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Declaration Page 1 of 16

Gary Christensen Washington County Recorder

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HAWKES TITLE INSURANCE AGENCY, LLC

**courtesy recording*

Parcel No(s): H-3-1-31-412

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE SANDS COVE SUBDIVISION**

[Legal Description on following Page]

LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point on the Southerly right-of-way line of Coronado Drive, a 60.00 foot wide public street said point lies North 00°06'34" West 2641.73 feet along the North South Center Section line to the center quarter corner, South 89°57'28" West 1703.265 feet along said East-West center section line and North 00°06'34" West 1466.62 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence along the Southerly right-of-way line South 89°10'14" East 45.98 feet to the point of cusp of a 20.00 foot radius curve concave Southeasterly; thence leaving said Southerly right-of-way line Southwesterly 35.25 feet along the arc of said curve through a central angle of 100°58'50" to the point of compound curvature of a 125.00 foot radius curve concave Easterly; thence Southerly 15.76 feet along the arc of said curve through a central angle of 07°13'22" to the point of reverse curvature of a 175.00 foot radius curve concave Westerly; thence Southerly 55.60 feet along the arc of said curve through a central angle of 18°12'12" to the point of tangency; thence South 00°49'46" West 205.92 feet to the point of curvature of a 200.00 foot radius curve concave Westerly; thence Southerly 115.50 feet along the arc of said curve through a central angle of 33°07'05" to the point of tangency; thence South 33°56'51" West 118.34 feet to the point of a curvature of an 125.00 foot radius curve concave Easterly; thence Southerly 109.53 feet along the arc of said curve through a central angle of 50°12'24" to the point of compound concave of a 20.00 foot radius curve concave Northeasterly; thence Southeasterly 35.25 feet along the arc of said curve through a central angle of 100°58'50" to a point on a radial line; thence along said radial line South 27°14'23" East 50.00 feet; thence North 62°45'37" East 0.50 feet; thence South 27°14'23" East 100.10 feet; thence South 62°45'37" West 314.415 feet; thence North 22°40'31" West 135.86 feet; thence North 71°17'26" East 24.81 feet; thence North 66°38'46" East 100.31 feet; thence North 27°14'23" West 75.05 feet; thence North 33°56'51" East 412.36 feet; thence North 00°49'46" East 319.42 feet to a point on said Southerly right of way line and the point of beginning.

PARCEL 2:

Beginning at a point which lies North 00°06'34" West, 2641.73 feet, South 89°57'28" West, 2359.15 feet and North 00°06'34" West, 284.12 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence South 33°10'42" West, 99.35 feet; thence North 63°18'24" West, 176.12 feet thence North 38°32'46" West, 830.52 feet to a point on the Easterly right of way line of 600 North Street; thence along said Easterly right of way line North 51°27'14" East, 143.10 feet to the most Westerly point of "CORONADO RIDGE PHASE 1". Official Records of Washington County, Utah, said point is also the point of curvature of a 20.00 foot radius curve concave Southerly; thence coincident with the boundary of said Phase 1 in the following Eight (8) courses: Easterly 31.42 feet along the arc of said curve through a central angle of 90°00'00" to the point of tangency; thence South 38°32'46" East, 50.00 feet to the point of curvature of a 20.00 foot radius curve concave Westerly; thence Southerly 31.41 feet along the arc of said curve through a central angle of 90°00'00" to a point on a radial line; thence along said radial line South 38°32'46" East, 25.00 feet; thence North 51°27'14" East 5.00 feet; thence South 38°32'46" East, 25.00 feet along a radial line to a point on the arc of a 20.00 foot radius non tangent curve concave Southerly, the radius point of which bears South 38°32'46" East; thence Easterly 31.42 feet along the arc of said curve through a central angle of 90°00'00" to the point of tangency; thence South 38°33'55" East, 799.21 feet along said boundary and the projection thereof to the point of beginning.

PARCEL 3:

Beginning at a point which lies North 00°06'34" West, 2641.73 feet South 89°57'28" West 2359.15 feet and North 00°06'34" West, 284.12 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence North 38°32'46" West, 264.29 feet; thence North 51°27'14" East, 276.66 feet; thence South 78°19'33" East, 110.06 feet to the point of curvature of a 325.00 foot radius curve concave Northerly; thence Easterly 69.92 feet along the arc of said curve through a central angle of 12°19'35" to a point on a non tangent line; thence along said non tangent line South 33°10'42" West, 418.33 feet to the point of beginning.

