

After Recording, Please Return to:

Farmington Overlook LLC
111 South Frontage Road
Centerville, Utah 84014

E 3348671 B 7697 P 2786-2795
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/16/2021 11:37 AM
FEE \$40.00 Pst: 10
DEP RT REC'D FOR SYMPHONY HOMES

Space Above for Recorder's Use

08-651-0001 thru 0009

RETURNED
FEB 16 2021

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

FOR

FARMINGTON OVERLOOK SUBDIVISION

A SUBDIVISION

IN

FARMINGTON CITY, DAVIS COUNTY, STATE OF UTAH

Farmington Overlook LLC

a Utah Limited Liability Company

DECLARANT

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS
FOR
FARMINGTON OVERLOOK SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for Mabey Lane Estates ("Declaration") is made as of February 9, 2021 by **Farmington Overlook LLC** ("Declarant").

BACKGROUND

A. Declarant is the owner of that certain property located in Davis County, Utah and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

B. The Property has been subdivided into nine (9) lots, designated as Lots 1 through 9 (individually, a "Lot" and collectively, the "Lots"), Farmington Overlook Subdivision, according to the official plat thereof recorded on _____ in the Office of the Davis County Recorder as Recorded Entry: _____, Book: _____, Page: _____, (the "Plat").

C. Declarant intends that the Property and the Lots shall hereafter be subject to the covenants, conditions, restrictions and easements herein set forth.

DECLARATION

Declarant hereby declares that this Declaration is adopted and that the Property and each of the Lots will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the land and will be binding upon all parties (individually, an "Owner" and collectively, the "Owners") having or acquiring any right, title, or interest in or to the Property, a Lot or any part thereof, and will inure to the benefit of each Owner thereof.

**Section 1
ARCHITECTURAL CONTROL PROVISIONS**

1.1 **Architectural Control Committee.** There shall be an Architectural Control Committee (the "ACC") until such time as all of the Lots have residences constructed thereon. The initial ACC shall consist of Bruce Robinson, Robert Miller, and Russell Wilson who can be contacted at 801-298-8555 and/or the following address: 111 South Frontage Road, Centerville, Utah 84014.

1.2 **Committee Duties.** The ACC shall have full authority to interpret the requirements of the Declaration.

1.3 **Application.** Prior to commencement of construction, the owner or builder ("Applicant") must submit to the ACC two (2) complete sets of plans which

include all front, side, and rear elevations detailing all exterior materials to be used, floor plans (including scale and dimensions of the structure to be erected), materials specifications, and site plan. Applicant must sign each page of both sets of signed plans submitted. The ACC will respond with an approval or disapproval of the plans (with comments) in writing within fourteen (14) calendar days receipt of a complete application and return one set of the plans. In the event the ACC fails to approve or disapprove the plans within fourteen (14) calendar days, the plans will be deemed approved. No plan approval or failure to affirmatively approve plans shall be deemed a waiver of any restriction or requirement of this Declaration unless such waiver is in writing and specifically addresses the item(s) waived.

1.4 Residential Lots. All Lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any Lot which is not a single family dwelling, not to exceed two stories in height with no less than a two-car garage; provided that an Owner shall have the right to have one (1) storage shed on its Lot so long as such storage shed (a) does not exceed 200 square feet, (b) is constructed on a concrete slab and (c) is constructed with the same building quality materials as used for the home on such Lot. Carports are prohibited.

1.5 Dwelling Cost, Quality and Size. All dwellings shall have a minimum of an attached two-car garage. All rambler-style homes shall have no less than 2,500 square feet on main level, exclusive of open porches and garages. All two-story dwellings shall have a minimum of 3,200 square feet above ground, exclusive of open porches and garages.

1.6 Construction. Masonry, stucco, and fiber cement board will be permitted. No vinyl or aluminum siding materials will be allowed. The exterior front of any structure erected on a Lot shall have a substantial amount of its area covered with brick or stone. All buildings shall have a roof of at least a 6 x 12 pitch for rambler/ranch and 2-story style dwellings. The ACC may grant a waiver of the exterior front coverage, materials and roof pitch requirements for certain approved dwelling styles (i.e. full fiber cement board homes, prairie style, and mid-century modern designs). All roof materials shall be asphalt architectural grade, bar tile, cedar or shake. Metal roof applications may be approved depending on their location and color. All exterior colors as approved by the ACC shall not be changed prior to construction of the dwelling, or anytime following completion of the dwelling without the written consent of the ACC.

