

WHEN RECORDED, MAIL TO:  
Bulldog Sod Inc.  
Attn: Daren Deru  
18460 N 5200 W  
PO Box 606  
Layton, UT 84041

Space above for County Recorder's use  
Parcel ID Number: \_\_\_\_\_

E 3377408 B 7750 P 435-442  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/30/2021 09:18 AM  
FEE \$40.00 Pcs: 2  
DEP RT REC'D FOR LAYTON CITY

**COVENANTS, CONDITIONS, AND RESTRICTIONS DD  
OF *at cherry* PRUD  
EVERGREEN ESTATES ~~Phase 1~~**

**(A PLANNED RESIDENTIAL UNIT DEVELOPMENT)**

*09-0455-0101 thru 0113*

These COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declarations") are made this        day of January, 2021 by **BULLDOG SOD INC.**, a Utah corporation ("Declarant").

Declarant holds legal title to a certain tract of real property ("Property") located in Davis County, Utah, and more particularly described on the attached Exhibit "A". The Property is intended for use as a private residential subdivision and will be known as "Evergreen Estates" ("Subdivision"). Declarant intends to establish and maintain standards which protect the value, integrity, and desirability of the Property and Subdivision. Accordingly, by this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property and Subdivision and the interests therein conveyed. The provisions of this Declaration shall apply to all real property included in the legal description of the Property on the attached Exhibit "A" and depicted on the site plan attached Exhibit "B" ("Site Plan").

NOW, THEREFORE, it is hereby declared as follows:

**ARTICLE I**  
**Declaration**

**1.1 Declaration.** The Property and Subdivision shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following covenants, conditions, restrictions, and limitations, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of Declarant, its successors and assigns, and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns, all as set forth herein. No commercial ventures or businesses may be conducted or maintained on the Property.

**1.2 Acceptance of Interest in Property.** The acceptance of any deed or other interest in and to the Property shall constitute a covenant and agreement with Declarant and with each other to accept and hold each lot described and other property subject to the covenants contained in this Declaration.

**ARTICLE II**  
**Homeowner's Association and Membership**

**2.1 Homeowner's Association.** Concurrent with the execution of this Declaration, Declarant has established a homeowner's association ("Association") to be operated as a non-

profit corporation established and to be operated under the laws of the State of Utah. The Association shall be established through the execution of separate organizational documents. The Association shall perform the tasks enumerated below to coordinate future construction of improvements in the Property and the Subdivision.

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**2.2      Ownership.** The owners of each lot in the Subdivision shall jointly own one (1) share of stock in the Association and be entitled to all incidents of ownership therein.

**2.3      Services.** The Association shall be empowered and authorized to perform services for owners of lots, such as snow removal on any private subdivision street identified on the Site Plan ("Private Street(s)"), yard maintenance, etc. The Association shall also be responsible for the maintenance, repair, and replacement of the Private Street, including snow removal. *and underground private utilities.*

**2.4      Common Areas.** The Association shall own, maintain and control all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas on the Plat or other recorded instrument; and other real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, park areas, pickleball courts (which courts shall not be used after dark), detention pond(s), Association signs or monuments, open space, landscaped areas, street signage, sidewalks, perimeter Project fences, extra parking stalls, and other similar improvements, if any; and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Association shall determine in its sole and exclusive discretion.

### **ARTICLE III** **Residential Use and Construction Rules**

**3.1      Residential Use Only.** All lots in the Subdivision shall be used for single family residential purposes only (no commercial uses) and uses commonly associated therewith. No building shall be erected, altered, placed, or permitted to remain on any lot other than those in compliance with the provisions of this document. Notwithstanding the foregoing, uses may be allowed as conditional uses if permitted by the City of Layton.

**3.2** All improvements to any property in the Subdivision shall conform to all municipal, county, state, federal, or other governmental regulations, codes, ordinances, and laws, including but not limited to:

3.2.1      Building codes, including the obtaining of necessary building permits and payment of applicable fees;

3.2.2      All required governmental inspections;

3.2.3      Applicable utility company regulations and guidelines;

3.2.4      Zoning ordinances; and

3.2.4      The Association's governing Board shall establish an Architectural Control Committee (ACC), whose job it will be to consider and approve building plans ("Plans") of residential structures to be built in the Subdivision. Such approval shall include the types of materials to be used in construction of improvements, including color schemes. Residences shall have a minimum square footage of living space of 1400 square feet for rambler construction and 1600 square feet for a two-story residence. Before any owner begins to construct improvements on any Property in the Subdivision, such owner must first submit its building plans to the ACC for consideration and approval. Such ACC shall respond to a request for approval of Plans within seven (7) business days of submission of Plans and submit to the owner a written approval, or disapproval, of the submitted Plans. The ACC shall consider the submitted Plans to ensure that improvements are harmonious to the Subdivision, other structures, and are not offensive

3.3. Landscaping.

3.3.1 All landscaping shall be installed and completed by the Association. The design of such landscaping shall be completed by the ACC.

