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After Recording Return Original to:

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/19/2018 12:34 PM
FEE \$42.00 Pgs: 6
DEP RT REC'D FOR LAYTON CITY

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

For

D

COTTAGES AT EASTRIDGE PARK,

A Neighborhood Association within Eastridge Park PRUD Master Community
in Davis County, Utah

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Cottages at Eastridge Park, a Neighborhood Association within Eastridge Park PRUD Master Community (this "Third Second Supplemental Declaration") is made and executed as of the last date set forth in the notarized signature below, by Adams Property, LLC (the "Declarant").

10-320-0129 → 0138

10-321-0137 → 0144

RECITALS:

10-322-0143 → 0150

(A) This Third Supplemental Declaration is submitted for the purpose of annexing into the Cottages at Eastridge Park certain portions of the Property, as provided for within Article 12 of the Master Declaration, by the Declarant.

(B) This Third Supplemental Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").

(C) This Third Supplemental Declaration affects and concerns certain real property located in Davis County, Utah and more particularly described as follows (the "Annexed Property"):

EASTRIDGE PARK PRUD PHASE 1D

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE NORTH QUARTER (N 1/4) OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, SOUTH 00° 02' 24" WEST 420.39 FEET; THENCE DEPARTING SAID WEST LINE EAST 36.10 FEET TO A POINT ON THE PROPOSED EAST RIGHT-OF-WAY LINE OF EMERALD DRIVE (1400 E), SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PLAT MAP TITLED "EASTRIDGE PARK PRUD PHASE 1B", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE NEXT FOUR (4) CALLS ALONG SAID SOUTHERLY BOUNDARY LINE; (1) SOUTH 50° 21' 38" EAST 130.65 FEET; (2) NORTH 89° 13' 32" EAST 87.65 FEET;

(3) NORTH 70° 30' 29" EAST 48.57 FEET; (4) NORTH 83° 03' 42" EAST 46.27 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 89°13'32" EAST 50.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PLAT MAP TITLED "EASTRIDGE PARK PRUD PHASE 1C"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 89° 13' 32" EAST 178.28 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PLAT MAP TITLED BEECHWOOD ESTATES NO. 5 SUBDIVISION" THENCE THE NEXT TWO (2) CALLS ALONG SAID NORTHWESTERLY BOUNDARY LINE (1) SOUTH 59° 00' 00" WEST 264.48 FEET; (2) SOUTH 81° 29' 35" WEST 119.07 FEET; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE SOUTH 54° 33' 01" WEST 146.94 FEET; THENCE NORTH 48° 57' 27" WEST 208.02 FEET TO THE BEGINNING OF A CURVE WHICH IS THE SAID PROPOSED EAST RIGHT-OF-WAY LINE OF EMERALD DRIVE; THENCE NORTHEASTERLY 196.70 FEET ALONG SAID EAST RIGHT-OF-WAY LINE AND CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET WITH A CENTRAL ANGLE OF 21° 13' 26", CHORD BEARS NORTH 35° 14' 06" EAST 195.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 77,036 SQUARE FEET OR 1.77 ACRES.

Also known as Lots 129 through 136 of Eastridge Park PRUD Phase 1D.

And,

EASTRIDGE PARK PRUD PHASE 1E

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE NORTH (N 1/4) OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, SOUTH 00° 02' 24" WEST 580.13 FEET; THENCE DEPARTING SAID WEST LINE WEST 76.62 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY LINE OF EMERALD DRIVE (1375 E) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 48°57' 27" EAST 208.02 FEET; THENCE SOUTH 54° 33' 01" WEST 205.45 FEET; THENCE NORTH 47° 43' 40" WEST 195.66 FEET TO THE BEGINNING OF A CURVE WHICH IS THE SAID PROPOSED EAST RIGHT OF WAY LINE OF EMERALD DRIVE; THENCE ALONG SAID PROPOSED EAST RIGHT OF WAY LINE THE NEXT THREE (3) CALLS; (1) NORTHEASTERLY 16.01 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 469.00 FEET WITH A CENTRAL ANGLE OF 01° 57' 21", CHORD BEARS NORTH 51° 28' 09" EAST 16.01 FEET; (2) NORTH 52° 26' 50" EAST 121.70 FEET TO THE BEGINNING OF A CURVE; (3) NORTHEASTERLY 61.17 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET WITH A CENTRAL ANGLE OF 06° 36' 00", CHORD BEARS NORTH 49° 08' 50" EAST 61.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 39,727 SQUARE FEET OR 0.91 ACRE.

