

# MT. STERLING FARMS

a LifeStyle Homes Development

Err-1153000 Bk 1909 Pg 824  
 Date: 5-Aug-2016 09:15 AM Fee \$74.00  
 Cache County, UT  
 Michael Bleed, Rec. - Filed By SA  
 For MT STERLING FARMS

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by Solid Homes, Inc dba LifeStyle Homes, a Utah corporation, hereinafter referred to as "Declarant".

### *WITNESSETH:*

WHEREAS, the Declarant is and acts on behalf of the owners of the real property known as, or to be known as, the Mt. Sterling Farms, which is more particularly described in "Exhibit A" attached hereto and by this reference incorporated herein, hereinafter referred to as the "Entire Property"; and

WHEREAS, the Property consists of the land above described, together with certain residential buildings hereafter to be constructed upon the Property; and

WHEREAS, the Declarant has constructed, will construct or allow construction of the residential buildings and other improvements upon the Property in accordance with the plans and drawings set forth in the Record of Survey Map to be filed in the office of the County Recorder for Cache County, Utah; and

WHEREAS, the Declarant hopes to create in Mt. Sterling Farms a carefully planned community which will provide an attractive place to live. Declarant presently plans to organize within Mt. Sterling Farms a number of residential areas (each a "Project"). Other areas within or adjacent to Mt. Sterling Farms may be devoted to various recreational purposes, or to public or private parks and open space areas; and

WHEREAS, Declarant will provide leadership in organizing and administering Mt. Sterling Farms during the development period, but expects property owners in Mt. Sterling Farms to accept the responsibility for community administration by the time the development is complete;

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WHEREAS, one of the primary purposes of this Declaration is to provide for the ownership, maintenance and use of certain Community Open Space Parcels (defined below) that will be owned and operated by an owners association for the benefit of all properties now or later made subject to the Declaration. In addition, Projects made subject to this Declaration may be subject to Project Declarations which impose additional or different restrictions on the use of property within such Projects and may establish Project Open Space Parcels for the benefit of the owners within such Projects; and

WHEREAS, funds for the maintenance and development of Community Open Space Parcels and Community Facilities generally will be provided through assessments against those who purchase property within Mt. Sterling Farms, although to assist with the development of Mt. Sterling Farms, Declarant may from time to time itself provide some Improvements. For the protection of all Owners of property in Mt. Sterling Farms there will be a system designed to assure that each person who purchased property in Mt. Sterling Farms will pay an equitable share of the moneys necessary for the maintenance and development of the Community Open Space Parcels and the Community Facilities.

NOW, THEREFORE, Declarant hereby declares that the Entire Property described above shall be held, sold, conveyed, transferred, developed, leased, subleased, and occupied subject to the following covenants, conditions and restrictions which shall run with the Entire Property or any portion thereof and which are for the purpose of protecting the value and desirability of the Entire Property, and every portion thereof, and shall be binding upon all parties having any right, title, or interest in the Entire Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to the "MT. STERLING FARMS HOMEOWNERS ASSOCIATION", its successors and assigns. By filing this declaration with the County Recorder's office, the Association, along with its governing abilities, shall be in force with all authority and power as outlined herein.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the residential development. The Owners shall include the future owners of other parcels as shown in Exhibit "A".

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described on Exhibit A attached hereto and incorporated herein.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the residential development with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to all Owners currently affected herein and as have signed below and SOLID HOMES, Inc. dba LIFESTYLE HOMES, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Committee" shall mean and refer to the ARCHITECTURAL AND CONTROL COMMITTEE, appointed by the Declarant, of which at least three (3) members shall be owners, once the Association is formed. Any reference herein to the Committee shall, if said Committee is not selected, constitute a reference to the Board of Directors of Solid Homes, Inc. dba LifeStyle Homes, whether so expressed or not.

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Section 7. "Front Yard" shall mean and refer to the portion of a Lot immediately adjacent to the street and most visible therefrom. Any Lot where the location and acreage of the "Front Yard" may be difficult to ascertain shall be determined by the Committee. The Committee's determination of the "Front Yard" for an individual Lot shall be final.

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**ARTICLE II**  
**PROPERTY RIGHTS**

Section 1. Owners' Easement of Enjoyment. Common Easement Areas shall consist of two types: (i) easements reserved over land for signage and visual landscape features and (ii) land reserved for private roads and trail. Such areas are to be maintained by the Association and no changes in the use or improvement of those areas will be permitted without written authorization by the Management Committee of the Association. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Easement Areas. Unless the plat specifically indicates that a tract or parcel is a "Community Easement Area," the tract or parcel shall be deemed to be Project Common Area.

Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the Owners has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted by the Association, his right of enjoyment to the Common Area and facilities to a member of the owner's family, or owner's tenants, or contract purchasers who occupy the property.

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Section 3. Lot Creation; Declarant Limitation. There is no limitation on the number of Lots or Living Units which Declarant may create or annex to Mt. Sterling Farms, except as may be established by applicable ordinances of Cache County. Similarly, there is no limitation on the

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right of Declarant to annex common property, except a may be established by Cache County. Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant's right to add additional Improvements.

Section 4. Withdrawal of Property. Subject to such Cache County approvals, as may be required by Cache County ordinances or any development agreement entered into between the Declarant and the County applicable to Mt. Sterling Farms, Declarant may withdraw property from Mt. Sterling Farms only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of the Initial Property or any Additional Property annexed pursuant to a declaration at any time prior to the sale of the first Lot in the respective plat of the Initial Property, or in the case of Additional Property, prior to the sale of the first Lot in the property annexed by the supplemental declaration. Such withdrawal shall be by a declaration executed by Declarant and recorded in the deed records of Cache County, Utah. If a portion of the Property is so withdrawn, all voting rights otherwise allocation to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the Property as described above.

Section 5. Consolidation of Lots. The Owner of two adjoining Lots, with the approval of Cache County and subject to any applicable Cache County ordinances, may elect to consolidate such Lots into one Lot. The consolidation shall be effected by the Owner's recording in the deed records at Cache County, Utah, a declaration stating that the two Lots are consolidated and such other documents as are required by applicable ordinance, which declaration shall include a written consent executed on behalf of Cache County. Thereafter, the consolidated Lots shall constitute one Lot for all purposes of this Declaration, including voting rights and assessments. Once so consolidated, the consolidated Lot may not thereafter be partitioned nor may the consolidation be revoke without the prior approval of Cache County.

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**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. Voting Rights: All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Annexed Lots. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth herein. (Prior to annexation, proposed Lots shown on the Conceptual Site Plan Approval for Mt. Sterling Farms shall be counted for calculating the voting rights of the Class B member.)

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and current Lot Owners, for each Lot owned within the Properties, hereby covenant, and each future Lot Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be

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used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be set first by the Declarant and recorded in the Association's minutes. Thereafter, the annual assessment shall be governed as follows:

- (a) From and after January 1 of the year immediately following the recording of this document, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual

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assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Declarant shall not have to pay any assessments on any Lots or Properties it owns until a Dwelling Unit on said Lot is completed and a permit of occupancy has been issued to a subsequent purchaser.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Recapitalization Fee. In every instance when title to a Lot is transferred, a fee of five hundred and twenty-five dollars (\$525) shall be assessed the grantee of said title transfer. Said fee shall be used as a recapitalization fee for the Association's use. A one-time transfer of title from an individual(s) to a family or individual trust shall be exempt from the



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recapitalization fee. Pursuant to Section 5, the recapitalization fee may be altered by a vote of the Association.

**ARTICLE V**  
***SPECIFIC STANDARDS AND RESTRICTIONS ON USE***

Section 1. Entire Property: Each Lot shall be developed pursuant to a permit issued by Cache County and with approval of the Association. No portion of the Entire Property may be occupied by any use that is in violation of applicable ordinances, laws, and regulations of any governmental entity having jurisdiction over the use of any portion of the Entire Property.

Section 2. Partial Prohibition: No portion of the Entire Property shall be used for activities other than those related to Mt. Sterling Farms. The type and location of all uses shall be approved by the Association.

Section 3. Performance Standards: No Lot or Improvement shall be used for any offensive business purpose, nor for any activity which does not comply with federal, state, and local laws and regulations regarding noise, odor, air quality, water quality, waste water discharge, electrical interference, and hazardous materials. Lot Owners shall maintain good housekeeping standards, keeping Lots free of rubble and trash. Lot Owners shall not store, maintain or keep fire hazards, explosives or dangerous materials within the Park.

Section 4. Insurance: All Owners, and/or their tenants, shall maintain property (homeowners) insurance and/or general liability insurance.