3.3.2 It shall be the responsibility of the Association to maintain all landscaping and other improvements, including lawns and plants. Assessments to owners from the Association will cover the costs of such service. Property owners may not materially change or remove the design of the landscaping, unless approved by the ACC.

**ARTICLE IV**  
**Assessments**

4.1 Authority to Assess. The Association shall have power and authority to assess the individual lots for the financing or maintenance allowed as required by this Declaration. Assessments may be payable no more often than on a monthly basis. The Association shall also have the right to make special assessments for extraordinary expenses, such as capital improvements, etc., subject to the Bylaws of the Association. The Association has authorized an initial assessment upon the first sale of each lot to create a reserve account for the Association. Such initial assessment shall be the sum of \$150.00. The Declarant is not obligated to pay any fees or assessments until completion of construction and a Certificate of Occupancy has been issued on any lot.

4.2 Right to Lien. Any Association assessment unpaid by a lot owner for a period in excess of thirty (30) days shall be subject to a lien of the Association. Any assessment unpaid for such thirty (30) day period shall thereafter bear interest, until paid, at the rate of twelve percent (12%) per annum, together with a late fee of five percent (5%) of the unpaid assessment. The Association shall also be entitled to all costs of collection, including a reasonable attorney's fee. Any lien or assessment of the Association shall be subordinate to the lien of any first mortgages now or hereafter placed upon the individual lots subject to the assessments.

**ARTICLE V**  
**General Rules and Regulations**

5.1 Easements. For installation of and maintenance of utilities and drainage facilities, and to provide areas for excess water or flood runoff, areas are reserved in the Property and the Subdivision as easements as shown on the recorded plat. Within these easements, no structure, materials, or trees shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may restrict or retard the flow of drainage water. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements or property owned by the Association.

5.2 Parking. Vehicles shall not be parked at any time (night or day) on the sides of the roads in the Subdivision. Owners, occupants and tenants must first use their garages before other vehicles may be parked outside of the garage. No vehicles, boats, trailers, etc. can be parked on driveways for a period exceeding twenty-four (24) hours. However, recreational vehicles may be parked on driveways for loading and unloading purposes for a period not to exceed forty-eight (48) hours.

5.3 Nuisances. No noxious or offensive activity resulting in such occurrences as offensive odors, unreasonable noise, or the creation of hazardous or unsafe conditions shall be carried on upon any lot in the Subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.4 Antennas and Satellite Dishes are not permitted unless they are installed in a

5.5      Unsightliness. No unsightliness shall be permitted within the Subdivision, including but not limited to the storage of old model or dilapidated vehicles, signs, equipment, tools, boats, recreation vehicles other than automobiles, refuse, and objects which are generally unacceptable in subdivisions of high quality. No mobile homes or other temporary structures or residences are allowed to be stored on a long-term basis on any lot or other Property in the Subdivision. No boats, motorhomes, recreational vehicles, jet skis, trailers, sheds, campers, or motorcycles are permitted to be parked in the driveway, in front of homes, or on the street.

5.6      Signs. Only professional-type real estate sales signs will be permitted to advertise the sale of a lot or home.

5.7      Animals and Pets. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and that they are restricted to the owner's premises and are under the control of the owner at all times. In no way may pets be allowed to run loose. Any dangerous breeds, such as Pit Bulls or Doberman Pinschers, or others that are considered to be dangerous to the well being of the residents of the subdivision, are prohibited. Furthermore, if the homeowner has pets that are kept outdoors, there will be no tolerance by the Association as to pets that are confined to dog runs and as to barking. Any dog must be kept within a fenced yard, or on a leash if outside a fenced yard. It is intended that all animals shall be small household animals, to be kept indoors and not left outdoors overnight and such shall, at no time, become a nuisance to the other owners within the Project. If any animal housed at a Living Unit causes any unreasonable annoyance to the owners in the Project, or if any other provision of this Declaration by maintenance of such animal is violated, the Board shall have the right to require any owner to remove such animal from their Living Unit. Legitimate comfort animals are allowed, but must nevertheless be registered with the Association as required below.

5.7.1      Animal Registration/Fine. No animal who will be outdoors shall be allowed to be kept or harbored in any dwelling or on any portion of the Project without first registering the animal with the Association. For registration of any dog, a registration fee of \$100 will be charged to the owner, and DNA swabbing is required upon the registration of any dog. Any owner who does not register their animal within thirty (30) days of acquisition and moving into a Living Unit or acquiring such animal will be subject to a fine as established in the Rules, which fine shall continue monthly until the animal is registered.

