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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MAJESTIC HILLS SUBDIVISION**

This Declaration Of Covenants, Conditions, and Restrictions for Majestic Hills is made and executed by Majestic Hills Development, LLC., a Utah Limited Liability Company, whose principal address is 134 N. 200 E. #203, St. George, UT 84770 (hereinafter referred to as the "Declarant").

RECITALS

- A. The Property is an area of unique natural beauty, featuring distinctive terrain.
- B. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.
- C. This Declaration of Covenants, Conditions, and Restrictions affects that certain real property located in Washington County, Utah described with particularity in Article II below (hereinafter referred to as the "Property").
- D. Declarant is the owner of the Property.
- E. Declarant has constructed or is in the process of constructing upon the Property a residential development which shall include certain Lots, Common Area, and other improvements. The construction will be completed in accordance with the plans contained in the Plat Map to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual residential Lots contained in the Property, subject to the Plat Map, and the covenants, conditions and restrictions set forth herein.
- G. Declarant desires, by filing this Declaration of Covenants, Conditions, and Restrictions and Plat Map, to submit the Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein.
- H. The Project is to be known as "MAJESTIC HILLS."
- I. Declarant hereby declares that all of the Project shall be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, reservations, rights, covenants,

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conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Project, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Project. The covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Project and shall be binding upon all persons having or acquiring any right, title, or interest in the Project, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Project.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorneys' fees, fines, late fees, default interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Owners.
2. Additional Land shall mean and refer to additional real property subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration.
3. Articles of Incorporation shall mean and refer to the Articles of Incorporation of MAJESTIC HILLS HOMEOWNERS ASSOCIATION on file or to be filed with the Utah Department of Commerce.
4. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Lot Owner or Resident at the Project.
5. Association shall mean and refer to all of the Lot Owners of MAJESTIC HILLS HOMEOWNERS ASSOCIATION.
6. Board shall mean the Board of Directors of the Association, elected pursuant to the Bylaws of the Association.
7. Assessment shall mean and refer to any amount imposed upon, assessed or

charged a Lot Owner or Resident at the Project.

8. **Building** shall mean and refer to any of the structures constructed in the Project which consist of one or more Dwelling Units.

9. **Business Use and Trade** shall mean and refer to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; or c) a license is required therefor.

10. **Bylaws** shall mean and refer to the Bylaws of the Association.

11. **Capital Improvement** shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

12. **Common Areas** shall mean and refer to all real property in the Project owned by the Association including but not limited to the following items:

- (a) The real property shown on the Plat Map which is not dedicated to the public or part of a Lot;
- (b) All Common Areas specifically designated as such in the Plat Map;
- (c) All Common Areas designated as such in the Plat Map;
- (d) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, cable television, and sewer, including the main gas lines and water lines running through the Buildings;
- (e) The Project's outdoor grounds; landscaping, open spaces; furnishing, supplies and equipment for the benefit of all Members; exterior lighting; common fencing; sidewalks and parking spaces; roadways not otherwise dedicated to the public; and walking trails (sometimes hereafter referred to as "Common Facilities" or "Facilities");
- (f) All portions of the Project not specifically included within the individual Lots; and

(g) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

13. Community shall mean and refer to the Project.
14. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for MAJESTIC HILLS.
15. Dwelling or Dwelling Unit shall mean and refer to a living unit constructed upon a Lot.
16. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
17. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
18. Guest shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.
19. Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.
20. Lot shall mean and refer to a separate physical part of the Property intended for independent use as shown on the Plat Map, including, when the context requires, the Dwelling Unit constructed thereon, one or more rooms or spaces located in one or more floors or part or parts of floors in a Building, the ground located underneath the Lot and the air space above. Mechanical equipment and appurtenances located within any one Lot or Dwelling, or located without said Lot or Dwelling but designated and designed to serve only that Lot or Dwelling, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Lot; so shall windows and window frames, doors and door frames, and trim. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Lot or Dwelling or serving only the Lot or Dwelling, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Lot or Dwelling, which are

removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Lot or Dwelling shall be deemed to be part of the Lot. Each Lot shall be assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency. A Lot may also be referred to on the Plat Map as a Unit.

21. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot. A Lot Number may also be referred to as a Unit Number on the Plat Map.
22. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50.0%) percent of the total eligible number.
23. Manager shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.
24. Member, unless the context clearly requires otherwise, shall mean and refer to the Owner of a Lot, each of whom is obligated, by virtue of his ownership to be a member of the Association.
25. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.
26. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any Lot, but shall not mean or refer to a seller under an executory contract of sale.
27. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in a Lot, excluding 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.
28. Period of Declarant's Control shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) seven (7) years from the effective date of this Declaration, or (b) the Declarant executes and records a written Waiver of his right to control.
29. Permanent Resident shall mean and refer to anyone who resides in the Project for more than four (4) consecutive weeks or for more than eight (8) weeks in any

calendar year.

30. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

31. Phase shall mean and refer to a particular stage or area of development within the Project so designated by the Declarant.

32. Plat Map shall mean and refer to the "Plat Map (or Maps) of MAJESTIC HILLS" on file in the office of the County Recorder of Washington County, as amended or supplemented from time to time.

33. Project shall mean and refer to MAJESTIC HILLS.

34. Project Documents shall mean and refer to the Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.

35. Property shall mean and refer to all the land or real estate, improvements and appurtenances submitted to this Declaration.

36. Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, all-terrain vehicle (ATV), off-road vehicle (ORV), commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

37. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

38. Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants or lessees.

39. Residential Lot shall mean and refer to a Lot to be used for residential purposes, primarily for the construction of a Dwelling.

40. Single Family shall mean and refer to *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a

caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

41. Single Family Residence shall mean and refer to both the architectural style of a Dwelling and the nature of the residential use permitted.
42. Trust Deed for Assessments shall mean the deed of trust created by this Declaration in Article III, subsection 36(i) to further secure the Owner's obligations to pay Assessments and to provide the Owners with the power of non-judicial trust deed foreclosure provided for in Utah Code Ann. §57-1-19, *et seq.*, as amended from time to time.

II. SUBMISSION

The real property known as "Phase 1 and Phase 2", described with particularity on Exhibit "A", attached hereto and incorporated herein by this reference, is hereby submitted to the Declaration and sometimes referred to herein as the Property.

The Property is hereby made subject to, and shall be governed by the Declaration, and the covenants, conditions and restrictions set forth herein.

The Property is SUBJECT TO the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of way, encroachments, or discrepancies shown on or revealed by the Plat Map or otherwise existing; an easement for each and every Common Area and Common Facilities, including all equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Property; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such Common Area and Common Facilities, including all equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. 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:

1. **Description of Improvements.** The significant improvements contained in the Project include residential Lots, Buildings, Dwelling Units, Common Area, landscaping and view corridors, and play areas, to the extent the same are actually constructed by Declarant in Declarant's sole discretion. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the Plat Map.
2. **Description and Legal Status of the Property.** The Plat Map shows the type and location of each Lot and its Lot Number, which are reserved for the exclusive use of a Lot or Lot Owners, and the Common Areas and Facilities in the vicinity. All Lots shall be capable of being independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.
3. **Membership in the Association, Classes of Membership and Voting Allocations**
Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Lot Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association. The Association shall have two classes of membership – Class A and Class B – described more particularly as follows:
 - a. **Class A.** Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
 - 1) **One Vote.** Each Lot shall have one (1) vote;
 - 2) **Subject To Assessment.** No vote shall be cast or counted for any Lot not subject to assessment;
 - 3) **Multiple Owners.** When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.
 - 4) **Leased Lot.** Any Owner of a Lot which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.
 - b. **Class B.** Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B

Member shall originally be entitled to five (5) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership upon the happening of the earlier of the following (the "Event" or "Events"):

