

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
Majestic Hills Phase 3

This Declaration of Covenants, Conditions & Restrictions (these CC&R's) is made and executed by D & G Property Holdings, LLC, a Utah limited liability company ("Developer") effective FEBRUARY 25, 2021, ("The Effective Date").

## RECITALS

- A. Developer owns all residential lots located in the Majestic Hills Subdivision, Phase 3 (the "Subdivision") in Washington County
- B. In addition, , Developer has rights to acquire and develop additional property adjacent to the Property which may be on the future annexed into the Subdivision and become subject to the terms of this Declaration.
- C. Developer desires to enhance and protect the value, desirability and attractiveness of the Subdivision by establishing covenants, conditions and restriction that pertain to and affect the Subdivision and each of the residential lots located therein.

## DECLARATION

Therefore, Developer hereby declares that all of the Property is subject to these CC&Rs and is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and improved subject to these CC&Rs. These CC&Rs and in furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, every subdivided residential parcel ("a Homesite") created from the Property, and every other part or portion of the Property. These CC&Rs shall be construed as covenants of equitable servitude, shall run with the Property and all portions thereof, and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Developer may, at the Developer's sole discretion, annex the Additional Property, or any portion thereof, into the Majestic Hills Subdivision by recording a plat showing the subdivision of any portion if the Additional Property into additional Home sites referencing the Majestic Hills Subdivision and identifying the annexed portion as an additional phase of the Subdivision. Upon recording such plat, and any other amendment to theses CC&Rs as the Developed deems necessary, all Home sites existing in the additional phases shall be subject to these CC&Rs in full.

**Notice to Purchasers:** The acceptance if any deed to, or conveyance of, any Home site, or other part or portion if the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assignees shall constitute their covenant and agreement to accept, hold, improve, use and convey the Property described and

conveyed in or by such deed or conveyance subject to these CC&Rs. All purchasers of any portion of the Property adopted by the Developer. By acceptance of any deed to or conveyance of any Home site, or other part or portion of the Property, the grantees therein named acknowledge and agree that their use and enjoyment and marketability of Home site or any other portion of the Property can be affected by the CC&Rs and that these CC&Rs may change from time to time.

#### **ARTICLE I – USE RESTRICTIONS**

- 1. LAND USE AND BUILDING TYPE.** All Home sites shall be used only for single family residential purposes, not to exceed two stories in height. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however that the Home site restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records of accounts therein; (c) handling personal, business or professional telephone call or correspondence therefrom; or, (d) maintaining a home occupation as permitted by the City of Washington Home Occupation Ordinance.
- 2. HOMESITE SIZE.** Home site sizes as described and shown on the plat of Subdivision recorded on \_\_\_\_\_, as entry number \_\_\_\_\_ with the office county recorder for Washington County, Utah ("the Plat"), or any subsequent plat for any annexed portion of the Additional Property, are considered minimum Home site sizes and no person shall further subdivide any Home site other than as shown on the Plat. Home sites may be combined for constructions of a single home so long as the owner of all affected Home sites is the same, but each Home site shall remain a separate Home site.
- 3. CARE AND MAINTENANCE OF HOMESITE.** The owner of each Home site shall keep the same free of rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Home site shall be subject to an easement for access to make repairs upon adjoining Home sites and structures, provided however, that:
  - a. Any damage caused by such entry shall be repaired at the expense of the homeowner whose property is the subject of the repair work which caused the same;
  - b. Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Home site; and
  - c. In no event shall said easement be deemed to permit entry into the interior portion of any dwelling.
- 4. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, including any amendments or

annexations. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements of each Home site and all improvements in it shall be maintained continuously by the owner of the Home site, except for those improvements for which a public authority or utility company is responsible. The title holder of each Home site shall, from time to time, grant rights over, across, on, under and upon these easements for additional uses and services as may be provided from time to time by public authority or private utility company.