5.7.2      Animal Waste/Fine. Owners shall prevent their animals from soiling any portions of the Subdivision property. In the event a pet does soil a portion hereof, the owner of person in control of such animal shall immediately clean up after the animal. If an owner does not clean up animal waste as required herein, and any such waste is determined to be from an owner's animal, such owner shall be subject to a fine in an amount to be set forth in the Rules of the Association.

5.8      Trash and Refuse. It shall be the responsibility of the property owner to keep all garbage containers in the rear yard and out of sight from the street. Garbage containers may be placed on the street on the evening prior to the scheduled pick-up days and will be removed from the street after they have been emptied on the same day. No piles of garbage, refuse, or lawn debris will be placed so that it is visible from the front of the home.

5.9      Snow Removal. The property owners shall be responsible for the snow removal on their own driveways and sidewalks.

5.10      Culinary Water. The Association shall be responsible for the payment for the culinary water for all property owners. Each property shall not be individually metered.

5.11      Fire Hydrant. The Association shall be responsible to maintain, inspect, replace and flush any required fire hydrant, according to local law.

**Rights of Declarant.** The principal of Declarant, Daren Deru, as owner of adjacent property currently known as parcel # 09-087-0268 ("Declarant Parcel"), shall have the right to use the Private Streets of the Association, which use shall include the right to install, maintain and replace all utilities and related infrastructure servicing the Declarant Parcel, at no cost to Daren Deru. This right shall run with parcel # 09-087-0268 and be binding on all parties having any right, title or interest in such parcel, their heirs, successors and assigns and shall inure to the benefit of such owner. In addition, Declarant, in the event Declarant or an affiliate of Declarant shall acquire the adjacent land to the north of the planned residential unit development, shall have the exclusive right to extend the utilities to such land. In such event, Declarant shall bear the full cost of such extension.

## **ARTICLE VI** **Enforcement**

**6.1 Legal Proceedings.** The obligations, provisions, and covenants contained in this document or any supplemental or amended document shall be enforceable by the Association, by Layton City (in the event the Association fails to do so), or by any owner of a lot subject to the Declarations by a proceeding for a prohibitive or mandatory injunction and/or recovery of damages or amounts due and unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including a reasonable attorney's fees.

**6.2 Limited Liability.** Neither Declarant, members of the Association, nor any member, agent, or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

## **ARTICLE VII** **General Provisions**

**7.1 Effective Date.** The provisions of this document shall take effect when recorded with the office of the Davis County Recorder.

**7.2 Duration.** These covenants are to run with the land and shall remain in full force and effect for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by two-thirds (2/3) of the lot owners has been recorded agreeing to change said covenants in whole or in part.

**7.3 Amendment.** The provisions of this document, or any part thereof, as from time to time in effect with respect to all of any part of the Property or Subdivision, may be amended or repealed upon the happening of the following events:

**7.3.1** The vote or written consent of owners owning not less than two-thirds (2/3) of the lots in the Subdivision approving the proposed amendment or any amendment to this document; and

**7.3.2** The recordation of a Certificate by the Association setting forth in full the amendments to this document so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by owners owning the requisite number of lots as described above.

**7.4 Waiver.** Failure to enforce any provision, restriction, covenant, or condition in this document, or in any supplemental or amended document, shall not act as a waiver of any such provision, restriction, covenant, or condition or of any other provision, restriction, covenant, or condition.

**7.5 Partial Invalidity.** If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable; then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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IN WITNESS WHEREOF, Declarant has executed this document on the day, month, and year set forth above.

**BULLDOG SOD INC.,**  
a Utah corporation

~~By: Daren Deru~~

STATE OF UTAH )  
 )  
 ) 88.  
COUNTY OF Davis )

On this 21st day of April, 2021, personally appeared before me Daren Deru, who duly acknowledged to the that he executed the same in the capacity indicated above on behalf of Bulldog Sod Inc., Declarant herein.

