



**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR THE HOMESTEADS AT STUCKI FARMS PHASE I**

This Declaration of Covenants, Conditions, & Restrictions regulating the control and use of the development of certain real property as hereinafter described is made to be effective this 20 day of January 2016 by South Landing Development, LLC, of P.O. Box 4099, Jackson, Wyoming 83001, hereinafter referred to as "Declarant,"

**WITNESSITH**

WHEREAS, Declarant is the Owner of all the Real property Described on Exhibit "A" attached hereto and by this reference made a part hereof, , which real property comprises a part of the real property comprising the Stucki Farms Planned Community Development and the Development Agreement therefor, approved by Washington City, Utah as a Planned Community Development; and

WHEREAS Declarant intends to Develop and Plat the real property described on Exhibit "A" with the Plat thereof to be recorded contemporaneously with this Declaration of Covenants Conditions and restrictions following approval by Washington City.

NOW, THEREFORE, Declarant hereby declares that all of the real property described herein and on the Plat for the Homesteads at Stucki Farms, Phase 1 and the Homesteads at Stucki Farms Phase 1 shall continue to be subject to this Declaration of Covenants, Conditions, & Restrictions for The Homesteads at Stucki Farms Phase I and the real property described on **Exhibit A** attached hereto shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part thereof.

**ARTICLE I - DEFINITIONS**

Section 1. "Association" or "Home Owners Association" shall mean and refer to The Homesteads at Stucki Farms Home Owners Association, a Utah Non-Profit Corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein and to administer and govern the use of the "Common Area" and "Open Space."

Section 3. "Common Area" shall mean all real Property owned by the Association and designated on a Plat as Common Area and shall be for the common

use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is as denoted on the Plats of The Homesteads at Stucki Farms, Phase 1A, Phase 1 to be recorded, contemporaneously herewith.

Section 4. "Common Services" shall mean Common Area and Open Space Landscaping and sign maintenance and any other services required by this Declaration, the Plats or that may be required by Washington City.

Section 5. "Declarant" shall mean and refer to South Landing Development, LLC, of PO Box 4099, Jackson, Wyoming 83001, the Owner of the Property and its successors and assigns of Declarant's rights hereunder.

Section 6. "Development" shall mean any significant alteration of the natural land surface, and all buildings, Structures or other site improvements placed on the land to accommodate the use of a Lot.

Section 7. "Development Agreement" shall mean that Development Agreement between the Groves, LLC and Washington City and assigned and transferred to Declarant for the development of the Property that comprises the Stucki Farms Planned Community Development as approved by Washington City

Section 8. "Lot" shall mean and refer to any of the single family residential plots of land as described and depicted on any Plat of The Homesteads at Stucki Farms.

Section 9. "Master Plan" shall mean that Master Plan for Stucki Farms Planned Community Development as approved by Washington City.

Section 10. "Open Space" shall mean all real Property owned by the Association and designated on the Plats as Common Area and shall be for the common use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is as designated on the Plats of The Homesteads at Stucki Farms, as recorded.

Section 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plats" shall mean the subdivision plats of The Homesteads at Stucki Farms, Phase 1 approved by Washington City and previously recorded or to be filed contemporaneously with this Declaration.

Section 13. "Property" shall mean and refer to that certain real Property known as The Homesteads at Stucki Farms, Phase 1A and Phase 2 and the Property

described on **Exhibit "A"** and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized Structures on such Lot are accessory.

Section 15. "Structure" shall mean anything built or placed on the ground, including fences and walls.

Section 16. "The Homesteads at Stucki Farms shall mean and refer to the subdivision or Development known as The Homesteads at Stucki Farms comprised of lands subject to the Plats.

## **ARTICLE II - DESIGN STANDARDS**

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each Lot. The intent of the Declarant in establishing these covenants is to create and maintain a recreational and residential area with an atmosphere and charm entirely compatible with the natural environment of Stucki Farms, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of this Development. In considering applications, the Site Committee will regard compatibility with site characteristics as the primary and foremost design objective. The Development shall not dominate its surroundings, but rather should be subservient to them. The total mood should be predominance of materials and colors in the Structures which assure harmony with the colors and textures of the natural environment.