5. **NO HAZARDOUS ACTIVITIES.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
6. **MOTORBIKES; ATVs.** All motorcycles, trail bikes, three wheel powered devices, automobiles, and two or four wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only established streets and parking areas and are specifically prohibited from other portions of the Property.
7. **WEED CONTROL.** Each Home site owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weed and other flammable materials on his Home site so as to minimize fire and other hazards to surrounding Home sites, residences, the Common Areas and surrounding Home sites, residences the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants that are injurious to crops, livestock, land or public health.
8. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Home site, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No clothes drying or storage of any articles that are visible from any public street shall be permitted. **No resident's use of a Home site shall endanger the health or disturb the reasonable enjoyment of any other owner or resident.**
9. **SAFE CONDITION.** Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Home site at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any

activity which might interfere with the reasonable enjoyment of other owners of their respective Home sites,

- 10. OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations if any kind shall be permitted upon or in any Home site, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Home site or portion of the Property.
- 11. ANIMALS, LIVESTOCK, POULTRY, AGRICULTURE.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Home site, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in number may be kept in a residence constructed in a Home site, provided they are not kept, bred or maintained for any commercial purposes. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the owner's residence. No Home site shall have any animal that has been deemed aggressive and/or dangerous, to the safety and well-being of others in the community. The developer has the right to permit on a case by case for animals.
- 12. GARBAGE AND REFUSE DISPOSAL.** No Home site, part or portion of the Property shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste produced within the Property, shall be kept only in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.
- 13. WATER SUPPLY.** No individual culinary water supply system shall be used or permitted to be used on any Home site, part or portion of the property.
- 14. SEWAGE DISPOSAL.** No individual sewage disposal system, shall be permitted on any Home site, part or portion of the Property.
- 15. CLOTHES DRYING.** No portion of any Home site shall be used as a drying or hanging are for laundry of any kind, it being the intention hereof that all such facilities be provided within the dwelling to be constructed on each Home site.
- 16. RV'S, BOATS AND OTHER VEHICLES.** No boats, trailers, buses, motor homes, campers, recreational vehicles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles shall be parked or stored upon any Home site except within an enclosed garage or on a cement pad behind a gate and the required front Home site set back area. No such

vehicles shall be parked overnight on any street located within the subdivision for a period longer than 48 consecutive hours.

Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Home site or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Home site or road area for a period exceeding thirty (30) days, the Developer or any other Home site owner may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach as a valid lien against the Home site owner in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for not less than six (6) weeks.

Trailers, motor homes and trucks over 9,000 pounds gross volume weight are not allowed to be stored upon any vacant Home site or street or road areas adjacent to the property.

## **ARTICLE II – DESIGN CONTROL**

1. **DESIGN RESTRICTIONS.** In order to promote a more harmonious community development and protect the character of the neighborhood, the following design standards shall be applied to the Property:
  - a. Permitted Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Home site within the subdivision shall be (i) a detached single family dwelling not to exceed two stories in height which must include an attached enclosed three car minimum private garage; and (ii) a pet run. All construction shall be of new materials; except that used block may be used so long as it conforms to applicable building ordinances of the City of Washington. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Washington, Utah.
  - b. Minimum Area. The minimum total square footage of living area on the main level living area above the street elevation and located within the area of the foundation for any residential dwelling constructed on any Home site within the subdivision exclusive of porches, balconies, patios and garages shall be not less than 2,100 square feet single-story or 1,800 square feet main level for a two-story above ground on lots that are more than 12,500 square feet and 2,000 square feet single story or 1500 square feet main level for a two-story above ground on lots less than 12,500 square feet unless otherwise approved by the developer in writing. The square footage of any basements may not be included when determining total square footage of any living area.

- c. **Building Location.** No building shall be located on any Homesite nearer than twenty (20) feet to the front of the Home site line; nor nearer than ten (10) feet to the rear Home site line; (For lots zoned RE-20) no nearer than ten (10) feet in one side of the Home site line and ten (10) feet in the other side of the Home site line,) For lots zoned R-1-12) nor nearer than eight (10) feet on one side Home site line and ten (10) feet on the other side of the Home site line. All id the foregoing measurements shall be made from the applicable Home site line to the foundation, porch or other extension of such building, whichever is nearer to such Home site line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building for the purpose of determining such distance, provided, however, that this shall not be construed to permit any portion of a building, including eaves or steps to encroach upon another Homesite. Any Homesite line fronting a public street shall be considered a from Homesite line.
- d. **Exterior Construction Materials.** Exterior construction materials shall be stone, stone veneer, brick or brick veneer, stucco or Hardi-board and shall be in colors indigenous to the area. Aluminum siding, illuminative or reflective materials are prohibited.
- e. **Roof Materials.** Roof materials may be tile or slate, and may be in colors which blend with the balance of the exterior of the structure. Roof pitch may be at least 4.12.
- f. **Dome Structure.** Dome structures of any type are not allowed.
- g. **Temporary or Other Structures.** No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No such structure shall be erected or placed on said property at any time. No old or second hand structures shall be moved onto any of said Home sites, all dwellings and other buildings erected in any Home site shall be new construction, of good quality, workmanship, and materials.
- h. **Accessory Buildings.** Any storage or utility building must be located behind the Home site gate/fence, must not be visible from the street and must be constructed in a style/materials consistent with the single family dwelling on the Home site.
- i. **Pet Runs.** Pet runs shall be designed and constructed in a way consistent with the architecture of the house and should be no larger than 150 square feet, nor higher than six feet, nor shall it be located in the front yard or in the side yard against an adjacent Home site. The fencing and materials shall be limited to the materials designated herein.