- 1) Lots Sold. Four (4) months after seventy five percent (75%) of the Dwelling Units constructed upon the Lots in the whole Project, have been sold and closed; or
 - 2) Seven Years. Seven (7) years from the effective date of this Declaration; or
 - 3) Election. When, in its sole discretion, Declarant so determines. From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned. Within forty-five (45) days of the occurrence of such event, the Declarant shall call a meeting, in the manner described in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.
4. Incorporation of the Association. The Association shall be in the form of a corporation. If for any reason the Association loses such status, the Board may re-incorporate or reinstitute the corporation without any additional approval required.
5. 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 Lot 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.
6. Permitted structures. the only building or structures permitted to be erected placed or permitted to be located on a Lot 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. All construction shall be of new materials; except that used block/brick may be used so long as it conforms to applicable building accordance with the zoning and building ordinances of the zoning and building ordinances of the City of Washington, Utah.
7. Minimum Area. The minimum total square footage of living area above the street elevation and located within the area of the foundation for any residential

dwelling constructed on any Lot within the subdivision exclusive of porches, balconies, patios and garages shall be not less than 2800 square feet. The Square footage of the rooms in walkout basement that are adjoined by a full height exterior wall shall count towards total square footage. The square footage of full basements may not be included when determining total square footage of any living area.

8. **Exterior Construction Materials.** Exterior construction materials shall be stone, stone veneer, brick or brick veneer, stucco, Wood, Smartside, Hardi-board, Aluminum siding, illuminative or reflective materials are prohibited.
9. **Roof Materials.** Roof materials may be tile or slate, standing seam metal, TPO, or other products in harmony with the design of the home, and may be in colors, which blend with the balance of the exterior of the structure.
10. **Dome Structure.** Dome structures of any type are not allowed.
11. **Construction Hours.** No construction shall take place between the hours of 7:00 PM and 6:00 AM.
12. **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 nine (9) months after such commencement.
13. **Building Materials Storage.** No Lot, 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.
14. **Landscaping.** Prior to occupancy, the owner of a Lot must have substantially completed the front landscaping of such Lot.
15. **Excavations.** Except for excavations for an approved foundation, basement, or swimming pool, no excavations or removal of dirt are permitted on any Lot below the present grade of such Lot.
16. **Soils Test.** The Lot owner is strongly encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction.
17. **Damages.** Any damage inflicted on existing improvements including curbs, gutters, streets, concrete sidewalks and such, by the Lot owner and/or their agents

must be repaired as soon as possible after such damage is discovered. The expense if such repair shall be borne by the Lot owner.

18. Rights of Owners. Except as may be specifically set forth in the Project Documents, neither the Declarant nor the Members may adopt any Rules and Regulations in violation of the following provisions, though where not specifically provided for otherwise the following provisions may be altered by an amendment to this Declaration if permitted by law:

- a. Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.
- b. Household Composition. No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Declaration limits residency in a Dwelling to a Single Family.
- c. Activities Within Lots. No rule shall interfere with the activities carried on within the confines of Lots, except that the Owners may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Lot, or that create any unreasonable sound or annoyance.
- d. Allocation of Burdens and Benefits. No rule shall alter the basis for allocation of financial burdens among various Lots or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the use of the Common Area, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, violate Project Documents, or fail to pay assessments. This provision does not affect the right to increase the amount of Assessments.
- e. Alienation. Subject to the restrictions found in Section 18 herein, no rule shall prohibit the leasing or transferring of any Dwelling or require consent of the Association or Declarant for leasing or transferring of any Lot.
- f. Reasonable Rights to Develop. No rule, amendment to this Declaration, shall unreasonably impede Declarant's right to develop in accordance with the Master Plans, including, but not limited to, the rights of the Declarant

as set forth herein.

- g. Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any Person. The Project shall be used only for residential purposes, except as expressly set forth below, and the Common Areas shall only be used in a manner consistent with the residential nature of the Project.
- h. Joint or Common Utility Easements with Neighboring Subdivisions, Projects or Developments. The Declarant for itself and/or its successors in interest (including but not limited to the Association), hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or to convey to owners or developers of adjoining subdivisions, projects or developments any and all reasonable and necessary utility easements or rights of way for gas, water, power, sewer, storm drain systems or the like under, over, across or through the Project.

