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RICHARD T. MAUGHAN
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**Pintail Estates Subdivision, (D)
Kaysville, Utah
A Residential Subdivision & Development**

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

Lots 2-10

15-133-0002 thru 0010

Lots 2-10

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

Pintail Estates Subdivision

THIS DECLARATION is made this 14th day of July, 2023, by HG Pintail LLC, hereinafter referred to as "Declarant".

RECITALS

Declarant is the owner of certain real property located in the City of Kaysville ("City"), Davis County, Utah, more particularly described on ~~Exhibit A~~ attached hereto ("Property"). Declarant is developing the Property as a residential subdivision to be known as Pintail Estates LLC ("Project"). The Project shall be subdivided into individual single-family lots ("Lots").

Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property.

Lot number 1 is an existing home and not subject to these "Covenants".

Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the "Covenants") for the purpose of:

- i. Helping to insure uniformity in the development of the Lots;
- ii. Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life in the Project;
- iii. Facilitating the initial sale of Lots by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Units in the Project, by assuring purchasers of uniformity and basic restrictions intended to preserve property values over time; and
- iv. Maintaining the Common Areas not dedicated to the public, located within the Project in accordance with these Covenants and with City standards.

NOW, THEREFORE, the Declarant does hereby establish the Covenants and does hereby declare that the Property, and all Units within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Lots within the Project.

ARTICLE I - DEFINITIONS

1.1 DEFINITIONS. The following words when used in this Declaration shall have the following meanings:

1.1.1 “**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.”

1.1.2 “**Builder**” shall mean any residential homebuilder who purchases a Lot directly from the Declarant.

ARTICLE II – ARCHITECTURAL CONTROL COMMITTEE

2.1 COMMITTEE MEMBERSHIP: There shall be an Architectural Control Committee for the Project (the “Committee”). So long as Declarant owns a Lot in the Project, Declarant shall select the members of the Committee, which shall number no less than three (3) members. At such time as Declarant no longer owns a Lot in the Project, the Owners (by majority vote) shall select not less than one Owner to be the members of the Committee. The initial Committee shall consist of the following one member: The Holland Group, INC. Action by the Committee shall be ratified by a majority of the Committee members. In the event of death or resignation of any member of the Committee, the remaining member(s) of the Committee shall select a replacement.

2.2 COMMITTEE DUTIES: The Committee shall have all authority to interpret these covenants. Prior to the commencement of construction, the new Owner or builder must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), material specifications, and site plan before the review process can commence. A landscaping plan is required as part of this initial review. The Committee will respond with an approval or disapproval as required in these covenants in writing within fourteen (14) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within fourteen (14) calendar days after plans and specifications have been submitted to it, approval will not be required but all plans and specification must fully conform to the related restrictions and covenants found herein. Liability for non-compliance with said restrictions and covenants shall not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

2.3 COMMITTEE NOTICES: The initial mailing address for all notices to the Architectural Control Committee shall be:

590 North Kays Drive #112
Kaysville, Utah 84037
phil@hgroupventures.com

ARTICLE III – RESIDENTIAL AREA COVENANTS

3.1 DWELLING – SIZE, QUALITY, EXTERIOR MATERIALS AND ARCHITECTURAL SPECIFICS: The following minimum finished square foot living area requirements shall apply to all Lots. 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 with a floor elevation extending above the top back of the curb at the driveway approach side of the Lot.

a. Dwelling Size:

One Story Dwelling (Rambler): The required minimum above ground floor finished space shall be 2000 square feet with a minimum 3-car garage required.

Two Story Dwelling: The required minimum above ground floor finished space shall be 2750 square feet with a minimum 3-car garage required.

Multi-Level Dwelling: The required minimum above ground floor finished space shall be 2750 square feet with a minimum 3-car garage required.

THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM REASONABLY APPROPRIATE.

b. Dwelling Quality: All 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 Kaysville, Davis County, and the State of Utah, as may be applicable from time to time, including without limiting, the generality of the foregoing, all zoning and land use ordinances.

c. Dwelling Exterior Materials: The dwelling’s exterior shall consist of brick, rock, stucco, fiber cement siding, or a combination thereof. Vinyl or aluminum siding is not allowed. Any other materials must be approved by the Committee.

- 1) If any stucco is used, the following is required:
 - i) The front above grade, shall have a minimum of 50% brick or rock.
 - ii) The sides and rear above grade shall have a minimum of 30% brick or rock.
- 2) If the home exterior wall surface is brick or rock and fiber cement siding, then the following is required:
 - i) The front, sides, and rear shall have a minimum of 30% brick or rock.
 - ii) The brick or rock may be used as an accent in a few areas or as a wainscot on the entire home.

- 3) If the home exterior is comprised primarily of fiber cement siding, but has little brick or rock which does not meet the requirements of subsection (2) above, or is without brick or rock, then the same shall not be permitted, except as may be approved by the Committee in its sole and absolute discretion.
 - 4) All soffits shall be a minimum of six (6) inches.
 - 5) Roof pitches shall be minimum rise over run of 8/12 or greater. The Committee must approve in writing any other variation from this specification.
 - 6) Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.
- d. **Dwelling Architectural Specifics:** All homes must be constructed with a minimum three-car garage. Where possible, it is recommended that garages be designed and constructed as side loaded "car-court" style garages, where one is visible from the front elevation and two from the side elevation.
- e. **Detached Structures:** If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property Owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

THE ARCHITECTURAL CONTROL COMMITTEE HAS THE RIGHT TO CHARGE THE OWNER, ITS CONTRACTOR OR AGENT UP TO \$200.00 NON-REFUNDABLE REVIEW FEE, PER PLAN BEING REVIEWED, FOR ARCHITECTURAL CONTROL COMPLIANCE AND APPROVAL. THE ARCHITECTURAL CONTROL COMMITTEE HAS THE AUTHORITY TO ENGAGE THE SERVICES OF AGENTS TO REVIEW SUCH PLANS AT A COST OF NO MORE THAN \$200.00 PER PLAN.

ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 2.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, WHICH MAY BE LEVIED AS A LIEN, AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE.

- 3.2. FENCES, WALLS AND HEDGES:** The use of hedges are encouraged, but are required to be in conformance with the guidelines found in this section as well as with any and all

landscape requirements found herein. Any fence or wall constructed on any lot shall be constructed in conformity to the following guidelines:

- a. **Material:** All fences or walls shall be of brick, stone, wrought iron, vinyl coated chain link, or vinyl. No fence or walls shall be constructed of regular chain link, cedar, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee. See Section 3.2c below for fence material requirements and restrictions.
- b. **Height:** Any fence, wall, hedge, or other similar structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.
- c. **Location:** Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot from the front corner of the residential structure to the front property line. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the property line parallel to the street.

3.3 DRAINAGE: No Lots 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 over a Lot. Adequate provisions shall be made for proper drainage on each Lot. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so 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 improvements in them, except for those improvements for which a public authority, utility company is responsible.

3.4 STORM WATER MATTERS: The construction of each Dwelling, other structure, landscaping, or other improvement shall be in full compliance with all now or hereafter effective federal, state, and local laws, rules, and regulations (collectively, "Storm Water Laws") relating to storm water pollution. Lot Owners shall be fully and finally responsible for: (i) becoming apprised of the terms, conditions and requirements of all Storm Water Laws, (ii) causing their contractors, subcontractors, material suppliers and other appropriate persons and entities (collectively, "Construction Parties" or, individually, a "Construction Party") to become apprised of the terms, conditions and requirements of all Storm Water Laws which are from time to time in effect.

In order to assure that they are in full compliance with all now or hereafter effective Storm Water Laws, Lot Owners and all Construction Parties are directed to contact appropriate

federal, state and local agencies and authorities including, but in no event limited to, the Utah Department of Environmental Quality, Division of Water Quality or any successor agency or authority (collectively, the "DEQ").