1.7 Landscaping. Within twelve (12) months following issuance to Owner of an occupancy permit, but in no event later than the summer immediately following the completion of Owner's home, each Owner is required to landscape its Lot.

Section 2 RESTRICTIONS

2.1 Drainage; Erosion Control. Easements for utility and drainage are reserved as shown on the Plat. No Owner other than Declarant shall alter the slope and/or contour of its Lot in a manner that will materially increase the discharge of

water onto the surface of any sidewalks, street or adjoining Lot or property. Each Owner shall be responsible to ensure that no erosion or water drainage shall take place from its Lot which may adversely affect neighboring properties and/or roads.

2.2 Farmington City Zoning and Subdivision Ordinances. Each Owner shall comply, and shall cause such Owner's Lot to comply, with all applicable laws and regulations, including, without limitation, zoning regulations of Davis County (the "County") or the City of Farmington (the "City"), and any applicable building, fire and health codes. No Lot may be occupied in a manner that is in violation of any applicable statute, law, ordinance, rule or regulation. The City may compel the Owners to comply with any governmental regulation or issue of public safety.

2.3 Repairs. Once a Lot is purchased, each Owner acknowledges that they are responsible for any damage or repairs to the sidewalks and all other concrete improvements located on or adjacent to its Lot.

2.4 Completion Required Before Occupancy. No dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

2.5 Temporary Structures Prohibited. No structure of temporary nature, such as a trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence.

2.6 Animals and Pets. No more than two (2) domestic pets (i.e. dogs, cats) are allowed per Lot unless the Declarant grants a variance in writing. Up to eight (8) chickens will be allowed per Lot. Roosters are strictly prohibited. All chickens and chicken coops must be kept in back yards and screened from view at all times with a six (6) foot privacy fence.

2.7 Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any Lot except in sanitary containers. No materials shall be kept or stored on any Lot that would be unsightly or a fire hazard.

2.8 Fences. No fence, wall or other similar structure shall be constructed or placed on any Lot nearer the street than the front house line, nor shall any fence, wall or similar structure be constructed to a height greater than six feet. Chain link and vinyl fencing is not allowed. All allowed fences or walls shall be of brick, stone, wrought iron, precast concrete, RhinoRock, or Trex. Any fencing or similar structure using any other construction materials requires the prior written approval of the ACC. If there is a dispute as to what constitutes the front, side, or rear yards, the decisions of the ACC shall be final, binding, and conclusive. The maintenance of any fence surrounding a Lot will be the responsibility of the Lot Owner. All fencing shall be installed and maintained in accordance with City ordinances.

2.9 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the creation of loud or offensive noises or

odors that detract from the reasonable enjoyment of nearby Lots. No mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

2.10 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any home or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, recreational vehicles, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimming; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street; provided that the foregoing shall not restrict the parking of a vehicle or equipment on a Lot behind a fully screened fence section that is at least six (6) feet in height even if such vehicle or equipment can be seen above such fence.

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous to hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage or caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms and setting open fires (other than properly supervised and contained barbecues).

2.12 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

2.13 Solar Panels. Solar panels may be installed with advanced written approval of the ACC. Panels must have (a) no portion higher than the roof section to which it is attached, (b) have no portion extend beyond the perimeter boundary of the roof section to which it is attached, (c) conform to the slope of the roof, (d) be aligned so the top edge of the panel is parallel to the roof ridge for the roof section to which it is attached, (e) have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and (f) be located in a position of the roof which is least visible from any street or common area. Installed panels may not (i) threaten public health or safety (ii) violate any law and (iii) substantially interfere with the use and enjoyment of any adjoining property owner.

2.14 Sewer Connection Required. All Lots are served by sanitary sewer service, no cesspools, septic tanks or other types of waste disposal systems are permitted on any Lot. All dwelling units must be connected to the sanitary sewer system.

2.15 Maintenance of Property. Each Lot and the improvements on it shall be maintained by the Lot Owner in a clean, sanitary, attractive and marketable

condition at all times. No Owner shall permit his Lot or the improvements on it to fall into disrepair.

