

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SUNSET FARMS PLAT B  
SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made and executed this 1st day of March, 2020, by Home Sweet Home by Mitch, LLC, a Utah Limited Liability Company, (hereinafter "Declarant").

**RECITALS:**

A. Declarant is the record owner of a certain tract of property more particularly described in Article II of this Declaration..

B. Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance and beautification of the subdivision, To this end, and for the benefit of the Property and of the owners thereof, Declarant desires to subject the property described in Article II of this Declaration and the various lots contained within the entire tract hereinafter described to the covenants, conditions and restrictions hereinafter set forth.

**NOW THEREFORE**, Declarant hereby covenants, agrees and declares that all of the property described in Article II hereof shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, conditions and restrictions hereinafter set forth.

**1. DEFINITIONS**

1.1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

1.2. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.3. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.4. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners; and (b) which is intended to be used as the site of a single Living Unit.

1.5. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Utah County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.6. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Utah County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Development. The real property described in Article II of the Declaration constitutes the Parcel.

1.7. Plat shall mean and refer to the Subdivision Plat of Sunset Farms Plat B Subdivision by Home Sweet Home by Mitch and executed and acknowledged by Declarant on \_\_\_\_\_, and creating separately numbered Lots.

1.8. Property shall mean and refer to the entire residential development which is created and covered by the Plat.

1.9. Subdivision shall mean and refer to the entire residential development which is created and covered by the Plat.

## II. PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration shall consist of the real property situated in Utah County, State of Utah known as the Sunset Farms Plat B Subdivision and more particularly described on Exhibit "A" attached hereto,

## III. USE RESTRICTIONS

3.1. Use of the Street Area. The streets servicing the subdivision shall be used only in a manner consistent with the community nature and with the use restrictions applicable to lots and living units.

3.2. Use of Lots and Living Units. All lots are intended to be improved with not more than one (1) living unit per lot and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any lot or living unit. Each living unit shall be used only as a single-family residence. No lot or living unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other living unit, so as to create a nuisance or interfere with the rights of any owner.

### 3.3. Building Features and Materials.

- (a) Building Location. Each building shall be located such that:
  - (i) No building shall be located on any lot nearer than twenty feet to the front lot line. A setback of 20 feet is required from both corner lot side yards that face dedicated streets.
  - (ii) No dwelling shall be located nearer than 10 feet to any interior lot line; the combined side yard distance to any interior lot line shall be not less than 20 feet. No dwelling shall be located on any interior lot nearer than 30 feet to the rear of a lot line, and accessory buildings may be located within 10 feet of a rear lot line provided that no accessory building located on the rear of the corner lot shall be closer than 15 feet to the side yard lot line of an adjoining lot.
  - (iii) For the purposes of this covenant, eaves, steps, and open porches shall be governed by Lehi City ordinance.
  - (iv) Size Of residence is restricted to a minimum of 1600 finished square feet on the main living level exclusive of the attached garages for **ramblers**. A minimum of 1200 square feet on the main level for **2 story homes**. Both exclusive of attached garages..
- (b) Garages. Garages must be fully enclosed, accommodate a minimum of two cars, and be equipped with an automatic garage door opener. Carports are not acceptable.
- (c) Exterior Building Wall Materials. Exterior building walls shall be restricted to Brick, Stone, Fiber Cement/Hardi Board, Wood, and Stucco. The front of the home must include at least (3) of these elements. The sides and rear of the home may be Stucco. The same restrictions extend to any accessory buildings.
- (d) Roof Soffit and Fascia. Roof, soffit, and fascia materials shall be restricted. Roof may be made of 30-year asphalt/fiberglass, tile, clay, or wood shingle. Metal roofs are prohibited except for accents such as porch covers or dormers. Aluminum, if it is a baked-on surface, shall be used to cover soffit and fascia to complement the home exterior finish and color.
- (e) Accessory Structures. Patio structures, trellises, sunshades, and other appurtenant materials attached to the dwelling shall be consistent with the colors, textures, and materials used for the dwelling and shall be integrated into the architecture of the house. Accessory structures that are detached such as gazebos or storage sheds as enumerated herein can only be constructed in the backyard area and consistent with the colors, textures and materials used for the dwelling.
- (f) Chimneys. Chimneys may be constructed only of Brick, Fiber Cement/Hardi Board, or Stucco or Stone as outlined in 3.3c, and may not exceed the

height required by Lehi City ordinance. Exposed metal flues are not acceptable with the exception of copper.