PARCEL 4:

Beginning at a point which lies North 00°06'34" West, 2641.73 feet South 89°57'28" West, 2001.48 feet and North 00°06'34" West, 898.67 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence North 43°08'01" East, 138.14 feet; thence North 23°52'10" East, 187.78 feet; thence North 13°38'55" East, 96.82 feet; thence North 03°44'35" East, 90.90 feet; thence North 02°15'11" West, 106.82 feet to a point on the arc of a 470.00 foot radius curve concave Southerly, the radius point of which bears South 08°00'46" East; thence Easterly 72.53 feet along the arc of said curve through a central angle of 08°50'32" to

the point of tangency; thence South 89°10'14" East, 29.80 feet; thence South 00°49'46" West, 319.42 feet; thence South 33°56'31" West, 412.36 feet; thence South 27°14'23" West; thence Northeasterly 27.38 feet along the arc of said curve through a central angle of 78°25'26" to the point of reverse curvature of a 125.00 foot radius curve concave Easterly; thence Northerly 68.86 feet along the arc of said curve through a central angle of 31°33'48" to a point on a non tangent line; thence along said non tangent line North 40°46'00" West, 87.36 feet to the point of beginning.

PARCEL 5:

Beginning at a point which lies North 00°06'34" West, 2641.73 feet South 89°57'28" West 2001.48 feet and North 00°06'34" West, 898.67 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence South 40°46'00" East, 87.36 feet to a point on the arc of 125.00 foot radius curve concave Easterly, the radius point of which bears South 74°06'01" East; thence Southerly 68.86 feet along the arc of said curve through a central angle of 31°33'48" to the point of a reverse curvature of a 20.00 foot radius curve concave Northwesterly; thence Southwesterly 27.38 feet along the arc of said curve through a central angle of 78°25'26" to a point on a radial line; thence along said radial line South 27°14'23" East, 22.23 feet; thence South 66°38'46" West, 57.18 feet; thence South 71°17'26" West, 121.50 feet; thence South 33°10'42" West, 31.00 feet to a point on the arc of a 325.00 foot radius curve concave Northerly, the radius point of which bears North 00°39'08" West; thence Westerly 69.92 feet along the arc of said curve through a central angle of 12°19'35" to the point of tangency; thence North 78°19'33" West, 110.06 feet; thence South 51°27'14" West, 276.66 feet; thence North 38°32'46" West, 250.00 feet to the most Southerly point of "Coronado Ridge Phase 1", Official Records of Washington County, Utah; thence along the boundary of said Phase 1 in the following Four (4) Courses: North 51°27'14" East, 668.96 feet; thence North 42°10'22" East, 99.99 feet; thence North 22°39'02" East, 110.23 feet; thence North 04°49'39" East, 112.55 feet to the point of a curvature of a 330.00 foot radius curve concave Northwesterly, the radius point of which bears North 11°33'53" West; thence Easterly 59.63 feet along the arc of said curve through a central angle of 10°21'10" to the point of tangency; thence North 68°04'57" East, 67.68 feet to the point of curvature of a 470.00 foot radius curve concave Southerly; thence Easterly 114.06 feet along the arc of said curve through a central angle of 13°54'17" to a point on a non tangent line; thence along said non tangent line South 02°15'11" East, 106.82 feet; thence South 03°44'35" West, 90.90 feet; thence South 13°38'55" West, 96.82 feet; thence South 23°52'10" West, 187.78 feet; thence South 43°08'01" West, 138.14 feet to the point of beginning.

Less and Excepting therefrom:

Beginning at a point which lies North 00°06'34" West, 2641.73 feet, South 89°57'28" West, 2001.48 feet and North 00°06'34" West 898.67 feet from the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence South 40°46'00" East, 87.36 feet to a point on the arc of a 125.00 foot radius curve concave Easterly, the radius point of which bears South 74°06'01" East; thence Southerly 68.86 feet along the arc of said curve through a central angle of 31°33'48" to the point of reverse curvature of a 20.00 foot radius curve concave Northwesterly; thence Southwesterly 27.38 feet along the arc of said curve through a central angle of 78°25'26" to the point of tangency; thence South 62°45'37" West, 58.70 feet to the point of curvature of a 275.00 foot radius curve concave Northerly; thence Westerly 186.77 feet along the arc of said curve through a central angle of 38°54'50" to a point on a non tangent line; thence along said non tangent line North 30°14'01" West, 170.47 feet; thence North 30°19'00" West, 135.31 feet to a point on the boundary of "CORONADO RIDGE PHASE 1", Official Records of Washington county, Utah; thence along said boundary North 51°27'14" East, 147.47 feet; thence leaving said boundary South 54°02'21" East, 159.32 feet; thence South 61°06'07" East, 110.51 feet to the point of beginning.