### Section 2. Design Character.

- (a) All improvements shall be of new construction. Prebuilt or modular construction shall not be permitted.
- (b) Exterior materials shall be new material except for architectural detailing which may utilize used materials. Materials shall be limited to Rock or Stucco or similar as approved by the Site Committee provided that architectural detailing may be of wood or other materials approved by the Site Committee. Under no circumstance shall an exterior wall of any building be of plastic, metal, T 1 11 plywood, exposed cinder, or other lightweight aggregate block, reflective metal, nor shall any roof be of plastic, reflective metal or any other kind of metal other than that expressly stated below.

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- (c) Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (d) Exterior wall colors shall be subdued earth tone pastels and shall not include white, black or any primary color. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Site Committee for approval.

**Section 3. Building Design.**

- (a) Not more than one single family Residence which shall include an attached two-car or larger garage shall be constructed on any residential Lot provided that on Lots that are 15,000 sq. feet or larger an attached "Casita" or guest house may be constructed that does not exceed 850 sq. feet.
- (b) All buildings shall be constructed within the set-back lines as follows:
  - 1. Front or street side setbacks shall be a minimum of twenty (20) feet. For corner Lots having frontage on two streets, the setback shall be twenty (20) feet from each frontage street.
  - 2. Rear yard setbacks shall be a minimum of ten (10) feet.
  - 3. Side yard setbacks shall be a minimum of eight (8) feet.
- (c) The minimum floor area of any single family Residence shall be not less than 1,800 square feet on the ground floor exclusive of any garage, basement or unenclosed porches or decks and the maximum floor area exclusive of such Structures shall be 5,000 square feet. Each principal residential Structure shall have, as a minimum, an attached two-car garage. All Development shall, in addition, comply with the requirements of Washington City as they shall exist from time to time.
- (d) The maximum building height of any Structure shall not exceed 24 feet on Lots 1, 2, and 10 through 24 and 29 feet on Lots 3 through 9. All heights shall be measured at any cross section of the Structure from undisturbed original grade to the highest point of the Structure immediately above. Minor projections such as chimneys or other Structures not enclosing habitable space shall be excluded in determining the maximum heights. One and one-half story Structures are allowed and two-story Structures are prohibited.
- (e) Roofs on Lots 1, 2 and 10 through 24, shall have a minimum pitch of four feet in twelve feet and a maximum pitch of eight feet in twelve feet. Roofs

on Lots 3 through 9 shall have a minimum pitch of 4/12 and a maximum pitch of 10/12. All primary roofs shall have a minimum overhang of one (1) foot. Solar collectors shall not be considered to be roofs. Roofs shall be tile or concrete material.

- (f) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 6" above finished grade, unless approved by the Site Committee.
- (g) Construction of a single family Residence shall commence within 1 year of the conveyance of the Lot to a Buyer unless an extension is granted by the Site Committee for good cause shown. In the event of an approved extension the owner shall be responsible for maintaining the Lot free of all weeds and refuse and may be assessed reasonable amounts determined by the Site Committee upon commencement of construction for street and sidewalk repairs, maintenance and cleaning and for general construction nuisance. All construction shall be completed within one (1) year of the date of commencement and all landscaping shall be completed within three (3) months of the date of the Certificate of Occupancy for the Residence by Washington City unless these time limits are extended by the Site Committee for good cause shown, sufficient in the sole discretion of the Site Committee.

#### Section 4. Site Design.

- (a) No building or Structure shall be erected or permitted to remain on any Lot other than within the required setback.
- (b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of eight feet a minimum fall of one and one-half inches in ten feet shall be provided at the perimeter of all buildings which have impervious surfaces and three inches in ten feet for pervious surfaces. No grass, water features or ponds shall be permitted within four (4) feet of any Structure.
- (c) Fencing shall comply with the following requirements:
  - 1. Boundary walls shall be constructed on three sides of each lot. Boundary walls shall be masonry or concrete construction or a combination of masonry and decorative metal as approved by the Site Committee. Each Lot Owner, with the exception of Declarant for Lots owned by Declarant, shall be responsible for the construction and payment of the cost of constructing one-half (½) of the wall required on the rear boundary and each side boundary of the Lot. Anything herein above to the contrary notwithstanding, for

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Lots situated on corners, the Lot Owner shall be responsible for the construction of and cost of installing any fence constructed on any street side of such Lots. All walls shall be a maximum of 6 feet high. All such Boundary Walls shall comply with Washington City standards. That portion of any Boundary Wall that extends below finished ground level on either side of the wall must be constructed of concrete or concrete blocks and that portion that is below finished grade must be coated with a water proof coating.