2.15 Repair Following Damage. In the event of casualty loss or damage to the improvements on a Lot, the Owner will be entitled to reconstruct the improvements as they existed prior to the damage or loss, provided however that alterations or deviations from the originally approved plans will comply with applicable City zoning and ordinances. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepairs after 90 days following the occurrence of damage is deemed a nuisance.

Section 3 ENFORCEMENT

3.1 Any Owner shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

Section 4 AMENDMENT AND REPEAL

4.1 **Amendment by the Owners.** This Declaration may be amended or repealed with the approval of at least 67% of the Owners. Any amendment will be executed and acknowledged by the Declarant and will be effective upon recording in the official records of the County.

4.2 **Amendment by the Declarant.** During the period (the "Declarant Control Period") between the recordation of this Declaration in the County's recorder's office and continuing until the last to occur of the following: (a) the date Declarant is no longer an Owner of any Lot; (b) Declarant records in the County's recorder's office a notice of resignation of Declarant; or (c) the seventh (7th) anniversary of the date this Declaration is recorded in the Recorder's Office, the Declarant may amend this Declaration without the approval of the Owners for the limited purpose of (a) correcting a clerical error, (b) clarifying an ambiguity, (c)

resolving a contradiction in the terms of the Declaration, or (d) bringing this Declaration into compliance with any applicable law, statute, ordinance, or regulation.

4.3 Phases of Development/ Expansion of Project. The Declarant reserves the unilateral and exclusive right to develop the Property in one or more phases. Declarant further reserves the unilateral and exclusive right to add contiguous or geographically related properties to the Property and Subdivision by expansion. Declarant shall have the exclusive and unilateral right to develop such additional phases and/or add such additional property to the Property by amendment to the Plat or expansion of the Subdivision without notice to, or consent of the Owners. Any such expansion shall be deemed to have occurred at the time of the recordation of a revised plat, together with an amendment to the Declaration, duly executed and acknowledged by the Declarant. The amendment shall contain a legal description of the land added to the Property.

Section 5 MISCELLANEOUS PROVISIONS

5.1 Joint Owners. Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

5.2 Tenants/Guests. Tenants and guests using the Property under rights derived from an Owner will comply with all applicable provisions of this Declaration. Each Owner will be responsible for its tenants' and guests' compliance and will be liable for any failure of compliance by its tenants or guests in the same manner and to the same extent as if the failure had been committed by the Owner.

5.3 Construction; Severability; Number; Captions; Exhibits. This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

5.4 Not a Cooperative. In accordance with Section 57-8a-212(1)(c) of the Utah Community Association Act, the Property is not a cooperative.

5.5 Declarant's Sales Program. Notwithstanding anything to the contrary in this Declaration, until the expiration of the Declarant Control Period, the Owners shall not interfere or attempt to interfere with, and the terms of this Declaration shall not apply to, the Declarant's completion of improvements and sales of all its remaining Lots and dwellings (whether now owned or hereafter acquired by Declarant), and Declarant shall have the following rights in furtherance of any sales,

promotions or other activities designed to accomplish or facilitate the sale of all Lots and dwellings owned by it:

(a) Sales Office and Models. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots, homes or dwellings at any one time. Such office and/or models may be on one or more of the Lots owned by Declarant, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

(b) Promotional. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.

(c) Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the occurrence, Declarant shall have the right to remove from the Property any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales efforts.

(d) Signage. No Owner (except for the Declarant as stated in paragraph (b) above), or Owner's builder, shall place any advertisement or "for sale" signs on any vacant lot. Owner is allowed one (1) "for sale" sign placed in the front yard of an existing/completed home when it is listed for sale.

[Signature Pages Follow]

Declarant has executed this Declaration to be effective as of the date first set forth above.

DECLARANT:

Farmington Overlook LLC, a Utah limited liability company

By: Robert Miller
Name: Robert Miller
Its: Manager

State of Utah)
) ss.
County of Davis)

The foregoing instrument was acknowledged before me on February 10
2021, by Robert Miller, the Manager/Owner of
Farmington Overlook LLC, a Utah Limited Liability Company.

Heather Marie Muir
Notary Public



Exhibit A

Legal Description of the Property

Lots 1 through 9, Farmington Overlook Subdivision according to the official plat thereof recorded in the office of the Davis County Recorder, Entry: _____, Book: _____, Page: _____.