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RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/09/2018 12:02 PM  
FEE \$26.00 Pgs: 4  
DEP RTT REC'D FOR FARMINGTON CITY

**DECLARATION OF PROTECTIVE COVENANTS  
OF**

**RICE FARMS ESTATES PHASE 7 PLANNED UNIT DEVELOPMENT (P.U.D.)**

07-330-0701 → 0710 \_\_\_\_\_ D

THIS DECLARATION OF PROTECTIVE COVENANTS (this "**Declaration**") is made and entered into as of August 9, 2018, by David Trimble ("**Declarant**").

RECITALS

WHEREAS, the Declarant owns real property located in the City of Farmington, County of Davis, Utah and as more specifically set forth on Exhibit A, attached hereto (the "**Property**").

WHEREAS, the Property is within a planned development subject to Farmington City Municipal Code (the "**Code**").

WHEREAS, in accordance with the Code, Declarant is required to subject the Property to protective covenants as set forth herein.

WHEREAS, for valuable consideration given, the Declarant desires to subject the Property to certain covenants, conditions and restrictions as set forth herein.

WHEREAS, Declarant has adopted this Declaration for the purpose of satisfying the requirements of the Code.

NOW, THEREFORE, the Declarant does hereby establish the this Declaration of Protective Covenants and does hereby declare that the Property, and all lots (current or future) within the Property, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, this Declaration of Protective Covenants which shall 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 portion thereof:

1. Approval of Building Plans. An architectural control committee shall approve plans for all buildings proposed for erection, placement, or alteration within the Property. All plans shall be submitted to the ACC (as defined below) in readable .pdf electronic format prior to construction, alteration, modification, or replacement of any improvements within the Property.

2. Architectural Control Committee. There shall be an Architectural Control Committee ("**ACC**") for the purpose of reviewing building plans submitted pursuant to Section 1

above. The ACC shall approve or deny such plans in writing within thirty (30) days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute an approval. Legacy Fields, LLC, a Utah limited liability company shall be the initial ACC. At any time, Legacy Fields may resign as the ACC and appoint up to three (3) owners of any portion of the Property. The ACC may, by majority vote, from time to time, remove or replace members of the ACC so long as there is always a minimum of one (1) member of the ACC. The ACC shall review all building plan applications for compliance and consistency with the building, land use, and other ordinances and regulations promulgated by Farmington City. The ACC may regulate the placement of signs, banners and similar displays within the Property. The ACC may establish design and maintenance criteria and modify the same at its sole discretion. All buildings, fences, and other improvements shall be constructed and maintained in accordance with the ACC's design and maintenance criteria. The ACC shall evaluate all such plans for compliance with the ACC's design and maintenance criteria. The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses reasonably associated with the ACC's review of the plans. The ACC shall have the right, but not the duty, to enforce compliance with the design criteria, including by means of fines levied or by legal action, in which case the ACC shall be entitled to recover the costs of enforcement, including reasonable attorney fees.

3. Covenants Run with the Land. The covenants and restrictions contained in this Agreement (whether affirmative or negative in nature): (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other real property interest in any portion of the Property at any time or from time to time; and (iii) shall be binding upon the parties successors and assigns.

4. Amendment; Modification. This Declaration may not be modified except with the consent of the Declarant and Farmington City and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Davis County, Utah.

5. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Davis County, Utah.

6. Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement of the Parties regarding the Restricted Uses, and supersedes any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the Parties regarding such public play that are not set forth herein or therein.

[SIGNATURES TO FOLLOW]

supersedes any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the Parties regarding such public play that are not set forth herein or therein.

IN WITNESS WHEREOF the Declarant has executed this Declaration of Protective Covenants effective as of the date first indicated above.

**DECLARANT:**

DAVID TRIMBLE

By: *David Trimble*

STATE OF UTAH)

:SS.

COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August 2018, by David Trimble

*Adam Allred*  
*[Signature]*

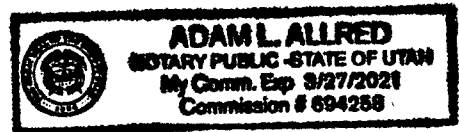
NOTARY PUBLIC

Residing at:

*125 W. 10600 S.  
Sandy UT 84070*

My Commission Expires:

*March 27, 2021*



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EXHIBIT A

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***RICE FARMS ESTATES PHASE 7  
PLANNED UNIT DEVELOPMENT (P.U.D)***

Beginning at a Southwest Corner of Rice Farms Estates Phase 6 Planned Unit Development (P.U.D.) – Farmington City, said point being North 0°26'10" West 575.81 feet along the quarter section line and East 1971.13 feet from the West Quarter Corner of Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian, and running; Thence South 89°46'31" East 145.66 feet along the south line of Rice Farms Estates Phase 6 Planned Unit Development (P.U.D.) – Farmington City; Thence North 69°58'16" East 85.89 feet along the south line of Rice Farms Estates Phase 6 Planned Unit Development (P.U.D.) – Farmington City; Thence South 87°29'41" East 141.74 feet along the south line to the Southeast Corner of 6 Rice Farms Estates Phase 6 Planned Unit Development (P.U.D.) – Farmington City, said point also being on the west line of Utah State Highway #106, (200 East Street); Thence South 0°35'02" West 1.49 feet along the west line of State Highway No. 106, (200 East Street); Thence South 34°35'54" East 18.37 feet along the west line of State Highway No. 106, (200 East Street); Thence South 0°13'14" East 92.43 feet along the west line of State Highway No. 106, (200 East Street); Thence South 1°20'54" East 159.93 feet along the west line of State Highway No. 106, (200 East Street); Thence North 89°43'00" East 3.23 feet along the west line of State Highway No. 106, (200 East Street); Thence South 0°55'00" West 32.50 feet along the west line of State Highway No. 106, (200 East Street) to the Northeast Corner of Lot 320 at platted on Country Hills of Farmington No. 3 Subdivision; Thence South 89°43'20" West 262.89 feet along the north line of Country Hills of Farmington No. 3 Subdivision to the Northeast Corner of Lot 303 as platted on Country Hills of Farmington No. 3 Subdivision; Thence North 0°13'32" East 0.56 feet to the point of beginning of a Boundary Line Agreement and Quit Claim recorded on September 26, 1990 as Entry no. 903470 in Book 1373 at Pages 161-163 of the records of Davis County; Thence North 85°50'15" West 30.79 feet along the line defined in the aforementioned Boundary Line Agreement; Thence North 88°33'50" West 35.71 feet along the line defined in the aforementioned Boundary Line Agreement; Thence North 89°23'27" West 44.57 feet along the line defined in the aforementioned Boundary Line Agreement to the west line of Lot 303 as platted on Country Hills of Farmington No. 3 Subdivision; Thence North 0°13'29" East 0.28 feet along the west line to the Northwest Corner of Lot 303 as platted on Country Hills of Farmington No. 3 Subdivision, also being the Northeast Corner of Country Hills of Farmington No. 2 Subdivision; Thence North 89°15'59" West 12.43 feet along the north line of Country Hills of Farmington No. 2 Subdivision; Thence North 0°13'29" East 275.43 feet to the point of beginning.

Contains 111,045 square feet, 2.549 acres.