PARCEL 6:

Beginning at a point on the East-West center section line of Section 31, Township 41 South, Range 13 West of the Salt Lake Base and Meridian, said point lies North 00°06'34" West 2641.73 feet along the North-South center section line to the center quarter corner of said section and South 89°57'28" West 1925.66 feet along the East-West center section line from the South quarter corner of said Section 31 and running thence continuing along said East-West center section line South 89°57'28" West 815.84 feet; thence North 37°55'27" East 126.75 feet; thence North 52°29'46" West 720.93 feet to the point of a curvature of a 300.00 foot radius curve concave Southwesterly; thence Northwesterly 118.74 feet along the arc of said curve through a central angle of 22°40'40" to the point of tangency; thence North 75°10'26" West 18.04 feet to a point on the right-of-way line of 600 North Street, an 80.00 foot wide public street, said point being on the arc of a 460.00 foot radius curve concave Southeasterly, the radius point of which bears South 75°41'17" East; thence along said right-of-way line in the following two (2) courses: Northeasterly 298.19 feet along the arc of said curve through a central angle of 37°08'31" to the point of tangency; thence North 51°27'14" East 141.75 feet; thence leaving said right-of-way line South 38°32'44" East 830.52 feet; thence South 63°18'24" East 176.12 feet; thence North 33°10'42" East 548.68 feet; thence North 71°17'26" East 96.69 feet; thence South 22°40'31" East 135.87 feet; thence North 62°45'37" East 82.63 feet; thence South

17°04'57" East 25.84 feet; thence South 32°26'42" West 183.46 feet; thence South 26°36'46" East 196.09 feet; thence South 63°23'14" West 22.34 feet; thence South 01°35'26" West 238.67 feet to a point on said East-West center section line and the point of beginning.

Less and Excepting therefrom the following described property:

Commencing at the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence North 00°06'34" West, along the Center Section line 2641.73 feet to the Center Quarter Corner of Section 31; thence South 89°57'28" West along the Center Section line 933.89 feet; thence North 00°06'34" West, 1598.09 feet to the point of beginning; thence South 75°27'50" West, 268.00 feet; thence South 84°36'21" West, 383.74 feet; thence North 88°48'26" West, 127.34 feet; thence South 00°49'46" West, 350.68 feet; thence South 33°56'51" West, 412.36 feet; thence South 27°14'23" East 75.03 feet; thence South 66°18'46" West, 100.31 feet; thence South 71°17'26" West, 121.50 feet; thence South 33°10'42" West, 548.68 feet; thence North 63°18'34" West, 176.12 feet; thence North 38°32'44" West, 830.52 feet; to a point on the Easterly right of way line of 600 North Street; thence along the following Six (6) courses of the Easterly and Southerly right of way line of said 600 North Street; North 51°27'14" East, 718.79 feet to the point of curvature to the left having a radius of 540.00 feet and a central angle of 22°44'00"; thence Northwesterly along the arc of said curve a distance of 214.26 feet; thence North 28°43'16" East, 43.95 feet to the point of curvature to the right having a radius of 960.00 feet and central angle of 61°16'16"; thence Northeasterly along the arc of said curve a distance of 1026.61 feet; thence North 89°59'31" East, 151.25 feet to the point of curvature to the left having a radius of 1040.00 feet and a central angle of 24°52'48"; thence Easterly along the arc of said curve a distance of 451.61 feet; thence leaving said right of way line and running South 00°06'34" East, 575.17 feet to the point of beginning.

