

When Recorded, Return to:

JDH Development, LLC
1850 North 1450 West
Lehi, UT 84043
Attn: Jason Rickards.

ENT 188099:2020 PG 1 of 12
Jeffery Smith
Utah County Recorder
2020 Nov 25 02:34 PM FEE 44.00 BY MG
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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GENOLA FARMS**

This Declaration of Covenants, Conditions, and Restrictions for GENOLA FARMS, ("**Declaration**") is made and executed as of November 10, 2020, by JDH Development, LLC ("**Declarant**").

RECITALS

Declarant owns certain real property located in Utah County, Utah, a legal description of which is attached as

A. Exhibit A to this Declaration ("**Property**").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Development.

DECLARATION

Declarant hereby declares that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the Property and will be binding upon, and will inure to the benefit of, all parties having or acquiring any right, title, or interest in or to the Property or any part thereof.

1. Definitions.

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 **Additional Property.** Any land, whether or not owned by Declarant, which is made subject to this Declaration as provided in Section 5.1.

1.2 **Applicant.** Any Owner seeking to construct improvements on its Lot who submits an Application to the Committee.

1.3 **Application.** Defined in Section 2.3.

1.4 **City.** Genola City, Utah.

1.5 **Committee.** The Architectural Control Committee authorized pursuant to paragraph 2.2.

1.6 **County.** Utah County, Utah.

1.7 **Declarant.** JDH Development, LLC, and its successors and assigns if such successor or assignee acquires all of Declarant's interest in the Property (or less than all of Declarant's interest in the Property if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration).

1.8 **Declarant Control Period.** The period beginning on the date this Declaration is recorded and ending 60 days after Declarant elects in writing to terminate the Declarant Control Period.

1.9 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Genola Farms Subdivision.

1.10 **Development.** Genola Farms Subdivision.

1.11 **Guest.** Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a period of time.

1.12 **Lot.** Each of Lots as depicted on the Plat.

1.13 **Owner.** Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.14 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.15 **Plat(s).** Genola Farms, Plat A Subdivision recorded November 20, 2020, in the official records of the Utah County Recorder. *Entry # 184403 - 2020*

1.16 **Property.** Real property described in Exhibit A.

1.17 **Residence.** A building located upon a Lot and designated for separate residential occupancy, including a house.

1.18 **State.** Utah.

1.19 **Tenant.** Any Person who is leasing or renting a Residence or Lot.

1.20 **Term.** This Declaration shall expire 20 years after the last Lots are annexed into the Development.

2. Architectural Control Committee

2.1 **General.** All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect or designer.

2.2 **Composition of Committee.** During the Declarant Control Period, Declarant (or its authorized designee(s)) will serve as the Committee. Upon the expiration of the Declarant Control Period, the Committee shall be dissolved, and Committee approval shall no longer be required, but all improvements shall still conform to the provisions of this Declaration.

2.3 **Application.** Any Owner seeking to construct improvements must submit an Application to the Committee for review. The required Application shall include:

(a) plot plans to scale showing the entire site, the Residence and accessory structures, garages, walks, drives, fences, lights, and retaining walls.

(b) detailed floor plans showing dimensions and measurements.

(c) detailed elevations showing existing and finished grades and contours including those at the outside corners of the Residence and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.

(d) complete descriptions of color and materials for the exterior surface of the Residence.

(e) detailed sections, cross and longitudinal.

(f) details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

(g) such additional information as may be reasonably necessary to consider any Application.

The Committee may waive certain Application requirements depending on the nature of the proposed improvements.

2.4 **Standard.** The Committee may approve or disapprove any Application in its sole discretion and for purely aesthetic reasons.

2.5 **Approval Procedure.** The Committee will make a determination to approve or disapprove each Application within 45 days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within five days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within 45 days after receipt of the completed application, the application will be deemed to have been denied.

2.6 **Assistance.** The Committee may retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the

State, to advise and assist the Committee in reviewing an Application.