2. No boundary fences, other than approved Boundary Walls, are permitted around the exterior Lot lines of any Lot, or around the perimeter of any building envelope. The following are the only fences permitted on any Lot, which fences shall be within the building envelope:

(i) Privacy fences shall be permitted immediately adjacent and contiguous to Structures, provided that the construction and location shall have been approved by the Site Committee;

(ii) Fences around tennis courts or swimming pools are permitted provided that the size and construction type shall have been approved by the Site Committee;

(iii) A dog run shall be permitted provided that the size, construction and location shall have been approved by the Site Committee.

(d) Exterior lighting fixtures shall not cause glare to any adjacent Lot.

(e) Utilities shall be installed underground. All air-conditioning or heating system condensers and equipment shall be screened from any street.

(f) All lots shall be fully landscaped, both front and back. All landscaped areas shall be maintained by the Lot Owner through the Homeowners Association. The Homeowners Association shall have the right to maintain all landscaped areas, both front and back yards, and to assess the Homeowners for the service provided in the same manner as Common Area Maintenance is accomplished by the Association provided, however, that the Board of the Homeowners Association may elect, at any time, to cease and terminate all responsibilities for maintenance for the fronts and/or rears of any Lot. Cessation or Termination of landscaped maintenance of the front and/or rear of any Lot shall not relieve any Lot Owner from the obligation to see that such landscaped areas are properly and continuously maintained in a neat and orderly manner.

- (g) Irrigation water control boxes and valves shall be installed on the exterior of each house or garage to assure accessibility by parties or entities maintaining the landscaping for that Lot.

### **ARTICLE III - USES AND RESTRICTIONS**

**Section 1. General Restrictions.** The following general restrictions shall apply to all land:

- (a) No building, Structure, sign, fence, boundary wall, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any Structure, Lot or tract, and no excavation or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be erected, placed, done or permitted to remain on any Structure, Lot or tract until the plans, specifications and exterior material samples and color selections therefor and landscape plan have been approved in writing and a building permit has been issued by the Site Committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and a complete landscape plan for the entire Lot. Plans and elevations shall clearly show all external features and materials for all Structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show trees and shrubs, plantings, lawn areas, areas to be irrigated, berming, and other features. Specifications shall describe all exterior finishes.
- (b) A reasonable sum not to exceed TWO HUNDRED DOLLARS (\$200.00) for each residential Lot shall be established by the Site Committee and shall be submitted, along with the proposed building, landscape, site or alteration plans to the Site Committee to cover the expenses of reviewing said plans. In addition, the Contractor undertaking the construction of any improvements on any Residential Lot shall be required to post with the Site Committee a FIVE HUNDRED DOLLAR (\$500.00) Clean-Up Deposit to assure that the building and construction site shall, at all times, be maintained in a clean and orderly condition consistent with the work being undertaken on the Lot and the removal of all construction equipment and construction debris from the subdivision upon completion of construction. The Clean-Up Deposit may be used to accomplish a final clean up

following completion of construction and any unused portion shall be returned to the contractor after final inspection by the Site Committee.

- (c) Two copies of any proposed plans and related data shall be furnished to the Site Committee, one of which may be retained by the Site Committee for its records. Any approval given by the Site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

**Section 2. Residential Area; Uses; Restrictions.**

- (a) Each residential Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such Residence; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:
  - 1. Any artist, artisan or craftsman from pursuing his artistic calling upon the Lot or dwelling unit owned by such artisan if such artist, artisan or craftsman also uses such Lot or dwelling unit for residential purposes, is self-employed and has no employees working on such Lot or in such dwelling unit, and does not advertise any product of work or art for sale to the public upon such Lot or dwelling unit.
  - 2. The leasing or renting of any Lot from time to time by the Owner thereof for periods of not less than thirty (30) days for each occupancy period, subject, however, to all of the restrictions as may be reasonably adopted from time to time by the Association.
- (b) Each residential Lot, and any and all improvements from time to time located thereon, and all landscaping shall be maintained by the Owner thereof in good condition and repair, free of unconfined refuse and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
- (c) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in The Homesteads at Stucki Farms are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Homesteads at Stucki Farms. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used

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exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.