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for the SANDS COVE SUBDIVISION is issued effective this 31st day of May 2024 and affects the following real property located in the City of Hurricane, Washington County, State of Utah, more particularly described in Addendum "A," which is attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, the undersigned ("Developer") is the owner of certain real property located in the City of Hurricane ("City"), Washington County, State of Utah, containing 29.29 total acres identified as the Sands Cove Subdivision, and more particularly described in Addendum "A," which is attached hereto and incorporated herein ("Property" or "Development"); and

WHEREAS, Developer has begun and plans to subdivide the Property into approximately 90 single-family residential dwelling lots and desires to convey said lots (individually "Lot" and collectively "Lots") to future owners subject to certain protective covenants, conditions, and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions, and Restrictions ("Declaration").

DECLARATION

NOW, THEREFORE, Developer hereby declares that all of the Property described in Addendum "A" shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These covenants, conditions, and restrictions shall run with the Property and individual Lots located therein and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any Lot, part, or portion of the Property by the Developer or by their legal representatives, heirs, executors, administrators, successors, or assigns shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use, and convey the Property subject to this Declaration.

1. **Land Use and Building Type.** None of the Property or Lots shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, one "casita" style guest house, one detached garage or shop (as approved by the Committee) so long as its design, exterior façade, and roof are identical to the dwelling in both materials and colors, and one storage shed (as approved by the Committee). Every dwelling unit shall have, as a minimum, a two-car attached garage and a main floor at grade of at least 1600 square feet of finished interior space, exclusive of garages, patios, balconies, decks, or semi-external spaces located on the ground floor. If authorized by a Lot-specific geotechnical study performed

by a licensed and bonded geotechnical engineer and hydrologist on a case-by-case basis (paid for by the Lot owner), homes upon Lots may contain a "Basement" (defined as being 7 or more feet below the grade level of the Lot and in no instance may be a split-level home with significant portions of the basement level extending above the grade level of the Lot), but none of the square footage of a Basement shall be counted towards the minimum main floor square footage requirement set forth above. All homes shall have concrete-paved or concrete pavers for the driveway connecting the parking with a street in such a way as to allow safe ingress and egress. All construction shall be of new materials except that used brick or stone may be used with the prior written approval of the Architectural Control Committee as defined in Section 4 below.

2. **Care and Maintenance of Lot.** The owner of each Lot shall keep the same free from rubbish, litter, and noxious weeds. All structures, landscaping, and improvements shall be maintained in good condition and repair at all times.

3. **Nuisances & Illegal Uses.** No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, surrounding area, and other owners of Lots. No Lot shall be used for any illegal purpose.

4. **Architectural Control Committee.**

a. **Creation.** The Developer shall appoint an Architectural Control Committee ("Committee") consisting of three persons. The initial Committee shall consist of Robin Vaughn, Matt Alder, and Dave Nielsen. The Developer shall have the power to remove members of the Committee and fill vacancies on the Committee until the last certificate of occupancy for the last residence constructed upon a Lot has been issued by the City ("Developer Control Period"). When the Developer Control Period expires, the Lot owners shall elect new members of the Committee. Each Lot owner shall have one vote for each Lot owned. The initial Committee members elected by the Lot owners shall be elected for terms of three (3) years (for two of the members) and two (2) years (for one member). Thereafter, all terms of Committee members shall be three (3) years in duration. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly or more or less often on an as-needed basis as determined by the Committee. Written minutes shall be kept of Committee meetings, and such minutes shall be open to Lot owners for inspection at reasonable times upon written request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be such as usually appertain to such offices.

b. **Approval of Plans.** No construction, remodeling, addition, or modification of any kind of any structure, and no excavations, grading, or modification of the topography of any Lot ("Improvement") may occur without the

written consent of a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations, and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee, are attached hereto, marked Addendum "B," and are incorporated herein by this reference. After the expiration of the Developer Control Period, any Committee rule or regulation may be amended, adopted, or repealed by majority vote of the Lot owners, calculated as one vote for each Lot owned. The issuance of a permit or granting of any approval by the City or any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter.

c. **Waiver.** Applications for approval shall be acted upon by the Committee within ninety (90) days of submission. In the event the Committee has not acted upon an application within such ninety (90) day period, the application will be deemed to be approved.