Also known as Lots 137 through 142 of Eastridge Park PRUD Phase 1E.

And,

EASTRIDGE PARK PRUD PHASE 1F

COMMENCING AT A FOUND BRASS CAP SECTION MONUMENT AT THE NORTH (N 1/4) OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 15, SOUTH 00° 02' 24" WEST 580.13 FEET; THENCE DEPARTING SAID WEST LINE WEST 76.62 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY LINE OF EMERALD DRIVE (1375 E) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 48°57' 27" EAST 208.02 FEET; THENCE SOUTH 54° 33' 01" WEST 205.45 FEET; THENCE NORTH 47° 43' 40" WEST 195.66 FEET TO THE BEGINNING OF A CURVE WHICH IS THE SAID PROPOSED EAST RIGHT OF WAY LINE OF EMERALD DRIVE; THENCE ALONG SAID PROPOSED EAST RIGHT OF WAY LINE THE NEXT THREE (3) CALLS; (1) NORTHEASTERLY 16.01 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 469.00 FEET WITH A CENTRAL ANGLE OF 01° 57' 21", CHORD BEARS NORTH 51° 28' 09" EAST 16.01 FEET; (2) NORTH 52° 26' 50" EAST 121.70 FEET TO THE BEGINNING OF A CURVE; (3) NORTHEASTERLY 61.17 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET WITH A CENTRAL ANGLE OF 06° 36' 00", CHORD BEARS NORTH 49° 08' 50" EAST 61.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 39,727 SQUARE FEET OR 0.91 ACRE.

Also known as Lots 143 through 148 of Eastridge Park PRUD Phase 1F.

(D) The Annexed Property is within Cottages at Eastridge Park, a Neighborhood Association with Eastridge Park PRUD Master Community subject to that certain Supplemental Declaration of Covenants, Conditions & Restrictions for Cottages at Eastridge Park, a Neighborhood Association within Eastridge Park PRUD Master Community recorded October 7, 2016 as Entry No. 2972322, in the Davis County Recorder's Office ("Supplemental Declaration") and Amended & Restated Master Declaration of Covenants, Conditions & Restrictions for Eastridge park PRUD Master Community recorded August 29, 2016 as Entry No. 2962275, as amended, in the Davis County Recorder's Office ("Master Declaration").

(E) Declarant desires to subject the Annexed Property to the terms of this Third Supplemental Declaration, the Supplemental Declaration, and the Master Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et. seq.* Declarant will develop and convey all of the Units within the Annexed Property subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions, and easements, as set forth in the Supplemental Declaration and Master Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Property. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat(s), as amended, and as described in the Supplemental Declaration.

(F) Declarant reserves the right to develop additional phases within the Property pursuant to the Community Association Act, Supplemental Declaration and Master Declaration, which Subdivision does not constitute a cooperative.

(G) The Annexed Property is governed by the terms of this Second Supplemental Declaration, the Supplemental Declaration, and the Master Declaration, the Articles of Incorporation and Bylaws for Cottages at Eastridge Park Homeowners Association, Inc., the Eastridge Park Master Homeowners Association, Inc., and the Architectural Control Committee ("ACC"), as appointed by the Master Association.

(H) Declarant declares that the Annexed Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Annexed Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Annexed Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall be binding up all persons having any right, title or interest in the Annexed Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Annexed Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant and by the Association.

(I) Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant or the Association. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are specifically incorporated herein by reference and made a part hereof.

2. Definitions. All terms used but not defined herein shall have the meanings given them under the Supplemental Declaration and Master Declaration.