2.7 Fees. The Committee may charge a \$250 fee for reviewing an Application ("Review Fee") and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals, whom the Committee may employ as it deems necessary to perform the review. The Committee may also require an Applicant to submit a deposit ("Deposit") of not more than \$1,000, to ensure that the Applicant (a) keeps its Lot in a condition so as to prevent the rubbish and debris that accumulate during the construction or landscaping process from blowing or collecting on neighboring Lots and streets; (b) reasonably cleans up its Lot at or near the completion of the construction or landscaping process; (c) repairs any damage to the Property caused by the construction or landscaping process; and (d) otherwise complies in all respects with the provisions of this Declaration. The Committee may require that an Applicant pay the Deposit before beginning construction of the improvements or at any time during the construction period. Upon satisfactory completion of the construction of the improvements, the Committee will return the balance of the Deposit to the Applicant. The Committee may change the amount of the Review Fee or the Deposit at any time to cover increasing costs.

2.8 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members

2.9 Liability. No Committee member will be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith

2.10 Nonwaiver. Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

2.11 Effective Period of Consent. The Committee's consent to any Application will automatically be revoked one year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

2.12 Architectural Control Committee Certificate of Compliance. Within 30 days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee will provide such Owner with an Certificate of Compliance, which is attached as Exhibit B, executed by a member of the Committee, certifying with respect to any Lot owned by the Owner that as of the date of the certificate, either: (a) all improvements located on the Lot comply with this Declaration, or (b) certain improvements do not comply with this Declaration, in which event the certificate will also identify the noncomplying improvements and specify the nature of the noncompliance. Any purchaser of the Owner's Lot and any mortgagee or other lienholder will be entitled to rely on the Certificate of Compliance, which will be conclusive as between the Owner, the Committee, and such purchaser, mortgagee, or other lienholder.

3. Covenants, Conditions, and Restrictions.

3.1 Further Subdivision, Lot Line Adjustments, Property Restrictions, Rezoning. No Lot may be further subdivided or otherwise separated into smaller parcels by any Owner, and no portion less than all of any Lot, nor will any easement or other interest therein, be conveyed or transferred by any Owner without the approval of the Committee. Lot line adjustments are prohibited without the approval of the Committee and all Owners of the affected Lots. No further covenants, conditions, restrictions, or easements will be recorded by any Owner or other Person against any Lot without the approval of the Committee. No application for rezoning of any Lot and no applications for variances or use permits will be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.2 Permitted Use.

(a) **Residential Use.** The Lots will be used for single-family residential purposes only.

(b) **Leases.** No Lot may be leased for a period of less than 30 days. Any lease agreement will be in writing and will provide that the terms of the lease are subject to this Declaration, and that any failure by the Tenant to comply with this Declaration will be considered a default under the lease. Any Owner who leases its Lot will provide a copy of the lease to the Committee within 30 days after execution of the lease. No Lot will be subjected to time interval ownership.

(c) **Transient Lodging Use Prohibited.** Lots may not be rented for transient lodging, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers.

(d) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, bam, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind may be used at any time for a residence, either temporary or permanent.

(e) **Drilling, Mining Prohibited.** No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration, or similar activities will be permitted on the Property.

(f) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

3.3 Permitted Structures.

(a) No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mine, or similar structure designed for use in drilling for oil, natural gas, water, or minerals will be erected or maintained on any Lot.

3.4 **Size.** Rambler style houses with basements will have a minimum of 1,500 finished square feet of main floor area above finished grade. Rambler style houses without a basement will have a minimum of 1,800 finished square feet of main floor area above finished grade. Two-story houses will have a minimum of 2,000 finished square feet above finished grade. No split entry homes are permitted. The foregoing square-footage requirements do not include garages, porches, verandas, patios, eaves, overhangs, or steps.

3.5 **Setbacks.** All structures must be located on any Lot in accordance the Genola City Development Code for the R-1 Residential Zone.

3.6 **Building Height.** No Lot will contain a structure that exceeds a height of two stories (not counting any basement) or 38 feet, whichever is less. Height will be measured as the vertical distance from the top of concrete curb to the highest point of the roof structure. Chimneys, flag poles, and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure.