d. **Inspections & Correction of Defects.** Inspection of work and correction of defects therein shall proceed as follows:

i. The Committee or its duly appointed representative may at any time inspect any Improvement for which approval of plans is required under this Article. However, the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate 60 days after the work of Improvement has been completed and the respective Owner has given written notice to the Committee of such completion. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved (or determined exempt) by the Committee. If, as a result of such inspection, the Committee finds that such Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of the failure to comply with this Article within 60 days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

ii. If upon the expiration of 60 days from the date of such notification the Non-complying Owner has failed to remedy such noncompliance, the Committee shall notify the Owners in writing of such failure. Upon Notice and Hearing, the other Owners shall determine by majority vote whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than 45 days from the date that notice of the Owners' ruling is given to the Non-complying Owner. If the Non-complying Owner does not comply with the other Owners' ruling within that period, the other Owners, at their option, may record a notice of noncompliance and may peacefully remedy the noncompliance. The

Non-complying Owner shall reimburse the other Owners upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Non-complying Owner, the right to remove the non-complying owner's Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the other owners may have at law, in equity, or in this Declaration.

iii. If for any reason the Committee fails to notify the Non-complying Owner of any noncompliance with previously submitted and approved plans within 60 days after receipt of such written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with such approved plans.

iv. All construction, alteration, or other work shall be performed as promptly and diligently as possible and shall be completed within 3 months after the date on which the work commenced unless the Committee specifically and in writing approves a longer work period.

e. **Variances.** The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, drainage, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and must be signed by the Committee. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred. Such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to property and provision covered by the variance, nor shall it affect the Owner's obligation to comply with all laws and regulations, including but not limited to zoning and building ordinances and setback requirements.

i. **Pre-approved Variances.** The following builders are exempt from any of the requirements herein unless notice by the Declarant is provided to the builder in writing:

1. Precision Home Builders LLC; and
2. Rose Brandley Homes LLC.

f. **Immunity from Liability.** The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to the Declaration. Any errors or omissions in the design, construction, improvement, or landscaping of any structure or Lot and any violation of this Declaration or of any law or regulation are the sole responsibility of the Lot owner and the applicable designer, architect, or contractor. The Committee's review of plans shall in no way be concerned with structural engineering or mechanical integrity or soundness nor compliance with applicable laws or regulations.

g. **Injunctive Relief.** Lot owners within the Development acknowledge that any construction, remodeling, addition, or modification of any kind of any structure or Improvement, and any excavation, grading, or modification of the topography of any Lot which occurs without the written consent of a majority of the Committee, will cause irreparable harm to other Owners and purchasers of Lots within the Development. Based thereon, any violation of this Section 4 by any person shall entitle the Committee, the Developer, or owner of any Lot within the Development to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing or acquiring a Lot within the Development, said Lot owner, for themselves and their agents, representatives, successors, and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, each Lot owner in purchasing or acquiring their Lot(s) agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Developer, or any Lot owner within the Development may have hereunder or pursuant to law.

5. **Prohibited Structures.** No earthen/underground home, mobile home, or pre-manufactured home shall be placed, located, or constructed on any Lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn, or any outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

6. **Storage of Building Materials.** No lumber, material, or building materials shall be kept, stored, or allowed to accumulate on any Lot except: i) that which is screened and not visible to the public; and ii) that which is used in a timely manner in connection with any construction, alteration, or improvement approved by the Committee in accordance with the terms hereof.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot owners. However, this restriction shall not apply to the Developer during the construction of homes, provided that all refuse and waste are managed in a sanitary and orderly manner.

8. **Landscaping.** Landscaping of the front and side yards of Lots must be completed prior to the closing for each respective home. Landscaping of the rear yard must be completed within twelve (12) months of the City's issuance of a certificate of occupancy for the home. In addition, the following landscaping conditions and restrictions shall apply:

a. **Ground Cover.** Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in either grass, turf, other ground cover, or rock, all as acceptable to the Committee.

b. **Adjacent Landscaped Planter Strips.** Each Lot owner is required, as part of their landscaping, to install and maintain landscaping within any open strip

of area that begins from the roadway curb and is contiguous to their lot. Lot owners of corner lots are required to install and maintain landscaping within all planter strips running along their property.

c. **Automatic Irrigation.** All front and street side yards shall have automatic irrigation to ensure the viability of all lawn, shrubbery, and trees. All planter strips shall be connected to the Lot's automatic irrigation system.

d. **Maintenance/Standards.** Landscaping shall be maintained in top condition at all times. This includes regular mowing and pruning, and removal/replacement of dead plants and the removal of fallen leaves and debris. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of all noxious or offensive weeds and plant growth by the owner of said Lots.

e. **Enforcement.** Should excessive growth occur on any Lot, the owner shall be notified by the Committee in writing of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction, the expense of which shall be charged to the owner of the Lot or Lots.