3. Notice of Disclosure. The Annexed Property, as described herein, is either partially or wholly located within the Layton City Sensitive Lands and Geologic Hazards Map dated 3/14/2008, found in Layton City Municipal Code 19.07. This disclosure is recorded as a notice to all potential buyers of the property described herein, of the following:

(1) In accordance with geotechnical engineering conducted by Intermountain Geo-Environmental Services, Inc. (IGES) and their subsequent recommendations, and in accordance with amendments adopted in 2017 by the State of Utah to the International Building Code (in use at the time of this recording), the developer was not required to install and has received a waiver on this subdivision to eliminate the land drain system and footing/foundation drain requirements of Section 18.40.020 of the Layton Municipal Code. A copy of the geotechnical report is available for review with the Layton City Engineering or Community Economic Development Departments.

(2) In conjunction with the approval of the Eastridge Park PRUD Subdivision, subdivision level geotechnical and geologic studies and reports were conducted and prepared on the property. Said studies and reports are on file for public inspection with the Layton City Engineering or Community & Economic Development Department. Each individual lot owner/building contractor/purchaser is responsible for complying with the geotechnical studies and reports completed by Intermountain Geo-Environmental Services, Inc. (IGES). Layton City is not responsible for any engineering or inspection failure or any damages resulting therefrom. Any damage caused to public property, public interest in property, public improvements, or public facilities in the subdivision, by failure to comply with the referenced reports, shall be repaired by the party failing to comply therewith.

4. Neighborhood Reinvestment Fee. This Neighborhood Reinvestment Fee is separate from the Eastridge Park PRUD Master Association Reinvestment Fee as outlined in the Master Declaration, which is levied by and paid to the master association. Upon initial acquisition of fee title of record to a Lot, and from subsequent Owner to Owner, the acquiring Owner of such Lot shall make the following contribution to the Neighborhood Association:

a. Initial acquisition from Declarant/Builder: The Neighborhood Reinvestment Fee shall be 0.125% of the total purchase price of the lot/home and all improvements made thereon in conjunction with the construction of the home.

b. Sale from subsequent Owner to Owner: The Neighborhood Reinvestment Fee shall be 0.25% of the total purchase price of the lot/home and all improvements made thereon.

Said Neighborhood Reinvestment Fee for the Cottages at Eastridge Park shall be (a) deposited by the Owner into the purchase and sale escrow and disbursed therefrom to the Neighborhood Association, and (b) in addition to, and not in lieu of, the \$450.00 Reinvestment


Fee outlined in the Master Declaration ("Master Reinvestment Fee"). Per the Master Declaration, this Master Reinvestment Fee is allocated evenly between the Master Association and the Neighborhood Association, after set-up expenses are paid. All other provisions from the CC&Rs, relating to reinvestment fees, remain the same. All reinvestment fees shall be amended from time to time as determined by the Board, per the Master Declaration.

5. Annexation. The Lots described as the Annexed Property are hereby annexed into the Subdivision as set forth in the Recitals and shall hereafter be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Third Supplemental Declaration.

6. General Restrictions and Requirements. All general restrictions and requirements of the Third Supplemental Declaration, the Supplemental Declaration, and the Master Declaration, as they may be amended, shall apply to the Annexed Property, without exception.

7. Conflict. If any provisions of this Third Supplemental Declaration conflict with any terms set forth in the Supplemental Declaration or Master Declaration, the terms of this Third Supplemental Declaration shall govern as to Phases 1D, 1E, and 1F respectively.

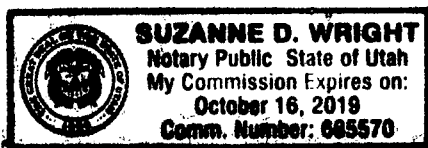
Adams Property, LLC
A Utah Limited Liability Company


By: 

Michael C. Flood
Its: Authorized Representative

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this this 15 day of June, 2018, personally appeared before me Michael C. Flood, who being by me duly sworn, did say that he is an Authorized Representative of Adams Property LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said representative duly acknowledged to me that said limited liability company approved the same.





Notary Public