

**THIS INSTRUMENT IS BEING
RECORDED BY
HICKMAN LAND TITLE COMPANY,
AS AN ACCOMMODATION
FOR LifeStyle.**

Ent 1244478 Bk 2139 Pg 0824
Date 22-Apr-2020 04:26PM Fee \$92.00
Michael Gleed, Rec. - Filed By SA
Cache County, UT
For HICKMAN LAND TITLE LOGAN
Electronically Submitted by Simplifile

MT. STERLING FARMS

a LifeStyle Homes Development

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration is made on the date hereinafter set forth by the Mt. Sterling Farms Homeowner's Association, a Utah corporation, hereinafter referred to as "Declarant". This Amended and Restated Declaration supersedes and replaces the prior Declaration of Covenants, Conditions, and Restrictions approved on the ___ day of _____, 2020, and was approved by a majority vote of the members of the Mt. Sterling Farms Homeowners' Association on the 3rd day of April, 2020.

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

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

Farms to accept the responsibility for community administration by the time the development is complete;

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 owner's 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.

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

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.

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.

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

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.

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 right of Declarant to annex common property, except a may be established by Cache County.

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

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.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot that is subject to assessment shall be a member of the

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

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.

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

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

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 assessments provided for herein shall commence as to all Lots on the 1st day of January, 2016. 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

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

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.

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

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

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 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

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

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.

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

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

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.

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 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

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

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 ensure 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.

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 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

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

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.

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

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

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

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) 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 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.
- (d) 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

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

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.

- (e) Disposal of Materials and Yard Waste. Materials and yard waste shall only be disposed of in designated areas, and disposal of materials and/or yard waste within twenty-five (25) feet of the canal that flows through and near the Mt. Sterling Farms Subdivision is strictly prohibited. Any person found disposing of materials and/or yard waste within twenty-five (25) feet of the canal that flows through and near the Mt. Sterling Farms Subdivision shall be subject to financial penalty.
- (f) Lots Adjacent to the Canal. Those lots in phases III and V of the Mt. Sterling Farms Subdivision that have property lines adjacent to the canal, shall be prohibited from planting any vegetation, constructing any flammable structure, and/or storing any flammable object within five (5) feet of the property line that is adjacent to the canal. Said prohibition is enacted because the canal company, as a part of canal maintenance, shall periodically conduct controlled burns of the canal bank, and such vegetation, structures, and/or other flammable objects are a hazard.

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 expense. Failure to properly maintain improvements and landscaping shall be adequate grounds

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

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.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Severability. If any provision, paragraph, sentence, clause, phrase, or word of

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

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.

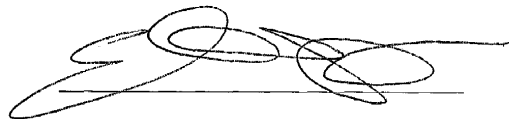
Section 4. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Cache County, Utah.

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 3rd day of April, 2020, at Hyrum, Utah. The vote of the members of the HOA was a majority to make said amendment.

DATED this 10 day of April, 2020.



By: _____
President, Mt. Sterling Farms HOA

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

On this 10 day of April 2020, personally appeared before me Elizabeth Larchar, 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.

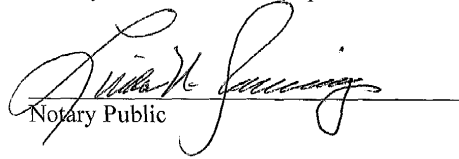
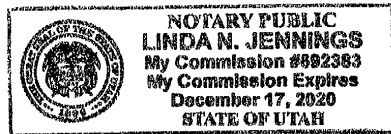

Notary Public

EXHIBIT "A"

All Lots located in Mt. Sterling Farms, P.U.D., Phase 1, according to the official plat of said subdivision filed April 8, 2015 as Entry No. 1123196, on file and of record in the office of the Recorder of Cache County, Utah.

Tax Roll No.'s: 01-149-0001 through 0021

All Lots located in Mt. Sterling Farms P.U.D., Phase 2, according to the official plat of said subdivision filed November 27, 2018 as Entry No. 1208620, on file and of record in the office of the Recorder of Cache County, Utah.

Tax Roll No.'s: 01-149-0049 through 0061 and 0081

Lot 2, SILVER WILLOW SUBDIVISION, as shown by the official plat thereof, filed February 6, 2007, as Filing No. 936490, in the office of the Recorder of Cache County, Utah.

Less and Excepting therefrom that part of Lot 2, Silver Willow Subdivision, lying West of the Wellsville East Field Canal.

Also Less and Excepting therefrom all of SILVER WILLOW RETIREMENT COMMUNITY PUD being described as follows: Part of the Northeast Quarter of Section 6, Township 10 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows: Commencing at the Southeast Corner of Section 6, Township 10 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a Cache County Brass Cap; thence North 00°16'54" East 4025.56 feet to the Southeast corner of Little Bear Creek Estates, Phase 1 recorded May 28, 2002 under Entry No. 789111 monumented with a Reeves Cap; thence North 89°49'15" West 36.28 feet along the South line of said Little Bear Creek Estates, Phase 1 to the point of beginning and running thence South 00°24'29" East 424.02 feet; thence North 89°49'15" West 619.01 feet; thence South 48°34'11" West 34.00 feet; thence Northerly a distance of 108.89 feet along a non tangent curve to the right having a radius of 150.00 feet (Center bears North 48°34'11" East), a central angle of 41°35'41" and a chord that bears North 20°37'59" West 106.52 feet; thence N00°09'52" East 27.37 feet; thence South 89°48'38" East 34.00 feet to the East right-of-way line of 675 West Street; thence along said right-of-way North 00°09'52" East 319.65 feet (North 00°09'52" East 320 feet, by record) to the South line of said Little Bear Creek Estates, Phase 1; thence along said South line South 89°49'15" East 644.02 feet (South 89°50'08" East, by record) to the point of beginning.

Tax Roll No. 01-058-0006