3.7 **Residences.** All Residences must be constructed with new materials (except pre-approved used brick) and will be of good quality workmanship and materials and will have a fair market value upon completion of at least \$150,000, excluding land value and closing fees. The exterior materials of a Residence must consist of brick, stone, stucco, HardiePlank or a combination thereof. Wood, aluminum, or vinyl exterior siding is prohibited. Aluminum soffit and fascia is permitted. Fascia must be at least 6 inches wide. Roofs must have at least a 4/12 pitch and no greater than a 12/12 pitch. Flat roofs are prohibited. All exposed concrete foundations will be plastered or have stone veneer.

3.8 **Garages.** Each Residence will have a three-car (or greater) garage. All interior walls of the garage shall be finished. Carports are prohibited.

3.9 **Nuisances.** No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

(b) **Lights.** Outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed.

(c) **Sounds.** No continuously barking dogs, loud speakers or other noises will be permitted to continue on any Lot in a way that might reasonably be expected to annoy or disturb other Owners, Tenants, or Guests, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(d) **Pests.** No Owner will permit anything or condition to exist upon any portion of the Development which will induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

3.10 **Hazards.** No activity may be conducted on any Lot that is or would be considered by

a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

3.11 Animals. Owners may not feed or hunt wildlife within the Development.

3.12 Signs. No signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than five (5) square feet; (b) one political sign, no larger than 5 square feet; political signs must be removed within 48 hours after the occurrence of the election to which they pertain; (c) one sign, no larger than 100 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (d) traffic-control signs placed by the City; (e) temporary signs warning of an immediate danger; (f) signs placed by Declarant or its agents in connection with the sale of the Lots.

3.16 Utilities

(a) **Utilities.** All power lines and other utility cables will be buried underground.

3.17 Construction.

(a) The construction of any improvement on a Lot, including painting and all exterior finish, will be completed within 12 months after the beginning of construction. The Committee may extend this deadline when an Owner is unable to meet it because of undue hardship.

(b) Construction material will be kept within the confines of the Lot upon which the improvements are to be constructed. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period. All unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris.

3.18 Intentionally Left Blank

3.19 Easements. Easements for installation of and maintenance of utilities and water lines are reserved as shown on the Plat. Within these easement areas, no structure, planting, or other materials will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change, obstruct, or retard the flow of water through drainage channels in the easement areas. The easement area on each Lot and all improvements thereon will be maintained continuously by the Lot Owner, except for those improvements which a public authority or utility company is responsible for.

3.20 Intentionally Left Blank

3.21 Intentionally Left Blank

3.22 Intentionally Left Blank

3.23 **Basements.** Each Owner assumes all risks associated with the construction of a structure below the top back of curb including the risk of flooding due to a high-water table. Each Owner agrees to indemnify and hold harmless Declarant and any of their respective affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

3.24 **Front Entry and Exposed Foundation.** Exposed concrete from the foundation of the Residence will be limited to no more than 18 inches in height.

3.25 **Deviations.** Deviations from the standards and restrictions set forth in this Section 3 may be allowed only with the approval of the Committee, for good cause shown.

4. **Enforcement.**

4.1 The Committee is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. All costs, including attorneys' fees, of such enforcement will be borne by the Owner who is in violation of this Declaration. Except in case of emergency, the Committee will provide an offending Owner with notice and reasonable opportunity to be heard before taking further action to enforce this Declaration.

5. **Addition or Withdrawal of Property**

5.1 **Annexation of Additional Property.** Declarant may from time to time and in its sole discretion annex to the Development as Additional Property any real property now owned or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Development. The annexation of such real property will be accomplished as follows:

(a) The owner or owners of such real property will record a declaration which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants, and conditions applicable to such property, and declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration.

(b) The property included in any such annexation will thereby become a part of the Development and subject to this Declaration.

(c) There is no limitation on the number of Lots Declarant may create or annex to the Development, except as may be established by City ordinance.

5.2 **Withdrawal of Property.** Declarant may withdraw property from the Development only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any Additional Property at any time before the sale of the first Lot in such Additional Property. Such withdrawal will be affected by a declaration executed by Declarant and recorded in the office of the County Recorder.

