

Amended Restrictive Covenants Page 1 of 4
Gary Christensen Washington County Recorder
06/26/2024 04:28:30 PM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded, please mail to:
Falcon Crest LLC
473 E Bowden Street
Sandy, UT 84070

FIRST AMENDMENT TO DECLARATION OF
COVENEANTS, CONDITIONS AND RESTRICTIONS
FOR
HURRICANE FIELDS ESTATES SUBDIVISION

This Amendment is made this 2nd day of April, 2024 by Falcon Crest LLC, a Utah Limited Liability Company, 473 E Bowden Street, Sandy, UT 84070 (the "Declarant") as authorized by the State of Utah, as made and executed in Hurricane City, Washington County.

1. This Amendment refers to the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HURRICANE FIELDS ESTATES SUBDIVISION, Hurricane City, Washington County, State of Utah, Recorded July 2, 2021 (recorded document number 20210045341) with the Washington County Recorder. See Exhibit A.
2. In order to better pronounce the intentions of the Declarant, the following Articles shall be amended as follows:
 - a. Section 2(e) *Yard Walls and Fences*. **Walls installed along property lines must be made of CMU block and must be in the Geneva Brown color. This is to create a uniform and consistent look for the exterior of the development, which shall be in the best interest for the overall look of the subdivision. All CMU block wall installation requires compaction to avoid settling, builders need to contact Geotechnical Testing Services, Inc. for recommendations. (Any other yard walls and/or fences, if any (1) shall be of brick, block, stucco, white vinyl, stone, wood, or ornamental iron and (2) shall substantially conform in style and construction. Any variations beyond those mentioned shall be approved by the Review Board. No chain link or wire will be permitted. The property owner shall agree to maintain all wood fencing on a regular basis to ensure they are not in disrepair. All fences and walls must be aesthetically compatible and not more than six (6) feet in height. Fences and walls must be located on the side lot line of a lot or on the perimeter on a patio or open porch and do not extend beyond the front or rear yard setback lines. Walls or fences are intended to enhance the privacy of the residents of such lot, and should not unreasonably interfere with the view from any neighboring lot.**

Lot 4, 14 & 15 are excluded from the requirement to use Geneva Brown CMU block wall on the exterior of the development, as the construction of their exterior walls was underway or complete when this Amendment was created.
 - b. Section (2)(i) *Architectural Controls*: No building or landscaping shall be erected, placed or altered on any Lot until the construction plans and specifications have been approved by the Review Board as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

Should any home builder attempt to begin construction without prior approval from the Architectural Review Board, construction will be ceased immediately and a \$5,000 fine shall be assessed. Construction shall not be resumed until proper approval has been obtained and the fine has been paid.

- c. Section 2(k)(2) Exterior construction materials shall consist of quality material similar to stucco, rock or brick. Any other materials must be approved by the Review Board. Colors and materials must be harmonious to the neighborhood and homes must be constructed of new materials.
- d. Section 2(k)(3) Eaves and Pitch of Roof: All exterior eaves on a home must have at least 1 foot of overhang, and the pitch of each roof must be a minimum of 6:12 or steeper.
- e. Section 4 Animals; Pets. No animals or livestock of any kind may be raised, bred, or kept on any Lot, except that dogs, cats or other domesticated household pets may be kept in homes, upon the owners Lot, or on a leash while off the Owner's lot. Notwithstanding the foregoing provision, **an Owner may own and raise no more than 10 chickens on their lot, and no roosters are allowed that may cause a noise issue for neighbors.** An owner shall construct the necessary fencing on their Lot to contain dogs, poultry, cats or other domesticated household pets. Construction of the necessary fencing shall be completed within 30 days from when the Owner begins keeping the animal on the lot.

In addition to the allowance of made for the owning and raising of chickens, ONLY in Phase 8 an Owner may maintain and raise up to 2 horses. Horses are only allowed on a full 1 acre or higher lot. An owner shall construct the necessary fencing and shelters required to contain the horses, must keep their property in good repair and shall not allow it to become a visual eyesore for neighboring properties.

- f. Section 16 Care and Maintenance of Lot. The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. **From the settlement date for the purchase of a lot, property owners are responsible for weed and lot maintenance, to ensure the look and feel of the neighborhood is not diminished. Should the lot owner not maintain the weeds on their lot, the developer shall provide lot maintenance services and the lot owner will be responsible for paying any costs incurred to maintain their lot.** All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

At no point during the construction of an Owners home are they allowed to dump weeds, excess materials, concrete, etc on a neighboring property owners lot or any other location in the Hurricane Fields Estates Subdivision. If this is done, the offending owner shall pay a minimum of \$500 or the cost of returning the lot to its former condition.

IN WITNESS
June, 2024.

“DECLARANT”

FALCON CREST, LLC
A Utah limited liability company

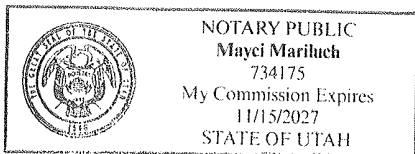
Tera L Lucky
Managing Member

STATE OF UTAH

) :SS

COUNTY OF SALT LAKE

On the 20th day of JUNE, 2024, Tera L Lucky personally appeared before me. She, being duly sworn, did say that she is the Managing Member of Falcon Crest LLC , a Utah limited liability company and that the foregoing instrument was signed on behalf of said Falcon Crest, LLC, by authority of its Certificate of Organization or a Resolution of its members, and she acknowledged to me that she executed the same.




NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; ; THENCE N00°16'42"E ALONG THE WEST SECTION LINE 1,868.58 FEET; THENCE S89°43'18"E 25.00 FEET TO THE POINT OF BEGINNING; THENCE N00°16'42"E 770.73 FEET; THENCE N00°16'38"E 287.23 FEET; THENCE S89°50'21"E 958.96 FEET; THENCE N00°16'58"E 982.76 FEET; THENCE S89°50'21"E 672.24 FEET; THENCE S00°09'39"W 2,423.66 FEET; THENCE N89°44'35"W 328.16 FEET; THENCE N00°15'33"E 77.35 FEET; THENCE S61°13'55"W 159.43 FEET; THENCE N89°44'35"W 150.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 25°25'45"; THENCE WESTERLY ALONG THE ARC 266.29 FEET; THENCE N64°18'50"W 33.82 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 12°26'31"; THENCE WESTERLY ALONG THE ARC 130.29 FEET; THENCE N00°16'51"E 25.60 FEET; THENCE N.00°16'42"E. 240.24 FEET; THENCE N89°50'37"W 607.14 FEET TO THE POINT OF BEGINNING.
CONTAINING 2,759,674.97 SQUARE FEET OR 63.3534 ACRES.

TAX SERIAL NO. H-3-2-10-42112