Section 5. Residential Use. Residential Lots shall only be used for residential purposes. Except with the consent of the Committee, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Residential Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, (b) the right of Declarant or any contractor or homebuilder to construct Living Unit as a sales or rental office or model home or apartment for

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purposed of sales or rental in Mt. Sterling Farms, and (c) the right of the Owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, client foregoing to the contrary notwithstanding, an Owner or the Owner's contractor may, during the period of construction as specified herein, place and maintain upon a Lot no more than one (1) dumpster and one (1) portable toilet facility.

Section 6. Vehicle and RV Parking: No automobiles, trailers, boats or other vehicles are to be stored on streets of front and side lots unless they are in working condition, properly licensed, and are being regularly used. No vehicle or RV shall be permitted to be parked on any street within Mt. Sterling Farms between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning. No large vehicle (semi-tractor trailers or buses) shall be parked within the streets of Mt. Sterling Farms at any time. All RV storage shall be on the side or rear of homes and concealed from front of street.

Section 7. Animals: The following are restrictions related to domestic, agricultural and wild animals:

**(a) Household Pets.** No more than three (3) household pets shall be kept on any Lot, provided that at no time shall more than two (2) dogs be kept on any Lot. Pets may not be allowed to run at large in Mt. Sterling Farms and must be kept under the direct and immediate control and supervision of the Owner, or when not under such controlled supervision, must be kept restrained on the Owner's Lot.

**(b) Livestock.** Despite any provision of the Cache County Ordinances that allows large animals to be kept on real property, the keeping of horses, farm animals, or livestock shall not be allowed in any area of Mt. Sterling Farms. No animals or fowl of any description which are a nuisance or an annoyance shall be allowed to remain in Mt. Sterling Farms for any purpose.

**(c) Wildlife.** The hunting, capture, containment, and harassment of wildlife within the Mt. Sterling Farms are prohibited. Wildlife that becomes a nuisance is to be managed through measure recommended by the Association or authorized state wildlife management agency. Irrigated and maintained landscape areas surrounding on each Lot should be landscaped with plants and materials that are unpalatable to big game and rodents. The feeding of game animals is strictly prohibited.

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Section 8. Maintenance of Lots: Buildings, outbuildings, landscaping and other improvements shall be continuously maintained to preserve a well maintained appearance. If the appearance of a Lot falls below reasonable levels, the Association, or its successor, shall notify the Owner of a Lot in writing and the Owner shall have thirty (30) days after receipt of such notice to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Association, or its successor, may order the necessary work done at the expense of the Owner of the Lot. Lots that are held in ownership but not occupied are subject to the same maintenance conditions.

Section 9. Preservation of Views: The Association shall review the planting and growth of trees on Lots in order to prevent one Lot owner or occupant from planting trees, or allowing trees to grow, so as to significantly and substantially impair the view from the other lots. The lot owner or his occupant shall abide by any written decision or order of the Association to cut back and remove trees or other plants that are found to impair the view from other lots. If the lot owner refuses to comply with the directions of said Association, the Association has power to perform said requests and charge the total to the Owner, plus the labor and time costs of completing said work.

**ARTICLE VI**  
**ARCHITECTURAL AND DEVELOPMENT CONTROLS**

Section 1. Architectural and Development Control Committee: The Association shall appoint a three (3) member Architectural and Development Control Committee, herein referred to as the “Committee”, the function of which shall be to ensure that all improvements on the Entire Property harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration or as contained in any Development Guidelines established by the Committee.

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Section 2. Submission to Committee: No Improvement shall be constructed and no significant alteration of any Improvement situated on a Lot shall be performed, unless complete plans and specifications therefore have first been submitted to and approved in writing by the

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Committee, which approval shall not be unreasonably refused.

Section 3. Approval Procedure: Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted; provided, however, that with respect to any such material which constitutes a variation or waiver of any of the requirements in this Declaration stated, such variation or waiver shall be deemed to have been refused. Approval by the Committee shall be in addition to, and shall not supercede compliance with all Association requirements involving, but not limited to, the conditional use permit controlling the development of the Lot.

Section 4. Standards: In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Entire Property conform to and harmonize with the requirements and restrictions of this Declaration.

Section 5. Development Guidelines:

- (a) The Committee shall adopt such Development Guidelines as it deems necessary to inform owners and interested parties of the standards which will be applied in approving or disapproving proposed construction.
- (b) Such guidelines may amplify but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Lots within the Entire Property provided, however, that such Owners may modify such guidelines with written exception from the Committee.
- (c) Such guidelines shall specifically state the rules and regulations of the Committee with respect to the submission of plans and specifications for approval, time or times within which such plans and specifications must be submitted, and state such other rules, regulations, and policies which the Committee will consider in approving or disapproving proposed construction of or alteration to Improvements.