9. **Double Frontage Lot.** Lot owners whose lots border 600 North must maintain landscaping for any open strip of area that extends from their property to the curb along 600 North.

10. **Animals, Livestock, and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets not exceeding two (2) of each may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control.

11. **Commercial Activities Prohibited.** Except for "Home Occupations" approved by the Committee in writing, Lots shall not be used for or in connection with the conduct of any trade, business, professional, or commercial activity of any kind. This restriction shall not prohibit a Lot owner or resident from (a) maintaining his/her personal professional library; (b) keeping his/her personal business or professional records or accounts therein; or (c) handling his/her personal business or professional telephone calls or correspondence from their home. The Committee shall evaluate the amount of added traffic a Home Occupation is anticipated to generate into its decision to approve or disapprove. For purposes of this Declaration, a Home Occupation is defined as any activity that requires the Lot Owner or resident's clients, customers, patients, or others to come to the Lot to conduct business or which requires any employee outside of the Lot owner or resident's immediate family or household to work within the dwelling. Notwithstanding the preceding, the Developer, its successor, and assigns may use any Lot, Lots, or portion of the Property for a model home site display or a sales office during the Developer Control Period.

12. **Storage of Materials.** During construction of a home or improvements on a Lot and for a period of thirty (30) days after completion thereof, a Lot may be used for the storage of materials used in the construction of the home or improvement.

13. **Uniform Fencing Requirement.** All fences erected within the community must be of uniform design, material, color, and height as specified herein (the "Uniform Fencing Standards"). The approved fencing specifications are as follows:

a. **Design.** The design must be a standard block wall construction consistent with the area fence.

b. **Material.** Fences must be constructed using either "Sunroc Sage" or a material equivalent to "Sunroc Sage".

c. **Height.** The height of all fences must be five feet (5').

d. **Installation.** Installation must ensure that fences are level, secure, and meet any community safety standards.

e. **Maintenance.** Lot owners are responsible for maintaining their fences in good condition, including regular painting or staining, repairs, and ensuring structural integrity. Fences that fall into disrepair must be promptly repaired or replaced to meet the Uniform Fencing Standards.

f. **Approval Process.** Before installing or modifying any fence, Lot owners must submit a detailed plan to the Committee for approval. The plan must include design specifications, materials, color samples, and a description of the proposed location. No work shall commence without written approval from the Committee.

g. **Non-Compliance.** Any fence installed or modified without Committee approval or that does not meet the specifications outlined herein shall be subject to removal or modification at the Lot owner's expense.

14. **Sight Distance at Intersections.** No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within a triangle formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

15. **Vehicles.** Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot within the Development for a period of more than seventy-two (72) hours. No automobile, recreational vehicle, boat, commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired, or repainted on or in front of any Lot unless performed within a completely

enclosed garage or other permitted structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No motor vehicles, and no boat, trailer, bus, motor home, camper, recreational vehicle, or other such vehicles (collectively "R V") shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad along the side of a home such that no part of the motor vehicle or RV extends in front of the edge of the home closest to the street that fronts the Lot. Parking of vehicles, boats, or other equipment must be in compliance with all ordinances of the City.

16. **Paving.** All driveways, walkways, parking areas, and other areas of similar nature shall be paved with concrete in accordance with Committee-approved plans and specifications within sixty (60) days of completion of a home or other improvement erected upon a Lot. Any RV or other parking pad proposed to be constructed to the side of a home or garage must first be approved by the Committee in writing.

17. **Lease Occupancy & Other Temporary Occupancy.** No Owner shall lease a home within the Development for transient or hotel purposes. Furthermore, no home shall be made subject to any time share program, interval ownership, or similar program whereby the right to exclusive use of the home rotates among multiple owners or members of a program on a fixed or floating time schedule over a period of years. By operation of law, an owner of a Lot may rent or lease the owner's home to another individual or individuals to be utilized as their primary residence. Any owner so doing shall comply with the following provisions of this Section. Any occupancy other than by the titled owner of a Lot, the owner's family, friends, and invited guests must be for a period of at least six (6) months. No Owner may designate a tenant as family, friends, or invited guests in order to avoid the intent of this Section. Each such occupancy shall be established between the parties by a written lease/rental/occupancy agreement. Any lease agreement between an owner and a lessee/renter shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration.