Each Lot Owner and each Construction Party shall be required to obtain, prior to the commencement of construction, such permits (collectively, "Storm Water Permits") as are from time to time required by applicable Storm Water Laws. In order to ascertain the requirements for Storm Water Permit, the Lot Owners and the Construction Parties should contact the DEQ and other applicable agencies or authorities.

The DEQ and other applicable federal, state and local agencies and authorities are expected to possess and retain the right to impose significant fines and penalties (collectively "Storm Water Fines") in connection with violations of Storm Water Laws. Except in the event of Storm Water Fines resulting from the negligent actions of the developer or Declarant, each applicable Lot Owner shall be responsible for promptly paying all Storm Water Fines which in any way relate to such Owner's Lot, regardless of whether such Storm Water Fines arise as consequence of the actions of the Lot Owner, any of the Construction Parties, or third parties, and shall indemnify, defend, and hold harmless the Developer in connection with all matters relating to the violation of Storm Water Laws and the payment of Storm Water Fines relating to their construction activities.

Current and future Storm Water Laws are expected to prohibit all conditions that do or could result in storm water carrying silt or other materials away from a lot. Examples of such conditions might include, but would not necessarily include or be limited to, dirt or other material located on or near streets that is not properly contained, the failure to install silt fences, and the non-usage of wattles surrounding drains and drainage areas. The forgoing are examples only and do not comprise a complete or exhaustive list of conditions which are or might be in violation of Storm Water Laws. Lot Owners and Construction Parties should refer to specific Storm Water Laws in order to ascertain the full range of violative conditions.

3.5 USE RESTRICTIONS: The use of the Lots are subject to the following use restrictions:

- a. **Land Use:** Each Lot shall be used for private residence purposes only. 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 the building was started, unless approved by the Architectural Control Committee.
- b. **Nuisance:** No Owner or resident, their family members, guests or invitees shall create or maintain a nuisance on any part of the property. If a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood. The creation or maintenance of any noxious or offensive condition, including but not limited to the assembly and disassembly of motor vehicles

and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Property.

- c. **Temporary Structures:** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers or sheds without the prior written consent of the Committee, although the Developer and/or Builder may install and use temporary structures in the development of the Property and marketing of the Lots or homes. 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 out buildings 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 Section 3.1c of this Declaration and are approved by the Architectural Control Committee.
- e. **Commercial or Business Use:** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; 2) the business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
- f. **Energy Conservation Equipment:** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the Architectural Control Committee.
- g. **Storage and Parking of Vehicles:** Motor Vehicles on the Property shall be subject to the parking rules and regulations. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways for more than 45 days. Such vehicles that are properly licensed and in running condition may be stored on the side of the lot if properly screened from view behind a 6' privacy fence. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. No motor vehicle

or trailer, including but not limited to any car, automobile, truck, van or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, building or parking space, or to create an obstacle in, on or about any of the Public Rights of Way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of the motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

- h. Aerials, Antennas and Satellite Systems:** 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. New digital satellite style "mini-dishes" or the like used for television reception may be excluded from the provision. In no case will 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.
- i. Signs:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than sixteen square feet advertising the property for sale; or signs (of any size) used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the Architectural Control Committee in writing.
- j. Pets:** No more than two (2) domestic pets per Lot are allowed. No animals, livestock or poultry of any kind shall be raised, bred or kept on or about the property. No pet may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside a Dwelling Unit and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets in violation of the rules and regulations. Pets, which constitute a nuisance, must be removed from the Property.

No dog will be allowed to roam unattended on the Property. Dogs shall be kept in the house, a dog run, kennel or a fenced yard. All dog runs or kennels shall be screened off and out of the direct view from any street and should be in the rear yard of the home. At other times, dogs shall be on a leash and under the direct control and supervision of the Owner.