- (d) Except as otherwise provided in this paragraph, no domestic animals or fowl shall be maintained on any Lot other than not more than two dogs and/or two cats or other generally recognized house or yard pets. Dogs shall at all times be restrained or leashed and dogs and other allowed pets shall be subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. If any animals are caught or identified chasing or otherwise harassing people or other animals, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than one hundred dollars (\$100.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing people or other animals on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than two hundred fifty dollars (\$250.00) per animal, plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing animals or people shall have a right or cause of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.
- (e) No signs, including but without limitation, commercial, and similar signs, visible from neighboring Property, shall be erected or maintained upon any Lot, except:
1. Such signs as may be required by legal proceedings.
  2. Standardized residential identification signs of a combined total face area of three (3) square feet or less for each Residence, and signs used in connection with facilities of a directory, informational or instructional nature.
  3. During the time of construction of any Residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen.
  4. Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such signs for the use

- of Owners such signs shall be used. All such signs shall be setback a minimum of ten (10) feet from the front property line and for corner Lots the setback shall be from each street property line.
5. Temporary Directional and Identification signs and maps as may be placed by or at the direction of Declarant on property owned or controlled by it.
  
  5. Such residential identification signs to be placed in Common Areas associated with each living unit area, as the homeowners within that area determine appropriate and feasible.
  
  - (f) No house trailer, mobile home, recreational vehicle, tent, teepee or similar facility or Structure shall be kept, placed or maintained upon any Lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Site Committee.
  
  - (g) No basement or Structure on any tract may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the approved plan and building permit and it has been substantially completed and sanitary facilities and utilities permanently installed. No tent, shack or other such building or Structure erected on a tract shall at any time be used as a Residence, temporarily or permanently.
  
  - (h) No trailer of any kind, no recreational vehicle or truck camper which has been removed from the truck, nor any boat shall be kept, placed or maintained upon any Lot or in any street right-of-way in such a manner that such trailer, recreational vehicle, truck camper or boat is visible from neighboring Property, unless the same is approved as a temporary construction facility as provided above.
  
  - (i) No accessory Structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the main Structure of the Residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main Structure
  
  - (j) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring Property. The collection and disposal of garbage and trash shall be in

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strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector.

- (k) Outside clothes lines or other outside clothes drying or airing facilities shall be prohibited.
- (l) There shall be no exterior fires whatsoever except for fires contained within receptacles therefor and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles.
- (m) The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.
- (n) No mining or other mineral extraction or Development activities shall be permitted on any Lot, including the removal of gravel or sand; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.
- (o) Lot Owners shall take all actions necessary to control noxious and all other weeds. Because the timing for effective control of noxious and other weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious and other weeds without any liability for trespass. In the event that the Board provides for weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board.
- (p) No motorcycle, or any other similar device, shall be operated on any Lot including Common Area Lots for recreational purposes. Motorcycles or similar vehicles may be used for access to and from residential Structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

- (q) No playground equipment such as, but not limited, to trampolines or swing sets shall be permitted within any required front yard setback.
- (r) No Owner shall fail or neglect to provide ongoing exterior maintenance for all improvements, Structures or landscaping. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with general concepts for desirable residential Developments. In the event any Owner shall fail or neglect to provide such exterior maintenance, and the Association is not otherwise providing such maintenance the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within Thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty day period, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount of the cost thereof shall be due and payable within Thirty (30) days after the Owner is billed therefor. Such entry on the tract by the Association shall not be deemed a trespass.

#### **ARTICLE IV - ADDITIONAL COVENANTS/COMMON AREA-OPEN SPACE**

Section 1. Use of Common Area and Open Space Lots. No individual Property Owner shall have the right to occupy or possess any of the Common Area or Open Space designated on the Plat by reason of owning a Lot in The Homesteads at Stucki Farms. Each of the Owners is granted the use of the Common Area or Open Space for recreational purposes only, subject to rules and regulations from time to time adopted by the Board of Directors of the Association.

#### **ARTICLE V - SITE COMMITTEE**

Section 1. Site Committee; Organization. There shall be a Site Committee organized as follows:

- (a) The Site Committee shall consist of the Board of Directors of the Association for their respective terms of office unless and until the Board of Directors shall establish a Separate Site Committee

Section 2. Initial Site Committee. The members of the initial Site Committee shall be Karl S. Larson, Lori Kinsey, and Brady Pearce.