19. Restrictions and Limitations of Use. The use of the Lots is subject to the following limitations and restrictions:

- a. Parties Bound. All provisions of the Project Documents, including without limitation the Declaration, Bylaws, and Rules and Regulations shall be binding upon all Owners, Residents and Permanent Residents, and their family members, guests, visitors, invitees, and employees.
- b. Nuisance. It shall be the responsibility of each Owner and Resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:
 - 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Lot or the Common Areas;
 - 2) The storage of any item, property or thing that causes any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
 - 3) The storage of any substance, thing or material upon any Lot or in the Common Areas that emits any foul, unpleasant or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the

other residents at the Project;

- 4) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
 - 5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
 - 6) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
 - 7) Creating or allowing an unreasonable amount of noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 5:00 a.m., and
 - 8) Violation of U.C.A., Section 78-38-9 (1999) (i.e., drug houses and drug dealing; gambling; group criminal activity; prostitution; weapons; parties), as it may be amended or supplemented from time to time.
- c. Signs; Unsightly Work and Unkempt Conditions. No "For Sale" or "For Rent" or other signs or banners are permitted in the Common Area. Activities which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Project.
- d. Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.
- e. Subdivision of a Lot. No Lot shall be subdivided or partitioned.
- f. Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti, within the common area is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

- g. Trees, Shrubs and Bushes. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas.
- h. Business Use. No Business Use or Trade may be conducted in or from any Lot unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements for the Project; and (c) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project.
- i. Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:
- 1) No motor vehicle shall be parked in such a manner as to inhibit or block access to a Building, driving lane, parking space, driveway, garage, entry, exit, or parking area.
- j. Window Coverings. No-aluminum foil, newspapers, reflective film coatings, sheets, bedspreads, or any other similar materials may be used to cover the exterior windows of any residential structure on a Lot.
- k. Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets

may not be tied or tethered in the Common Area or left unattended in the Common Area.

- l. **Vegetation.** Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution are prohibited.
 - m. **Electronic Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on the Property.
 - n. **Erosion, Dust or Pollen.** Behavior which causes erosion or unreasonable amounts of dust or pollen is prohibited.
 - o. **Insurance.** Home Owners are required to maintain adequate insurance coverage in order to replace and repair structure and Landscaping.
 - p. **Laws.** Nothing shall be done or kept in, on or about any Lot or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
20. **Lease Restrictions and Limitation of Lot Ownership.** No owner shall be permitted to lease his Dwelling for short term, transient, hotel, vacation, seasonal or corporate purposes, which for purposes of this Section shall be deemed to be any rental with an initial term of less than six (6) months. Daily or weekly rentals, and rentals for less than 30 days, are prohibited.
21. **View Impairment.** Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot, from adjacent Building will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.
22. **Relationship with Tax-Exempt Organizations.** The Association may create, enter into agreements or contracts with, grant exclusive and/or non-exclusive easements over the Common Area to, or transfer portions of the Common Area to non-profit, tax-exempt organizations for the benefit of the Project, the Association, its Members and Residents. The Association may contribute money, real or personal property, or services to any such entity. Any such contribution shall be a Common Expense of the Association and shall be included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt

organization” shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, as may be amended from time to time.

23. The Maintenance Responsibility of the Owners. Each Owner shall maintain, repair and replace his Lot, Dwelling Unit, and parks strip directly in front of or behind lot and all other landscaping and physical improvements to his Lot and not part of the Common Area of Responsibility (the “Area of Personal Responsibility”). Each Owner or Resident shall keep his patio, balcony, deck, driveway, and parking and storage spaces broom clean, tidy, and uncluttered in accordance with this document.

24. Standard of Care – Generally. The Property shall be maintained in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition, consistent with the Community Wide Standard.