- (g) Fences and Walls. Fencing and walls shall be constructed of wood, masonry, stone, vinyl or wrought iron. Fences and walls are to be color coordinated with dwelling colors. Individual lot fences and walls may not be constructed at any point closer to the streets that service the subdivision than the center point of each side of the home.
- (h) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry brick, or paving blocks. Gravel areas are not permitted.
- (i) Solar Equipment. Solar panels may be integrated into roof design. Panels and frames must be copper or compatible with roof colors, and all equipment must be screened from view or otherwise approved by Declarant.
- (j) Antennas. All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired for cable reception.
- (k) Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing materials.
- (a) Pools, Spas, Fountains, Game Courts. Pools, spas, fountains and game courts shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.
- (b) Sheet Metal, Flashings, and Vents. All sheet metal, flashing, vents, and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper. All such sheet metal vents must be located on the rear pitch of the roof if possible.
- (c) Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation.
- (a) Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and located on the sides of the dwelling.
- (b) Exterior Lighting. Each lot owner may use indirect lighting to provide site and entry driveway lighting. All exterior side lighting is to be indirect. Owners shall be permitted to utilize accent and spotlights with their living units..

(q) Landscape and Preparation Guides. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of the owner's lot. All final yard landscaping must be completed within 90 days of the completion or the home when home closes between April and October. If home closes between November and March, landscaping must be completed by May of the following year for November and December, same year if January to March.

(r) County and Other Approval. Compliance with this Declaration does not waive the requirement for any other required public agency review or permit approval process..

3.4 Landscape Easement. All landscape areas from the midpoint of the home on either side to the streets, which provide access to the subdivisions shall be landscaped in grass with trees sparsely planted in the area so that the architecture of each home will always remain visible and in view from the street. No monuments such as hedges or other landscape barriers or fences or walls shall divide the boundary' lines between the individual lots. Building plans must include a front and side yard landscape plan. No Cottonwood, Russian Olive, Poplar, or other unattractive or offensive trees will be permitted, naturally occurring trees in the Development are an exception.

3.5 Recreational Vehicles. Except as provided in this Section 3.5, no boats, trailers, recreational vehicles, motorcycles, ATV large trucks or commercial vehicles belonging to owners or other residents of the property shall be parked within the development, except for temporary parking not to exceed 24 hours and no more frequently than once a month. No motor vehicles of any kind shall be repaired, constructed, reconstructed upon lot or the street servicing the subdivision except that these restrictions shall not apply to emergency repairs to vehicles. A boat trailer, recreational vehicle, motorcycle, or ATV may be kept upon the premises provided it is kept in an enclosed garage or on the side or rear of the home behind the front line of the home and behind a solid fence and on a concrete pad. Any owner or other resident within the development who violates this section shall be subject to such penalties or lines as law wilt permit. NO COMMERCIAL SEMI trailers or tractors may be parked in the road or on any lot at any time in the subdivision. (THIS IS NOT MEANT TO LIMIT THE USE OF GARDEN TRACTORS.)

### 3.6 Animal Restrictions.

3.6.1 Horses ("Horses") may only be kept, boarded or kept overnight on any individually owned Lot. No more than two (2) horses may be maintained and pastured on each of the Lots. Manure must be removed daily from indoor stalls and weekly from outdoor stalls. Any feed, or hay for Horses stored on Lot shall be limited to amounts reasonably necessary for the short-term needs of the Horses. In all cases, such feed or hay shall be covered and stored out of sight from the street when not in use. Horses in the Community must be properly vaccinated and wormed regularly. Horses shall only be allowed on any lot that exceeds 20,000 sq. ft. No other livestock shall be permitted within the development. No reptiles, insects, skunks, mink or any other nuisance animals shall be raised, bred or kept on any Lot, except that a reasonable number of animals may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable City ordinance or any other provision of the Declaration.

3.7 Pets. No animals other than household pets shall be kept or allowed on any lot, in any living unit, or within any part of the common areas. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in cage. No pets shall be allowed to

make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing, or confinement of any such pets shall be maintained by and shall be located in the backyard portion of the lot. Any owner or other resident within the development who violates this section shall be subject to such penalties as established law will permit.