6. **Amendment and Repeal.**

During the Declarant Control Period, this Declaration may be amended unilaterally by the Declarant.

7. Miscellaneous.

7.1 Joint Owners. Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

7.2 Tenants and Guests. Tenants and Guests using the Property under rights derived from an Owner will comply with the applicable provisions of this Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner itself.

7.3 Construction; Severability; Number; Captions; Exhibits. This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

7.4 Approvals, Notices, and Other Writings.

(a) Within 15 days after taking title to a Lot, the Owner of the Lot will provide the Committee with the Owner's postal address (if other than the address at the Lot), phone number, fax number, and email address (if available), and will provide the Committee with a copy of the instrument by which the Owner acquired title to the Lot. An Owner will notify the Committee of any change in its contact information within 15 days after the change.

(b) Declarant and the Committee may deliver any approval, notice, or other writing permitted or required to be delivered to an Owner under this Declaration: (i) in person, or (ii) by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid. Delivery of such notice or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized commercial carrier, addressed to the address provided pursuant to Section 7.4(a) (or at the Lot, if applicable).

(c) Any approval, notice, or other writing required to be delivered to Declarant or the Committee under this Declaration will be delivered in person, by certified first class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized commercial carrier, postage prepaid, and addressed as follows: if to Declarant or the Committee during the Declarant Control Period, **JDH Development, LLC, 1450 West 1850 North, Lehi, Utah 84043**; if to the Committee after the expiration of the Declarant Control Period, at the address of any Committee member. Delivery of such notice or other writing will be deemed made two

Exhibit A

Legal Description of the Property***GENOLA FARMS PLAT PHASE 1***

PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN GENOLA, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING LOCATED SOUTH 40 FEET AND WEST 2632.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE N0°15'13"W ALONG SAID QUARTER SECTION LINE 1323.00 FEET TO THE SOUTHWEST CORNER OF THE FOUR B SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE N89°03'19"E ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1319.03 FEET; THENCE S0°24'33"E 611.53 FEET; THENCE S0°39'45"W 55.50 FEET TO THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 53713:2010 ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE S89°07'47"W 171.85 FEET TO SAID REAL PROPERTY LINE, THENCE S0°20'43"E ALONG SAID PROPERTY LINE 232.72 FEET TO A PROJECTION OF AN EAST WEST FENCE LINE, THENCE S88°34'01"W ALONG SAID FENCE PROJECTION AND FENCE THEREOF 110.96 FEET TO THE EAST LINE OF THE HORSING AROUND SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N0°18'58"W 2.76 FEET; THENCE S89°06'22"W 546.47 FEET; THENCE S0°55'46"E 426.38 FEET TO THE QUARTER SECTION LINE, THENCE S89°07'47"W ALONG SAID QUARTER SECTION LINE 495.92 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING.

CONTAINS: ±31.1 ACRES
 ± 1,354,541.76 SQ. FT.

Exhibit B

Genola Farms Subdivision

ARCHITECTURAL CONTROL COMMITTEE
CERTIFICATE OF COMPLIANCE

Date: _____

Re: Lot _____

To Whom It May Concern:

The Architectural Control Committee of the Genola Farms Subdivision hereby certifies that *as of the date of this certificate*, the improvements located on the above-referenced Lot comply with the Declaration of Covenants, Conditions, and Restrictions for Genola Farms subdivision, dated _____, and recorded as Entry No. _____ in the official records of the Utah County Recorder of the State of Utah, as amended.

or

The Architectural Control Committee of the Genola Farms Subdivision hereby certifies that *as of the date of this certificate*, the improvements located on the above-referenced Lot fail to comply in the following respects with the Declaration of Covenants, Conditions, and Restrictions for Genola Farms subdivision, dated _____, and recorded as Entry No. _____ in the official records of the Utah County Recorder of the State of Utah, as amended:

Identify noncomplying improvements and specify nature of noncompliance:

- 1.
- 2.
- 3.
- 4.

This certificate may be relied upon by the owner of the above-referenced Lot, any purchaser of the Lot, and any mortgagee or other lienholder deriving an interest in the Lot through the owner or purchaser.

Signature

Print Name
Architectural Control Committee Member