25. Standard of Care – Landscaping. All front yard landscaping shall be completed within 6 months of substantial completion of the residence. All landscaping shall be maintained in a neat and orderly condition.

26. Alterations to the Common Area. Anything to the contrary notwithstanding and until the termination of the Period of Declarant’s Control, the Declarant may make changes to the Common Area without the consent of the Owners. No Owner or Resident may at any time modify the drainage patterns or systems, landscaping.

27. Declarant. During the Period of Declarant Control, the following shall apply: (1) The Declarant, builder, contractor, investor, or other person or entity who purchases a Lot for the purpose of constructing improvements thereon for resale to an Owner, shall pay no assessment unless a Dwelling Unit constructed on a Lot is occupied for a residence on a permanent or part-time basis, provided that Declarant or its assigns shall have the obligation to subsidize the Association until control of the Association passes to the Owners; (2) Subsidization shall be defined as the payment of the reasonable cash needs of the Association for ordinary and necessary maintenance expenses and a reasonable contribution to reserves; (3) In no event, however, shall the subsidy exceed the monthly or annual assessments; (4) This obligation may be satisfied in the form of a cash subsidy or by “in kind” contributions of services or materials, or a combination of these; and (5) The Declarant shall not be subject to Special or Individual Assessments.

28. Declarant’s Sales Program. Anything to the contrary notwithstanding, for so long as Declarant continues to own any of the Lots, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligations of an Owner to pay Assessments, except as herein otherwise provided, as to each Lot owned by Declarant in

accordance with the Declaration. Until the Declarant has sold all of its Lots or seven years from the date of recording of this Declaration, whichever first occurs (the "Sale's Events Period"), the Association, shall interfere with the completion of improvements and sale of all remaining Lots, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots owned by Declarant:

- a. Sales Office and Model Dwellings. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Dwellings at any one time. Such office and/or models may be one or more of the Lots owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;
 - b. Promotional. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property.
 - c. Common Area Use. Declarant shall have the right to use the Common Areas of the Project.
 - d. Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Until 120 days after the expiration of the Sale's Events Period, Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.
29. Completion Obligation. Declarant hereby covenants in favor of each Owner that within two (2) years from the date of any contract of sale:

- a. Lots. Each Lot which an Owner has contracted to purchase and the Building within which such Lot is contained or is to be contained, and the appurtenant Common Area, shall be substantially constructed and ready for use or occupancy (as the case may be), and
- b. Common Area. There shall be substantially completed and usable as part of the Common Areas all planned landscaping, green space, sidewalks, parking facilities, roads, fences, outdoor lighting, other Common Area improvements shown on the Plat Map, and utility lines and conduits adjacent to the Lot or Building in which a Lot is located, and necessary for

its use.

30. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Buildings in the Project, title to which is vested in Declarant, shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

31. Expansion of the Project.

- a. Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Lots in the Project. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire seven (7) years from the date following the first conveyance of a Dwelling in Phase 1 unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven (7) years. Such right may be exercised without first obtaining the consent or vote of Lot Owners and shall be limited only as herein specifically provided. Such Lots shall be created on any or all portions of the Additional Land.
- b. Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Washington County, Utah, no later than seven (7) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Lots, together with supplemental Map or Maps containing the same information with respect to the new Lots as was required on the Map with respect to the Phase 1 and Phase 2 Lots. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.
- c. Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Lots after such

expansion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Washington County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots in the Project rights to use the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Lot in the Project as it existed, interest so acquired by the Owner of the Lot encumbering the new Common Areas added to the Project as a result of such expansion.

d. Declaration Operative on New Lots. The new Lots shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Lots therein shall be subject to the incidents of common ownership with all the provisions and protective covenants as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Washington County Recorder.

e. Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Lots created must be restricted to multi-family residential housing limited to one family per Dwelling Unit.

2) Portions of the Additional Land may be added to the Project at different times without any limitations.