3.8. Machinery and Equipment. No machinery or equipment any kind shall be placed, used, operated, or maintained in or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a living unit or appurtenant structures.

3.9 Maintenance and Repair. No living unit, building, structure (including interiors thereof), or landscaping upon any lot shall be permitted to fall into disrepair and each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement, and care of roofs, gutters, downspouts, and exterior building surfaces.

3.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted by an owner upon or adjacent to any lots, so as to render such lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other owners. No living unit or lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other living units or lots. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on lots in living units in such a way as to disturb other property owners. No use or storage of hazardous materials shall be permitted.

3.11 Signs. No signs whatsoever shall be erected or maintained on any lot except:

- (a) Such signs as may be required in legal proceedings.
- (b) Construction identification and sales promotion signs of a combined total face area not to exceed 200 square feet or the project and signs not to exceed four hundred thirty-two (432) square inches or less for each living unit. This exception shall be available to the Declarant only until all or all lots in the development have been sold.
- (c) A "For Sale" sign, is permitted.

3.12. Trash Containers and Collections. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be provided by Lehi City.

3.13 View Restrictions. Each owner, by acceptance of a deed or other conveyance of a Lot acknowledges that any construction or Improvement by Declarant or any other Owner of property may change, impair, obstruct or otherwise affect any view that such Owner may have enjoyed at the time of the purchase of his Lot. Each Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or any partners, subsidiaries or affiliated companies of Declarant, or any officers, employees, directors or agents of any of them, in connection with the preservation of views.

3.14 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.

1. Declarant, so long as it has any interest in any of the property;  
or
2. Any lot owner-

The prevailing party in an action for enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

3.15. Exception for Declarant. Notwithstanding the restrictions contained in this Article III, for the five (5) years following the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah, Declarant shall have the right to use any lot or living unit owned by it, and any part of the Street servicing the development, reasonable necessary or appropriate, in furtherance of construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the street servicing the development or improvement and/or sale of all lots owned by the Declarant.

#### **IV. MISCELLANEOUS**

4.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as an Owner, at the latest address for such person appearing in the records of the Utah County Recorder's Office at the time of mailing.

4.2 Amendment. Prior to the expiration of 5 five years from the date of the recordation of this Declaration, and also prior to the sale of all of the lots in the subdivision, Declarant may amend this Declaration without the consent of any other

Owners. Subsequent to the expiration of (5) five years or the date of the sale and closing of the last lot in the Subdivision, This Declaration may be amended only by an affirmative vote of at least 2/3 of all Owners.

4.3 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration of in any way relating to the property may be assigned.

4.4 Interpretations. The captions, which precede the Articles and Sections of this Declaration, are for convenience only.

4.5 Applicable Law: Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue of any disputes involving this Agreement shall be exclusively with the Utah District Court in Utah County.

Home Sweet Home by Mitch, LLC a Utah  
Limited Liability Company



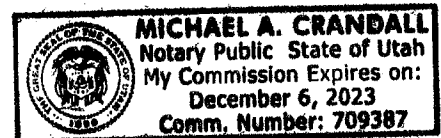
By: Mitchell D. McVistrian  
Its: OWNER

State of Utah  
County of Utah

The foregoing instrument was subscribed and worn to and acknowledged before me this 19 day of March 2020 by the Manager of Home Sweet Home by Mitch, LLC, a Utah Limited Liability Company.

Notary Public [Signature]

My Commission Expires: 12/06/2023



(Seal)



## EXHIBIT 'A'

A parcel of land in the Southeast Quarter of Section 20, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 20; thence South  $00^{\circ} 01' 20''$  East along the Section Line, a distance of 1096.55 feet; thence West a distance of 862.82 feet to a 5/8" Iron Pin LS No. 153778; thence North  $89^{\circ} 10' 17''$  West a distance of 333.77 feet to the real point of beginning; thence South  $00^{\circ} 46' 09''$  West a distance of 619.81 feet to the North line of 7350 North Street; thence North  $89^{\circ} 38' 34''$  West along North line, a distance of 335.33 feet to a 5/8" Iron Pin LS No. 153778; thence North  $01^{\circ} 02' 27''$  East along a fence line, a distance of 622.57 feet to a 5/8" Iron Pin LS No. 153778; thence South  $89^{\circ} 10' 17''$  East a distance of 332.37 feet to the real point of beginning.