- j. Pools, Spas, Etc. Pools, spas, fountains, and game courts are permitted and shall be located to reasonably minimize impacting adjacent properties with light or sound. Pool heaters and pumps may not be visible from neighboring properties and must be sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other Home sites. Lights for tennis courts or other game courts shall be turned off no later than 10:00 PM.
- k. Driveways. There shall be area on the driveway (excluding sidewalk area) to park no less than two (2) vehicles per Home site (each driveway) and shall be constructed out of cement or brick. Cinders, sand, gravel, or dirt shall not be permitted for driveway material in the front and side yard areas of any Home site. The driveway in the front and side yard areas of each Home site shall be in a color which blends with the exterior of the structure located in such Home site.
- l. Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain in any corner Home site within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Home site within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or foliage shall be planted, kept or maintained in such manner as shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.
- m. Fences. Fences, walls and other barriers are permitted. Adjoining property owners are required to contribute to the cost of "fencing" on shared property lines where applicable. All walls will be made of the charcoal block and pattern to match the common area entrance provided by the Developer.
- n. Address Monuments. Each Home site shall contain a monument or placard displaying the street address, which shall be illuminated at night.
- o. Lights. Light used to illuminate garages, patios, parking areas or for any purposes shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

- p. Antennas. Antennas for radio, television, or any other device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the residence. All homes shall be pre-wired for cable reception. Satellite dish antennas are permitted. In no event shall satellite dish antennas be visible from street frontage of the Home site.
- q. Chimneys. Chimneys of approved exterior materials may not exceed the height permitted by appropriate government agencies. Exposed metal flues must be painted a color which blends with the color of the roof. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arresters.
- r. Solar Panels. Solar panels are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened so as not to be visible from street frontage of Home sites.
- s. Skylights. Skylights are to be designed as an integral part of the roof. Skylights shall not be reflective. Skylight framing shall be colored to match adjacent roofing materials.
- t. Matching Colors. Sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project.
- a. Screening of Equipment. Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted in roofs or through windows unless they are not visible from neighboring properties.
- b. Utility Meters. Utility meters shall be placed in an inconspicuous location as possible. Location of meters are to be shown on the plans. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the uniform Building Code.
- c. Mailboxes. Mailboxes shall be provided and maintained by each Home site owner, unless the Developer and/or United States Post Office subsequently determines otherwise. Mailbox location, height is subject to the approval of the United States Post Office.
- d. Signs. Except for one "For Rent" or "For Sale" sign of not more than four (4) feet, no advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Home site or any portion of the Property. The foregoing shall not apply to the commercial activities, signs and billboards if any of the Developer or its agents during



construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws, Rules and Regulations, as the same may be amended from time to time.

- e. Landscaping. Landscaping of the front and side yards of lots must be completed prior to occupancy. Landscaping shall include, but shall not be limited to, the preparation for the planting of the lawn, weed barrier, grass or other appropriate ground cover. Appropriate shrubbery (at least 35 shrubs/bushes in the front yard), and planting at least two (2) trees in the front yard. The planting of the trees and shrubs and grass are encouraged and recommended.

No healthy trees shall be removed from any Home site after the completion of the landscaping. Notwithstanding this section, all diseased trees must be removed by the owner of the Home site within one hundred and twenty (120) days after the diseased condition is discovered or after receipt of notification issued by the HOA demanding removal of the tree. All diseased and other trees removed from any Home site, part or portion of the Property shall be replaced by the planting of an equivalent number of trees upon such Home site.

- u. Irrigation. Each Home site will be subject to a Washington County Water Conservancy District (WCWCD) water use agreement which will limit the use of irrigable area of 5,000 square feet. The Water Availability Fee for this amount if use shall be paid for by the purchaser if any Home site. In the event that a Home site owner would like to have more than a 5,000 square foot irrigable area, they may approach the WCWCD and request a modification in their usage agreement be made. If such modification is granted the Home site owner shall be responsible for any fees associated with the increase in water usage for that Home site.
- v. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of the flow of drainage channels. The slope control areas of each Homesite and all improvements in them shall be maintained continuously by the owner of the Home site, except for those improvements for which a public authority or utility company is responsible.