3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land through the easement areas as shown on the Plat Map. The Owners shall not allow anything to be built upon or interfere with said easement areas.

4) No assurances are made concerning:

1. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.

2. Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the

common facilities, Buildings and Lots will be comparable to the Phase 1 and Phase 2 facilities on a per Lot basis and will be of a similar quality of materials and construction to Phase 1 and Phase 2.

3. Whether any Lots created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Lots will be constructed of an equal or better quality of materials and construction than the Lots in Phase 1 and Phase 2.
 4. Type, size, or maximum number of Common Areas which may be created within any portion of the Additional Land added to the Project.
 - 5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of this Declaration; (b) the creation, construction, or addition to the Project of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, or any Property.
32. Combination of Lots. An owner of two (2) or more adjoining Lots shall have the right upon approval of the Declarant and the mortgagees of said Lots, to combine one or more adjoining Lots or portions thereof and to alter or amend the Declaration and Plat Map to reflect such combination.
- a. Such amendments may be accomplished by the Lot Owner recording an amendment or amendments to this declaration, together with an amended Plat Map or Plat Maps containing the same information with respect to the altered Lots as required in the initial Declaration and Plat Map with respect to the initial Lots. All costs and expenses required in such amendments shall be borne by the Lot Owner desiring such combination.
 - b. All such amendments to the Declaration and Plat Map must be approved by attorneys employed by the Association to insure the continuing legality of the Declaration and the Plat Map. The cost of such review by the attorneys for the Association shall be borne by the person wishing to

combine the Lots. Combined Lots shall still pay assessments and have voting rights as though the Lots were separate.

- c. Any amendments of the Declaration or Plat Map pursuant to this paragraph shall reflect the changes occasioned by the alteration.

33. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

34. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Owners, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

35. Enforcement and Right to Recover Attorneys Fees. Should the Home Owners Association be required to take action to enforce the Declaration, Bylaws or any administrative Rules and Regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue

- a. without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Project Documents; and
- b. levying Individual Assessments or Additional Charges to cover costs incurred by the Association to bring a Lot or Lot Owner into compliance.

36. Government Financing. Anything to the contrary notwithstanding, if any financing or the guaranty of any financing on a Lot is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Owners (FNMA), Government National Mortgage Owners (GNMA) or the Veterans Administration (VA), the right of the Owners to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities and similar or related purposes, and the termination of the legal status of the Project for reasons other than substantial destruction or condemnation of the property, nor material amendment to the Declaration, or merger, may become effective, as to said Agencies, without their prior express written consent.

37. Term. This Declaration, including its amendments and supplements, shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50.0%) of the Eligible Votes of the Members of the Association determines that this Declaration shall terminate.

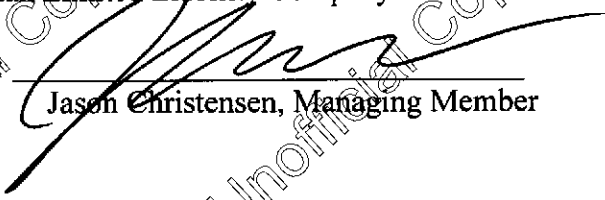
38. Action of Members. Any action allowed or required to be taken by the Members under this Declaration may be taken (i) at a meeting where Members are represented in person, by proxy or by ballot, (ii) by written consent without a meeting, or (iii) by ballot as the Bylaws may allow.

39. 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 26th day of Nov, 2018.

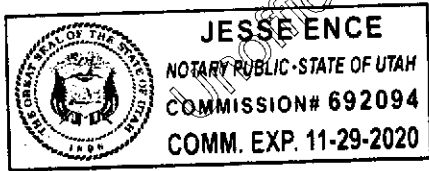
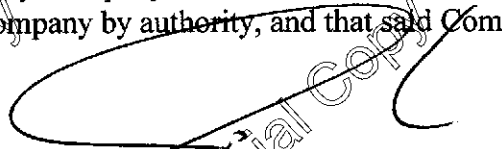
DECLARANT:

MAJESTIC HILLS DEVELOPMENT, LLC
a Utah Limited Liability Company

BY 
Jason Christensen, Managing Member

STATE OF UTAH)
)ss:
COUNTY OF WASHINGTON)

On the 26 day of November, 2018, personally appeared Jason Christensen who by me being duly sworn, did say that he is Managing Member of Majestic Hills Development, 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.



