

10-387-0101 to 0130

DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS  
FOR  
AMBER FIELDS

This Declaration of Covenants, Conditions, Restrictions and Easements for Amber Fields ("Declaration") is made as of March 25, 2025 by Amber Fields 2023, LLC ("Declarant").

**BACKGROUND**

A. Declarant is the owner of that certain property located in Layton, 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 thirty (30) lots, designated as Lots 101 through 130, Amber Fields Phase 1 Subdivision, according to the official plat thereof recorded on March 24, 2025, in the Office of the Davis County Recorder as Entry No.: 3610245, Book: 8712, Page: 570 (the "Plat").

C. Declarant intends that Lots 101 through 113, and 118 through 130 of the Property (individually, a "Lot" and collectively, the "Lots") shall hereafter be subject to the covenants, conditions, restrictions, and easements herein set forth. Lots 114 through 117 of the Property are specifically excluded from this Declaration.

D. This Declaration does not, and is not intended to, create or relate to a community association. The Property is NOT submitted or otherwise subject to the Utah Community Association Act or the Utah Condominium Ownership Act.

**DECLARATION**

Declarant hereby declares that this Declaration is adopted and that 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 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 the Lots have residences constructed thereon. The initial ACC shall consist of Brian Kartchner, Grayson Blackham, and Russell Wilson who can be contacted at 801-298-8555 and/or the following address: 111 South Frontage Road, Centerville, Utah 84014. All members of the ACC shall be appointed or removed, from time to time, by the Declarant.

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

**1.3 Application.** Prior to commencement of construction, the Owner or builder ("Applicant") must submit to the ACC a \$250 review fee and complete set 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. Applicants must sign each page of both sets of signed plans submitted. The ACC will respond with approval or disapproval of the plans (with comments) in writing within fourteen (14) calendar days from 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. Approval or disapproval by the ACC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it. The Owner shall be liable for its own noncompliance with this Section and for any such noncompliance by its builder or representative(s).

**1.4 Residential Lots.** All Lots shall be used for single-family, residential purposes only. For the purposes of this Declaration, the term "single-family" shall carry the same definition as that term or its equivalent carries in applicable local ordinances. 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 three-car garage. Carports are prohibited.

**1.5 Dwelling Cost, Quality and Size.** All dwellings shall have a minimum of an attached three-car garage. All rambler-style homes shall have no less than 1,700 square feet on the main level, exclusive of open porches and garages. All two-story dwellings shall have a minimum of 2,200 square feet above ground, exclusive of open porches and garages. Any detached accessory building must conform in design and materials with the primary residential dwelling and receive all necessary approvals from Layton City and written approval from the ACC.

**1.6 Construction.** The exterior front of any structure erected on a Lot shall be comprised of a combination of stucco, fiber cement board, stone (artificial or natural), or brick. All buildings shall have a roof pitch consistent with its architectural genre. 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, farmhouse, prairie style, European romantic, and mid-century modern designs). All roof materials shall be asphalt architectural grade, tile, or cedar 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.

1.8 **Declarant Exemption.** The Declarant and its nominees are exempt from the provisions of Section 1.

## 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 **Layton 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 Layton City (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 its Lot and the improvements thereon, including 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 animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for service animals of Owners or their guests or invitees with disabilities and except that dogs, cats or other household pets (maximum of three) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for

the above purposes shall only mean on a leash or lead, within a vehicle, within the dwelling of the Owner, or within confines on the premises of the Owner.

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 at a height greater than six (6) feet with the exception of side yard fences, walls, or similar structures that are nearer the street than the front of the house, which shall not exceed a height of three (3) feet. Fences shall not be placed along the front of the Lot which would run parallel to the street. Chain link fencing is not allowed. All allowed fences or walls shall be of vinyl, Trex, precast concrete, brick, stone, or ornamental iron. 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. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the ACC, Declarant, any nominee, or any Owner. Such remedy shall be deemed cumulative and not exclusive.

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 or 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 only 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 and free from weeds, trash, and debris. 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 The Declarant, the ACC, and 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 tenth (10<sup>th</sup>) 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.** 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.

**5.6 Safety and Security.** The ACC and the Declarant are not insurers or guarantors of security, safety, or well-being within or relating to the Property, regardless of whether the ACC or the Declarant is responsible for design review or if the Declarant elects, from time to time, to provide measures that directly or indirectly improve the security of the Property. The ACC and the Declarant shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Each Owner and occupant assumes all risks of loss or damage to persons, personal property, and real property within the Property. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ACC AND DECLARANT HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATIVE TO THE SECURITY OF THE PROPERTY.

[Signature Page To Follow]

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

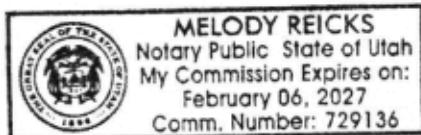
**DECLARANT:**

Amber Fields 2023, LLC, a Utah limited liability company

By: Brian Kartchner  
Name: BRIAN KARTCHNER  
Its: Manager

State of Utah )  
 ) ss.  
County of Davis )

The foregoing instrument was acknowledged before me on March 25, of 2025, by Brian Kartchner, the Manager of Amber Fields 2023, a LLC.



Melody Reicks  
Notary Public

**Exhibit A**

Legal Description of the Property

Lots 101 through 130, Amber Fields Phase 1 Subdivision according to the official plat thereof recorded in the office of the Davis County Recorder, Entry No.: 3610245, Book: 8712, Page: 570 (less and excepting Lots 114 through 117).