18. **Quiet Enjoyment.** No noxious or offensive activity shall be carried on upon any Lot or part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the Development, or which shall in any way interfere with the quiet enjoyment of each of the owners, or which shall in any way increase the rate of insurance.

19. **Re-Subdivision, Combining, or Adjustment of Lots.** Except as provided specifically herein, no Lot shall be further divided, subdivided, partitioned, parceled, or broken up into smaller Lots or units. In the event any person desires to combine two or more Lots or adjust the boundaries of two Lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination or adjustment shall be borne exclusively by the Lot owner(s) desiring the change.

20. **Damages.** Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks, and such by the owner of any Lot and/or their agents

or builders must be repaired within 30 (thirty) days after such damage is discovered, and the expense of such repair shall be borne by the Lot owner or their contractor.

21. **Special Considerations.** Applicable Lots are subject to special restrictions as set out in Addendum "F," which is attached hereto and incorporated herein by this reference.

22. **Developer Immunity.** By purchasing a Lot within the Development, the Lot purchaser or owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Developer or its agents, employees, officers, representatives, successors, and assigns with regard to the Lot purchased. Such waiver specifically includes but is not limited to any claims, damages, expenses, or loss caused by any unforeseen surface or subsurface oil condition, compaction or lack thereof, flooding, or any other condition that may be associated with or directly or indirectly related to the purchase of the Lot or defects in the design, construction, installation, or management of improvements within the Development.

23. **Severability.** In the event that any provision, restriction, covenant, or condition contained herein is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants, and conditions shall remain in full force and effect.

24. **Duration.** This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded agreeing to amend or terminate such Declaration.

25. **Amendment.** Prior to the expiration of the Developer Control Period as set forth in Section 4.a. above, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the Lots in the Development and the Developer. After the expiration of the Developer Control Period, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the Lots in the Development, but without the written consent of the Developer. Likewise, during the Developer Control Period, the Developer is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Developer.

26. **Developer Exemption.** The Developer, for and on behalf of itself and all affiliated entities, so long as the activities carried on by said parties are done in connection with the development, construction, and sale of the Lots and residential dwellings thereon, are exempt and free from all restrictions and constraints contained in this Declaration.

27. **Additional Property.** Additional property may be subjected to these covenants, conditions, and restrictions at the discretion of the Developer. The Developer may do so by indicating its intent to have such property bound by these covenants, conditions, and restrictions on the plat of such property and recording a document (supplemental declaration) which subjects such additional property to this Declaration. Thereafter, such additional property shall be considered as part of the Property in all respects.

28. **Violation as Nuisance.** Every act or omission whereby any restriction, covenant, or condition in this Declaration is violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by appropriate legal action by the Developer or any owner or owners from time to time of any Lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

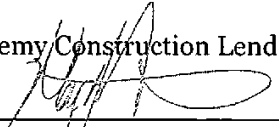
29. **Enforcement.** Each and all of the restrictions, covenants, and conditions contained in this Declaration are for the benefit of the Developer and the owner or owners from time to time of any Lot or portion of the Property. Each restriction, covenant, and condition shall inure to the benefit of and pass with each and every Lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants, and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or the owner or owners from time to time of any Lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of such Lot or portion of the Property shall be bound and obligated by this Declaration whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Developer or any owner or owners of any Lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

30. **Assignment.** All rights of the Developer under this Declaration shall be assignable to one or more persons or parties by written instrument recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

31. **Attorney Fees and Costs.** In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed and at trial or on appeal.

SIGNATURES

Academy Construction Lending L.C. ("Developer")

By: 

Name: Matt Alder

Title: MANAGER

Date: 6/4/24

Addendum "A"



Academy Construction Lending, L.C. (Developer)

By: 

Matt J. Alder, Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this 9th day of June, 2024 before me, the undersigned Notary Public in and for the State of Utah, personally appeared Matt J. Alder in his capacity as Manager of Academy Construction Lending, L.C., the signer of the within instrument, who duly acknowledged to me that he executed the same.

