOLD. If a Lot has been purchased and there is no intention to building a dwelling immediately, the Owner of the vacant Lot shall be held to the following provisions:

- A. Time to Commence Construction:** Construction on all lots must commence within 18 months of the date of closing. In the event that construction has not been commenced within the 18 months, written approval must be obtained from the above mentioned committee for up to an additional 12 months. The committee is entitled to approve plans and specifications which are not in strict compliance with these covenants, if the committee determines such would be in the best interest of the subdivision.
- B. Upkeep:** The Owner is solely responsible for the upkeep of the Lot. Weeds must be controlled and kept at a reasonable height. Any debris or trash that has gathered in the Lot is also the responsibility of the Lot Owner.
- C. Subject to Approval:** Notwithstanding any delays in beginning constructions, the construction plans must still be reviewed and approved by the Architectural Review Committee prior to beginning construction and all rules and regulations outlined in the document are still applicable.

2.7- Landscaping: Each Lot Owner is encouraged to have a professionally designed landscape plan. Initial landscape requirements are as follows:

- A. Timeframe:** Within 6 months of occupying the dwelling, the Owner is to landscape all of the front yard, and the back yard within 12 months. Committee may grant a one time 3-month extension for extenuating circumstances. Front yard is designated as starting from four (4) feet back from the front corners of the side elevations of the dwelling to the street.
- B. Lawn:** Yards must be landscaped using sod, Hydro-seed or seed. Automatic sprinkler systems are required for the entire landscape. Desert style rock-scaping and xeriscaping is prohibited.

- C. Trees:** Each Lot shall have a minimum of 2 deciduous trees in the front yard. Planter Bed(s) are required in the front yard.
- D. Park Strips:** Rocks, gravel, cement, or lava rock shall not be allowed in the park strip. Grass and dark mulch is the only allowable ground item. Maintenance of this strip shall be the responsibility of the homeowner.
- E. Maintenance:** All trees, lawn, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense.

2.8 – Rentals and Leases: Without exception, no property will be allowed to be used as a short-term rental or lease without the prior written approval of the Committee.

ARTICLE III – GENERAL PROVISIONS

3.1 – Enforcement: Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any Owner to enforce any covenants restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

3.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

3.3 – Amendments: Exceptions to the strict interpretation of these guidelines that would cause undue hardship serving no public purpose may be appealed to the Committee. The covenants and restrictions of this declaration shall run with and bind land, for a term of sixty (60) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminate by a vote of at least 85% of the total allowable votes of all Lots, which vote may be taken at a duly called meeting, or individually in person. Any amendment approved shall be written, signed, and recorded against the Lots.

3.4 – Liberal Interpretation: The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform within the Property and to enhance and protect property values and Owners' use and enjoyment of their Lots and Dwellings. Paragraph headings are inserted for convenience only and shall not be considered in interpretations of the provisions.

3.5- Fees: At closing each lot the home owner will deposit \$1,000 with Cottonwood Title as a plan check & enforcement fee. This fee will be refunded to lot owner if they are granted a signed release from architecture control committee once the construction and landscaping is completed within the above timelines. The fee will be forfeited to the Declarant if home owner does not comply to any written notice or failure to adhere to CC&Rs.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand this day of May 12, 2020.

DECLARANT & OWNER:
Service Mortgage Corporation

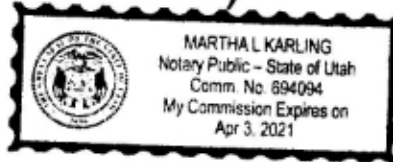


By: Jennifer E. Barlow
Its: Vice President & Corporate Secretary

State of Utah
County of Davis

On this 12th day of May, in the year 2020, before me Martha Karling a notary public, personally appeared Jennifer E. Barlow, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to this instrument, and acknowledged she executed the same.

Signed: Martha Karling
NOTARY PUBLIC



OWNER:
Henry Walker Construction, LLC



By: Owen Fisher
Its: Managing Partner

State of Utah
County of Davis

On this 21ST day of May, in the year 2020, before me RUTH HILL a notary public, personally appeared Owen Fisher, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to this instrument, and acknowledged he executed the same.



Signed: Ruth Hill
NOTARY PUBLIC

EXHIBIT A

Lots 301-311, inclusive, GRAYSON RIDGE EAST PHASE 3 SUBDIVISION

Lots 401-404, inclusive and 406-410, inclusive, GRAYSON RIDGE EAST PHASE 4 SUBDIVISION