**2. CONSTRUCTION PROVISIONS.** In order to promote a harmonious community development and protect the character of the neighborhood, the following construction standards are applicable to the Property:

- a. Building Permit Required. No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns shall occur, on any Home site until any required permit or required

approval thereof is obtained from the City of Washington or Washington County, as appropriate (or any successor municipality), following submission to the appropriate governmental entity of such information as it may reasonably require.

- b. Construction Hours. No construction shall take place on Sundays or between the hours of 7:00 PM and 6:00 AM.
- c. Completion of Construction. The construction of any structure on any portion of the Property shall be continuously and diligently pursued from and after the commencement if such construction, and in any event, shall be subsequently completed within 1 Year after such commencement.
- d. Building Materials Storage. No Home site, part or portion of the Property shall be used or maintained as a storage for building materials except during the construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling, out of public site.
- e. Landscaping. Prior to occupancy, the owner of a Home site must have substantially completed the front landscaping of such Home site.
- f. Excavations. Except for excavations for an approved foundations or basement or swimming pool, no excavations or removal of dirt are permitted on any Home site below the present grade of such Home site. All homebuilders will be required to do an over excavation and compaction on the individual Home site prior to construction.
- g. Soils Test. The Home site owner is strongly encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction.
- h. Damages. Any damage inflicted on exiting improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Home site owner and/or their agents if any particular Home site in the subdivision must be repaired as soon as possible after such damage is discovered and the expense if such repair shall be borne by the Home site owner.

**Effective Date**

This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

EXECUTED the 25<sup>th</sup> day of February, 2021.

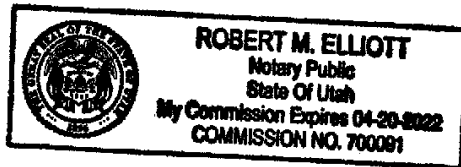
DECLARANT:

D & G Property Holdings, LLC  
A Utah Limited Liability Company

BY: *Douglas T. Dennett*  
Managing Member

STATE OF UTAH                     )  
  )ss:  
COUNTY OF WASHINGTON    )

On the 25 day of February, 2021, personally appeared *Douglas T. Dennett*  
who by me being duly sworn, did say that he is the Managing Member of D & G Property Holdings, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said Company by authority, and that said company executed the same.



*[Signature]*

NOTARY PUBLIC

Residing at:

My Commission Expires:

Beginning at a point that lies North 00°43'37" East along the Center Quarter Section line 620.10 feet from the South Quarter Corner of Section 36, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 89°22'55" West 664.13 feet, to the Southeast corner of Majestic Hills Phase 2, Official Records, Washington County, Utah; thence North 00°37'34" East along the East line of said Majestic Hills Phase 2, and Majestic Hills Phase 1, Official Records, Washington County, Utah, 705.56 feet to a point on the South line of Galilee Heights Subdivision, Official Records, Washington County, Utah; thence South 89°26'10" East along said line 489.62 feet to the Southwest corner of Villa Toscana Phase 1, Official Records, Washington County, Utah; thence South 89°26'24" East along said line 175.75 feet to a point on said Center Quarter Section line; thence South 00°43'37" West along said line 475.08 feet; thence North 89°16'23" West 187.50 feet; thence southwesterly along a 15.00 foot radius curve to the left, (long chord bears South 45°43'37" West a distance of 21.21 feet), center point lies South 00°43'37" West through a central angle of 90°00'00", a distance of 23.56 feet; thence South 00°43'37" West 116.48 feet; thence southeasterly along a 15.00 foot radius curve to the left, (long chord bears South 44°19'39" East a distance of 21.23 feet), center point lies South 89°16'23" East through a central angle of 90°06'32", a distance of 23.59 feet; thence South 89°22'55" East 187.47 feet to a point on said Section line; thence South 00°43'37" West along said line 85.00 feet, to the point of beginning.

Tax Parcel No.: W-5-2-36-322

The following is shown for information purposes only:

Property Address: Vacant Land, Parcel W-5-2-36-322, Washington, UT 84780

(This Schedule A valid only when Schedule B is attached)

Commitment

24233-KV