

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

## AMENDMENT TO MT. STERLING FARMS CC&RS

Ent 1201265 Bk 2032 Pg 862  
Date: 7-Aug-2018 11:00 AM Fee \$12.00  
Cache County, UT  
Michael Glead, Rec. - Filed By SA  
For LIFESTYLE HOMES

**Amendment to Article VII, Section 5 now reads:**

Section 5. Site Landscaping:

- (a) The landscaping of each Lot's Front Yard shall be completed by the Owner.
- (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 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 subsection.

Maintenance of Lot. The entirety of each Lot's yard shall be maintained by the Owner. Owner may hire a private landscaping service to maintain any portion of Owner's Lot. Buildings, outbuildings, fences, landscaping and other improvements shall be continually 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.

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

**APPROVAL OF AMENDED AND RESTATED DECLARATION**

We, the Board of Directors of the MT. STERLING FARMS Homeowners Association have approved and executed this Amended and Restated Declaration to the CCRs on the 7<sup>th</sup> day of August, 2018, at Logan, Utah. The vote of the members of the HOA was a majority to make said amendment.

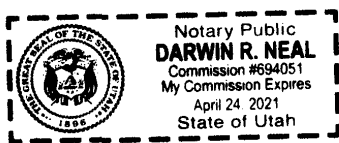
DATED this 7<sup>th</sup> day of August, 2018.

By: [Signature]  
TRENT CRAGUN,  
President, Mt. Sterling Farms HOA

**ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  :ss  
COUNTY OF CACHE        )

On this 7 day of August 2018, personally appeared before me TRENT CRAGUN, President, Mt. Sterling Farms, HOA who being by me duly sworn, and that the said instrument was signed by with proper authority of behalf of said corporation.



[Signature]  
Notary Public

Ent 1201265 Bk 2032 Pg 863

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: 01-058-0006 Entry: 1117639 Name: LSH DEVELOPMENT LLC. Address 1: 45 N MAIN STE 101 City, State: LOGAN, UT 84321 Zip: District: 003 HYRUM CITY		<b>Owners</b> 1 LSH DEVELOPMENT LLC. 1117639 (1831/1854)	
<b>Property Address</b> Property Address: Property City: Tax Rate: 0.011729		Ent 1198437 Bk 2025 Pg 1597	
<b>Property Information</b>			
		----- 2016 -----	----- 2015 -----
	ACRES	MARKET	TAXABLE
		MARKET	TAXABLE
LV - LAND	26.63	266,300	266,300
VACANT			
TOTALS	26.63	266,300	266,300
		337,300	337,300
		337,300	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 -----	Ent-1153000 Bk 1909 Pg 842
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 PUB PH 1 (01-149) NET 26.63 AC M/W			
** No Greenbelt Information **			
** No Back Tax Owino **			