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Section 6. Basis for Approval: Review and approval by the Committee must be based upon the standards set forth in this Declaration and in the Development Guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and

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impact upon neighboring Lots, the Entire Property, and the surrounding residential neighborhoods.

Section 7. No liability for damages: The Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any requirement made pursuant to this Article.

Section 8. Declarant's Obligation: Declarant and existing owners hereby covenant in favor of each Owner and future Owners that all Improvements erected by it shall be architecturally compatible with respect to one another, with this Declaration, and with the Development Guidelines.

Section 9. Architectural Review: No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, Shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Committee.

**ARTICLE VII  
IMPROVEMENTS**

Improvements on Lots shall be constructed strictly in accordance with the following restrictions and requirements:

Section 1. Construction of Improvements: Temporary Structures: No temporary building or other temporary structure shall be permitted on any Lot; provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Lots, and shall be removed no later than the date of the issuance of an occupancy permit for the Building in connection with which the temporary structure was used.

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Section 2. Location of Buildings: Setbacks: Buildings on all Lots shall in accordance with Cache County Ordinance and Association guidelines and standards.

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Section 3. Building Standards: Buildings shall be constructed according to the following standards and guidelines:

- (a) Materials: All structures must be finished on all sides with materials approved by the Committee.
- (b) Colors: All buildings shall be finished in colors that are approved by the Committee.
- (c) Height: Building height is restricted to a maximum set by the Committee.
- (d) Outside Storage: If allowed by the Committee, all storage and storage activities outside of the main buildings, except loading and unloading, shall be conducted within a building or enclosure constructed with the same exterior finish as the main building. The design of all storage buildings and enclosures shall be approved by the Committee.

Section 4. Parking Areas: Parking Areas shall be constructed and maintained by the Owner as follows:

- (a) Parking Surfaces: All parking spaces, parking areas and driveways must be constructed in accordance with standards established by the Association.
- (b) Parking Setbacks: All parking areas shall be set back a certain number of feet from all dedicated public streets, in accordance with Cache County ordinance and standards set by the Committee.
- (c) Overnight Parking: No overnight parking on the driveway is allowed.
- (d) Parking Requirements: Parking requirements may be modified by the Committee in its judgment and discretion.

Section 5. Site Landscaping:

- (a) The landscaping of each Lot's Front Yard shall be completed by the Association.
- (b) Landscaping and lighting plans for the non Front Yard portion of the Lot shall be submitted to the Committee for approval as a part of the site plan.
- (c) Landscaping Completion. All site landscaping requirements shall be completed within ninety (90) days of completion of the building construction. However, this requirement may be varied by the Committee. In connection therewith, said landscaping shall be consistent with other landscaping in the Project. Owners shall not construct build or otherwise erect any fencing, regardless of the nature thereof, on, in or around the front yard of the Lot. The Association shall have the authority to remove the same. Furthermore, each Lot, including improvements thereon, shall be maintained by the Owner in an attractive condition. In the event an Owner of any Lot in the Properties shall fail to perform such landscaping or to maintain the premises in the

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improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approved by Two-Thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to landscape, repair, maintain and restore the Lot and the exterior of the Buildings and any other Improvements erected thereon, the costs of such landscaping and exterior maintenance shall be added to and become part of the individual Assessment to which such Lot is subject. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or Resident in, on or about the Common Areas without prior written consent of the Committee. The Committee may alter or remove any objects which create, in the opinion of the Committee, a dangerous or potentially dangerous condition, or have been planted or placed in a manner which violates this subsections.

- (d) Maintenance of Lot. Each Lot's Front Yard shall be maintained exclusively by the Association. In the event the Owner would like the Association to maintain other portions of Owner's Lot, Owner shall contract directly with the Association for such service. Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well-kept appearance. If the appearance of a Lot falls below reasonable levels, the Committee, or other committee appointed by Lot Owners as provided for below, shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter to restore the property to an acceptable level of maintenance. Should the Owner fail to do so, the Committee or the other committee may order the necessary work performed at the Owner's expense. No rubbish shall be stored or allowed to accumulate on Lots. Personal property of the Lot Owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty (30) days, unless repairs occur. No excavation for stone, gravel or earth shall be made on Lots, unless such excavation is made in connection with the erection of a building or structure thereon and approved by the Committee.