NOTARY PUBLIC
Residing at St George
My Commission Expires: 11/29/20

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY
(Phase 1 and Phase 2)

The Land described as Phase 1 in the foregoing document is located in Washington County, Utah and is described more particularly as follows:

MAJESTIC HILLS, PHASE 1, according to the official plat thereof, on file and of record in the office of the Washington County Recorder.

BEGINNING AT A POINT N 00°43'36" E 1326.29 FEET ALONG THE CENTER SECTION LINE AND N 89°26'11" W 665.38 FEET ALONG THE 1/16TH LINE FROM THE SOUTH 1/4 CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING LOCATED ON THE SOUTH BOUNDARY OF THE GALILEE HEIGHTS SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; RUNNING THENCE N 89°26'11" W 665.37 FEET ALONG THE 1/16TH LINE, SAID LINE ALSO BEING THE SOUTH BOUNDARY OF THE GALILEE HEIGHTS SUBDIVISION, TO A 1/16TH CORNER; THENCE S 00°31'30" W 752.44 FEET ALONG THE 1/16TH LINE; THENCE N 50°21'45" E 176.78 FEET TO A POINT ON A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N 70°55'55" E; THENCE SOUTHEASTERLY 36.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°12'22"; THENCE S 28°16'27" E 53.15 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 4.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'29" TO THE POINT OF CURVE OF A 819.50 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS S 30°24'04" E; THENCE NORTHEASTERLY 175.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°16'47"; THENCE N 18°07'18" W 117.65 FEET TO A POINT ON AN 890.17 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S 19°23'07" E; THENCE NORTHEASTERLY 173.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'33" TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS COMPOUND CURVE; THENCE SOUTHEASTERLY 18.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°44'17" TO THE POINT OF CURVE OF A 50.00 FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY 129.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 148°24'24"; THENCE N 70°36'25" E 105.31 FEET; THENCE N 00°37'33" E 413.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.90 ACRES MORE OR LESS.

The Land described as Phase 2 in the foregoing document is located in Washington County, Utah

and is described more particularly as follows:

MAJESTIC HILLS, PHASE 2, according to the official plat thereof, on file and of record in the office of the Washington County Recorder.

BEGINNING AT A POINT N 00°43'36" E 627.24 FEET ALONG THE CENTER SECTION LINE AND N 90°00'00" W 664.18 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING LOCATED ON THE SOUTH BOUNDARY OF THE PROPOSED 3650 SOUTH RIGHT-OF-WAY; RUNNING THENCE N 89°22'56" W 64.38 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A 719.50 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 575.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°50'33"; THENCE S 44°46'31" W 119.25 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE 1/16TH LINE; THENCE N 00°31'30" E 256.33 FEET ALONG THE 1/16TH LINE; THENCE N 50°21'45" E 176.78 FEET TO A POINT ON A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N 70°55'55" E; THENCE SOUTHEASTERLY 36.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°12'22"; THENCE S 28°16'27" E 53.15 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 4.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'29" TO THE POINT OF CURVE OF A 819.50 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS S 30°24'04" E; THENCE NORTHEASTERLY 175.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°16'47"; THENCE N 18°07'18" W 117.65 FEET TO A POINT ON AN 890.17 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S 19°23'07" E; THENCE NORTHEASTERLY 173.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'33" TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS COMPOUND CURVE; THENCE SOUTHEASTERLY 18.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°44'17" TO THE POINT OF CURVE OF A 50.00 FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY 129.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 148°24'24"; THENCE N 70°36'25" E 105.31 FEET; THENCE S 00°37'33" W 292.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.16 ACRES MORE OR LESS.