- k. Repair of Buildings & Improvements:** No building(s) or improvements(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.
- l. Mail Boxes:** 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 location from said entities.

- m. **Refuse & Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in the sanitary containers provided by the City of Kaysville. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- n. **Excavations & Completing Improvements:** No excavation shall be made on any lot except in connection with the erection, alteration or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

3.6 LANDSCAPING: The Owner is required to submit two sets of plans that include all front and side landscaping plans detailing all trees, plants and grass locations; planters, rocks, berms and retaining locations to be used before the review process can commence. The Committee shall have the authority to disapprove any landscape practices including, but not limited to, extraordinary landscape treatments (i.e. lava rock gardens in park strips or other similar practices). The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully observed. Liability for non-compliance with said restrictions and covenants will not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee. A landscaping plan may be required sooner if the Architectural Control Committee deems necessary as a part of approving the architectural style of the home as found in Section 3.1 above.

- a. **Initial Requirements:** The Owner is to landscape all front and side yards in a manner accepted and approved by the Architectural Control Committee. The Owner shall commence such landscaping within 12 months of builder's receipt of a Certificate of Occupancy from Kaysville City (weather permitting). In either case, all of the landscaping requirements referenced herein shall be completed within 18 months of builder's receipt of a Certificate of Occupancy. The Owner is required to install 1 ½" caliper flowering pear trees every 30' as a minimum in the park strip between the curb and gutter and the sidewalk.
- b. **Trees:** Any trees planted within public rights-of-way shall comply with Kaysville City's ordinances and approved tree species list (if it exists, is applicable and/or required). All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Architectural Control Committee.

ARTICLE IV – ENTRY MAINTENANCE

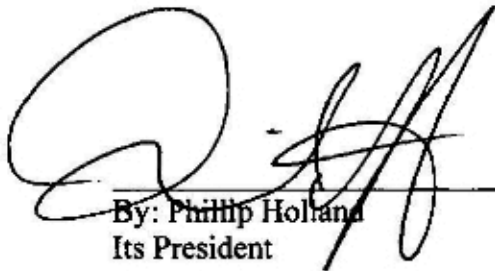
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ARTICLE V – GENERAL PROVISIONS

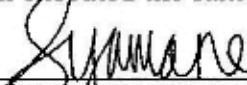
- 5.1 ENFORCEMENT:** Any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 5.2 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.
- 5.3 AMENDMENT:** Exceptions to the strict interpretation of these guidelines that would cause undue hardship serving no public purpose may be appealed to the Architectural Control Committee. The covenants and restrictions of this Declaration shall run with and bind the 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 terminated by a note of at least sixty-six and two-thirds percent (66 2/3 %) of the total allowable votes of all Lots (one vote per Lot), 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.
- 5.4 DEDICATION, MAINTENANCE, SERVICE:** The Property has been developed as a subdivision within Kaysville City and all streets, water, land drain (those found within the public rights-of-way), storm drain improvements and rights-of-way will be dedicated to and maintained by Kaysville City. Kaysville City will provide electrical power service, water service and garbage removal.
- 5.5 EXPANDABILITY.** The Project is expandable. Declarant hereby reserves the right to expand the Project to include additional real estate adjacent to or nearby the Property. If the Project is expanded, all references to "Property" shall include all phases of the Project.
- 5.6 COVENANTS RUN WITH THE LAND.** This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Unit therein, and all Owners shall hold or take title subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand this 14 day of July, 2023.

DECLARANT:
HG Pintail LLC


By: Phillip Holland
Its President

On the 19th day of July, 20 23, personally appeared before me Phillip S. Holland who being by me duly sworn did say that he is the President of HG Pintail LLC, that he signed the foregoing instrument by proper authority and duly acknowledged to me that said corporation executed the same.

Signed: 
NOTARY PUBLIC



Residing at Davis County, Ut.

My Commission expires: 6/28/2025