Michael Williams

**Notary Public**



STATE OF UTAH NOTARY PUBLIC  
MICHELLE WILLIAMS  
COMMISSION #718305  
MY COMMISSION EXPIRES:  
03-21-2025

**EXHIBIT "A"**  
**Legal Description of Property**

# EVERGREEN ESTATES AT CHERRY PRUD

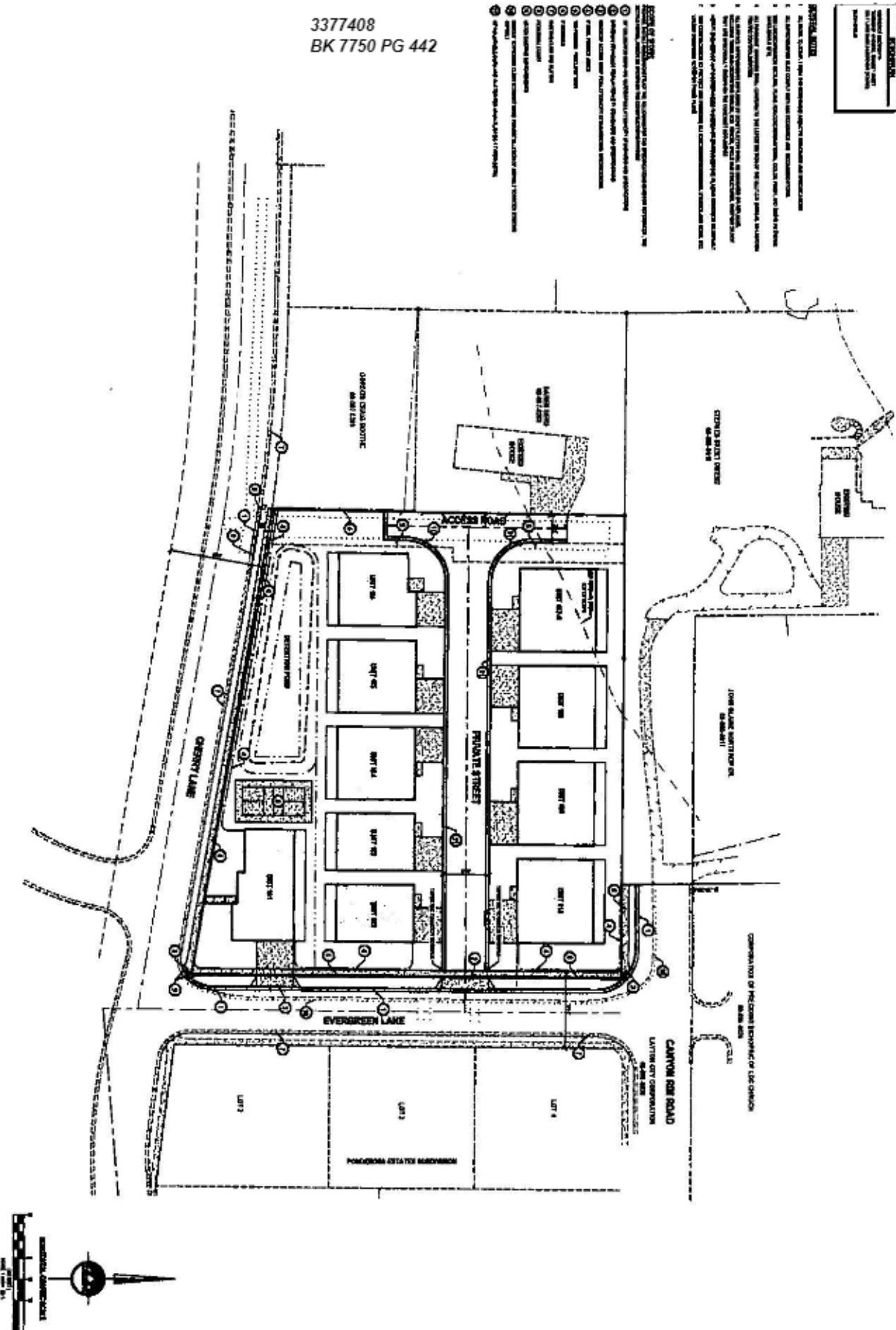
## BOUNDARY DESCRIPTION

Section 14 per the Davis County Township Reference Plat), Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 89°28'00" East 226.79 feet along the quarter section line to the west line of Evergreen Lane, (2450 East);  
Thence South 0°32'00" West 304.43 feet along the west line of Evergreen Lane, (2450 East) to the north line of Cherry Lane, (1500 North);  
Thence North 79°58'52" West 307.74 feet along the north line of Cherry Lane, (1500 North);  
Thence northwesterly 27.48 feet along the arc of a 1035.97 foot radius curve to the left,  
(center bears South 10°01'08" West and long chord bears North 80°44'28" West 27.48  
feet, with a central angle of 1°31'11" along the north line of Cherry Lane, (1500 North);  
Thence North 1°05'00" East 249.56 feet;  
Thence South 89°28'00" East 101.51 feet along the quarter section line to the point of beginning.

Contains 91,241 square feet, 2.095 acres.

NAD83 bearing being North 0°33'75" East <sup>DD</sup>



## EVERGREEN ESTATES PRUD

2387 EAST CHERRY LANE  
LAYTON, UTAH



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ENSIG  
ENGIN