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After Recording Return Original to:

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Kaysville, Utah 84037

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/21/2018 01:05 PM
FEE \$25.00 Pgs: 5
DEP RT REC'D FOR LAYTON CITY

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

For

D

EASTRIDGE PARK PRUD PHASE 3A,

A residential subdivision within Eastridge Park PRUD Master Community
in Davis County, Utah

10-323-0301 → 0308

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Eastridge Park PRUD Phase 3A, a residential subdivision within Eastridge Park PRUD Master Community (this "Supplemental Declaration") is made and executed as of the last date set forth in the notarized signature below, by Adams Property, LLC (the "Declarant").

RECITALS:

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

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

(C) This 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 3A

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 1,314.84 FEET; THENCE DEPARTING SAID WEST LINE WEST 202.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48° 10' 34" EAST 74.62 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHEASTERLY 30.40 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET WITH A CENTRAL ANGLE OF 07° 44' 31", CHORD BEARS NORTH 50° 24' 55" EAST 30.38 FEET; THENCE SOUTH 35° 42' 50" EAST 50.00 FEET; THENCE SOUTH 63° 37' 48" EAST 121.02 FEET; THENCE SOUTH 82° 08' 20" EAST 107.60 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PLAT MAP TITLED "EAST

LAYTON HILLS NO. 1", THENCE THE NEXT THREE (3) CALLS ALONG SAID NORTHWESTERLY BOUNDARY; (1) SOUTH 36° 56' 30" WEST 29.36 FEET; (2) SOUTH 29° 56' 30" WEST 207.44 FEET; (3) SOUTH 06° 34' 00" WEST 10.75 FEET; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY AND CONTINUING SOUTH 06° 34' 00" WEST 71.07 FEET; THENCE SOUTH 61° 50' 41" WEST 82.52 FEET; THENCE NORTH 41° 33' 47" WEST 255.62 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHWESTERLY 43.14 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET WITH A CENTRAL ANGLE OF 07° 36' 22", CHORD BEARS SOUTH 52° 14' 24" WEST 43.11 FEET; THENCE NORTH 33° 57' 25" WEST 50.00 FEET; THENCE NORTH 49° 35' 41" WEST 82.45 FEET; THENCE NORTH 44° 28' 18" EAST 164.21 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 22.81 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 469.00 FEET WITH A CENTRAL ANGLE OF 2° 47' 11", CHORD BEARS NORTH 44° 08' 07" WEST 22.81 FEET; THENCE NORTH 47° 15' 29" EAST 102.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 112,387 SQUARE FEET OR 2.58 ACRES.

Also known as Lots 301 through 308 of Eastridge Park PRUD Phase 3A.

(D) The Annexed Property is within Eastridge Park PRUD Master Community, and is subject to that certain 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 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 Lots 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 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 Area(s) are those areas that are depicted in the recorded Plat(s), as amended, and as described in the Master Declaration, if any.

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

(G) The Annexed Property is governed by the terms of this Supplemental Declaration, and the Master Declaration, the Articles of Incorporation and Bylaws for 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 Supplemental 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 Supplemental Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision. This Supplemental 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 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. Assessments. All covenants, conditions and requirements in the Master Declaration, as they may be amended, shall apply to the Annexed Property, except for the following:

(A) Regular Assessments. The Regular Assessment for the Annexed Property, assessed for the calendar year in which this Supplemental Declaration was recorded, is Fifteen Dollars (\$15.00) per month. Regular Assessments for the Annexed Property shall be amended from time to time as determined by the Board, per the Master Declaration.

(B) Reinvestment Fee. Upon acquisition of a fee title of record to a Lot from Declarant, and from subsequent Owner to Owner, the acquiring Owner of such Lot shall contribute to the Master Association an amount of Three Hundred Dollars (\$300.00) for such Lot, or as determined by the Board by resolution, not to exceed ½ of one percent of the sales price (or fair market value of the Lot if not acquired through sale). The Declarant Related Entities are exempt from paying any Reinvestment Fees. Such reinvestment fee shall be (a) deposited by the Owner into the purchase and sale escrow and disbursed therefrom to the Association, and (b) in addition to, and not in lieu of, annual Neighborhood Reinvestment Fees or Regular Assessments. The Reinvestment Fee shall be deposited with the Master Association, unless the Owner of the Lot is also a member of a Neighborhood Association, in which case the contribution will be deposited with the Neighborhood Association. Once set-up expenses are paid, the remaining balance of the Reinvestment Fee shall be split evenly between the Master Association and the Neighborhood Association. Set-up expenses are determined by contract with the HOA manager of the Master Association.

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 Supplemental Declaration.

6. General Restrictions and Requirements. All general restrictions and requirements of this 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 Supplemental Declaration conflict with any terms set forth in the Master Declaration, the terms of this Supplemental Declaration shall govern as to Phase 3A.

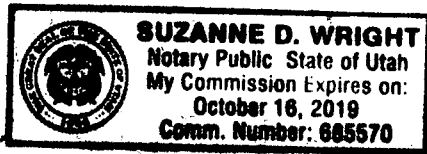
IN WITNESS WHEREOF, the undersigned have executed this instrument on this 15th day of June, 2018.

Adams Property, LLC
A Utah Limited Liability Company

By: *[Signature]*
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.



Suzanne D. Wright
Notary Public