Section 6. Maintenance: Buildings, Landscaping, and other improvements shall be continuously maintained by Lot Owners so as to preserve a well kept appearance (e.g., free of weeds and trash). If the Committee is not satisfied with the level of maintenance on a Lot, it shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Committee. If in the Committee's opinion, the Owner has failed to bring the Lot to any acceptable standard within such thirty (30) day period, the Committee may order the necessary work performed on the Lot at the Owner's

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expense. Failure to properly maintain improvements and landscaping shall be adequate grounds assessment of fines in order to pay for costs of landscaping and maintenance.

Section 7. Utility Connections: All utility lines, connections and installations must be underground and rise within a building or fixture. Any external transformers, meters, or similar fixtures shall be installed with the approval of the Committee, and should be installed below ground level or shall be located no more than three (3) feet from a building, must be installed no more than three (3) feet above ground level and must be screened.

Section 8. Mechanical Equipment: All mechanical equipment incidental to any building, including roof mounted mechanical equipment, shall be totally enclosed or screened so as to be an integral part of the architectural design of the building to which it is attached or related unless otherwise approved by the Committee.

Section 9. Snow Removal: The Association will be exclusively responsible for removal of snow within the Common Areas and roadways.

Section 10. Tree Removal: No Owner or contractor or agent of any Owner or contractor shall remove any of the existing trees from any Lot (other than trees in which the Committee has allowed to be removed in connection with the approval of an Owner's plans and specifications.) In the event that an Owner, or contractor or agent of any Owner or contractor shall remove any tree from a Lot without first obtaining the written consent of the Committee, the Association shall be entitled to require the Owner to replace any and all trees removed with the same species, age, and height of tree or trees as the tree or trees removed, which remedy shall be in addition to all other rights and remedies of the Association as set forth in this Declaration.

Section 11. Energy Conservation Equipment. No solar energy panels or other energy conservation equipment or attendant hardware shall be constructed or installed on a Lot without the prior written consent of the Committee.

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**ARTICLE VIII  
GENERAL PROVISIONS**

Section 1. Severability. If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.


Section 2. Topical Headings and Conflict. The Headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph of this Declaration of any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah shall be deemed to control.

Section 3. Modification and Amendment. Any modification of or amendment to this Declaration shall become effective upon majority vote by all Lot Owners.

Section 4. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Cache County, Utah.

**DATED** this \_\_\_\_ day of November, 2014.

By:

  
\_\_\_\_\_  
TRENT CRAGUN,  
President, SOLID HOMES, INC.,  
dba LIFESTYLE HOMES

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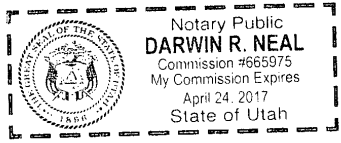
Mt. Sterling Farms – Declaration of Covenants, Conditions and Restrictions

**ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  :SS  
COUNTY OF CACHE        )

On this 6 day of <sup>July, 2016</sup> ~~November 2014~~, personally appeared before me TRENT CRAGUN, President SOLID HOMES, Inc. dba LIFESTYLE HOMES who being by me duly sworn, and that the said instrument was signed by with proper authority of behalf of said corporation.

\_\_\_\_\_  
Notary Public



Mt. Sterling Farms – Declaration of Covenants, Conditions and Restrictions

**Exhibit "A"**

8/3/2016

LandLight: Parcel Tax Roll Report

"Exhibit A" to the Mt. Sterling Farms Declaration of Covenants, Conditions and Restrictions

**Cache County  
Tax Roll Report  
Parcel Number: 01-058-0006**

<b>Taxpayer Name &amp; Address</b> Parcel: <u>01-058-0006</u> Entry: <u>1117639</u> Name: <u>LSH DEVELOPMENT LLC,</u> Address 1: <u>45 N MAIN STE 101</u> City, State, Zip: <u>LOGAN , UT 84321</u> District: <u>003 HYRUM CITY</u>		<b>Owners</b> 1. <u>LSH DEVELOPMENT LLC,</u> <u>1117639</u> (1831/1854 )			
<b>Property Address</b> Property Address: Property City: Tax Rate: 0.011729					
<b>Property Information</b>					
		----- 2016 -----		----- 2015 -----	
	ACRES	MARKET	TAXABLE	MARKET	TAXABLE
	LV - LAND VACANT	26.63	266,300	266,300	337,300
	TOTALS	26.63	266,300	266,300	337,300
<b>Building &amp; Tax Information</b>					
	Square Footage:	0	2015 Taxes:	\$4,125.85	
	Year Built:	0	2016 Taxes:	\$3,249.13	
	Building Type:		Special Tax:	\$0.00	
			Abatements:	\$0.00	
			Payments:	\$0.00	
			Balance Due:	\$3,249.13	
<b>Parcel History</b>					
REM 7/94-0004; BNDRY LN W/0004 11/06; SEG TO 01-058-0046 2/07; PT ANNEXED TO HYRUM REM TO 0005 9/07; REM 10/09-0047; REM 2/10-0048; REM 2/10 01-147-0000,0024,0025; CHG DESC 10/14; REM 4/15 01-149 PH 1;					
<b>Legal Description</b>					
----- 2016 -----					
LOT 2 SILVER WILLOW SUBDIVISION LESS: THAT PT OF LOT 2 SILVER WILLOW SUBD LYING WEST OF WELLSVILLE EAST FIELD CANAL (PT 0005) LESS: SILVER WILLOW RETIREMENT COMMUNITY (01-147) LESS: MT STERLING FARMS PUD PH 1 (01-149) NET 26.63 AC M#B					
Ent-1153000 Bk 1909 Pg 842 ** No Greenbelt Information ** ** No Back Tax Owina **					

**BY-LAWS**  
**OF**  
**MOUNT STERLING FARMS HOMEOWNERS'**  
**ASSOCIATION**

ARTICLE I

MOUNT STERLING FARMS HOMEOWNERS' ASSOCIATION, HYRUM UT.

The name of the non-profit corporation is MOUNT STERLING FARMS HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 45 North Main Street, Suite 101, Logan, Utah 84321, but meetings of members and directors may be held at such places within the State of Utah, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to MOUNT STERLING FARMS HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Trent Cragun, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of Cache County Recorder.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the

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members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members, entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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## ARTICLE IV

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2 Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation - any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred to the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or email approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Expansion of Board. The initial board shall be managed by three (3) officers. However, upon conveyance, by Declarant, of all but fifteen (15) of the lots possessed by her as of February 3, 2015, the board shall expand to include two (2) additional members, raising the total to five (5) members of the Board of Directors. The election of the

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two (2) additional members shall occur at the meeting, special or annual, following the last conveyance of a lot, by Declarant, which leave Declarant with no more than fifteen (15) total lots. The election shall be subject to Article V herein, and the terms of the additional members shall be for a term of one (1) year and two (2) years respectively.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for electing to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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## ARTICLE VI

## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and

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hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner

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personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the

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affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. the offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except I the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officer are as follows;

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep property books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEE

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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## ARTICLE X

## BOOKS AND RECORDS

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

## ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of abandonment of his Lot.

## ARTICLE XII

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## AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the

members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

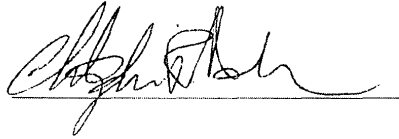
#### ARTICLE XIII

#### MISCELLANEOUS

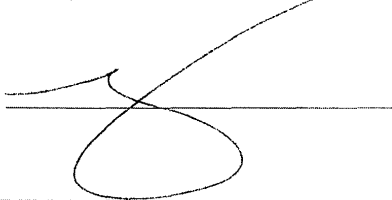
The fiscal year of the Association shall begin on the first day of July and end on the 30<sup>th</sup> day of June of every year, except that the first fiscal year shall begin on the date of Incorporation.

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IN WITNESS WHEREOF, we, being all of the directors of the MOUNT STERLING  
FAMRS HOMEOWNERS' ASSOCIATION, have hereunto set our hands this 13 day of  
February, 2015.



Natami NASH



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the MOUNT STERLING  
FAMRS HOMEOWNERS' ASSOCIATION, a Utah non profit corporation, and, that the  
foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a  
meeting of the Board of Directors hereof, held on the 13 day of February, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name ~~and affixed the seal~~  
~~of said Association~~ this 13 day of February, 2015.

NATAMI NASH  
Secretary

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH )  
SS  
County of Cache )

On the 13 day of February A.D. 2015 personally appeared before me

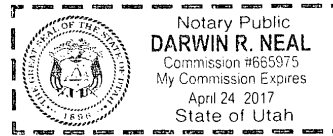
CHRIS ANDERSON, TRENT CRAGUN, NATALIE NESBIT

the signers of the within instrument, who duly acknowledged to me that they executed the same.

Commission expires: 04/24/2017  
Residing in: Logan, UT



Notary Public



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