Section 3. Site Committee; Duties. It shall be the duty of the Site Committee to consider and act upon such proposals or plans submitted to it from time to time, to adopt Site Committee rules pursuant to Section 5 of this Article, and to perform such

other duties from time to time delegated to it by The Homesteads at Stucki Farms Covenants.

Section 4. Site Committee; Meetings; Action; Expenses. The Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Site Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Site Committee shall keep and maintain a record of all action from time to time taken by the Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Site Committee function.

Section 5. Site Committee Rules. The Site Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Site Committee Rules". A copy of the Site Committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Site Committee, shall be available for each Lot Owner requesting the same from any member of the Site Committee, and shall have the same force and effect as if they were a part of this Declaration. The Site Committee may record the same if deemed necessary.

Section 6. Non-Waiver. The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Site Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either (a) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the noncomplying improvements and/or work, and (2) set forth with particularity the cause

or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

**Section 8. Liability.** Neither the Site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the Development, or manner of Development, of any Property within The Homesteads at Stucki Farms, or (d) the execution and filing of an estoppel certificate pursuant to Section 7 above, of this Article, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Site Committee.

## **ARTICLE VI** **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Association Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

**Section 2. Voting Rights.** The Association shall have one class of voting membership. The members shall be all Owners, including the Declarant for Lots owned by it, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

## **ARTICLE VII** **STATUS OF OWNERS; BOARD OF DIRECTORS**

**Section 1. Legal Status.** The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to

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Property shall be acquired, held, dealt in and disposed of, and bank accounts shall be opened. Suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the Bylaws or by applicable law.

Section 2. Management of Association and Property. The management and maintenance of the Property and the business, Property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration and its articles and bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.

Section 3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of a member shall be three (3) years provided that for the initial Board one member shall be elected for one year and one member shall be elected for two years, and the third for three (3) years. Thereafter, all members shall serve for a term of three (3) years. The Board shall be elected by a majority vote of the members.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. Irrigation Water System Development, Maintenance and Operation. The Board of Directors is specifically authorized to develop and/or receive from the Declarant an irrigation water system for all Lots and to adopt any and all rules and regulations which may be necessary for the operation, maintenance, repair and replacement of such system and to levy special assessments for such purposes as set forth in these Covenants.

Section 6. Limited Liability of Board of Directors, etc. Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- (a) Shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

- (b) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;
- (c) Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
- (d) Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

**ARTICLE VIII**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- (c) Special assessments for irrigation water system operation, maintenance, repair and replacement.
- (d) Special assessments for landscaping maintenance if undertaken by the Association.
- (e) Annual or Special Assessments for Stucki Farms Master Association ("Master Association") as hereinafter set forth.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. The Board may adopt procedures for the filing of Liens for delinquent assessments and policies and procedures for the foreclosure of such Liens. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the entity or person who was the Owner of such Property at the time when the assessment fell due.



Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Area-Open Space, Irrigation Water System, Storm Water Management Systems including retention Facilities, Landscaping on Lots, and signage, if any, Master Association Open Space or Community Facilities, Association and Master Association employees' wages, mailing costs, insurance, and other related expenses incurred on behalf of the Association. Irrigation water system assessments, if any, shall be limited to those Lots benefited by such system and such assessment shall be differentiated in each billing.

Section 3. Budget. The Board shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the irrigation water system if applicable and Open Space or Common Area landscaping, improvements and equipment provided that any such assessment shall have the assent of one-half (1/2) of the members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessment related to an Irrigation Water System, if any, shall be assessed and voted on by only those Lots and members served by such a system.

Section 5. Water Meters. The Board of Directors, upon approval of one-half (1/2) of the members voting, with the vote being restricted to those Lots and members served by the irrigation water system, shall be authorized to install water meters for the purpose of basing assessments for irrigation water system operation, maintenance, repair and replacement on actual usage, with the cost of such installation of water meters to be borne by each individual Lot Owner.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the

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presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based on Lots and may be collected on a monthly basis. Lots upon which no Residence or other improvements (excluding boundary walls) have been constructed and which have not been sold by Declarant shall be assessed for, or required to pay, any regular assessments, until the earlier of sale or commencement of construction of a Residence or other improvements.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence, as to all Lots subject to assessment, on the first day of the month following the purchase closing. The first annual assessment thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

## **ARTICLE IX - GENERAL PROVISIONS**

Section 1. Lot Splitting; Consolidation; Subdivision.

- (a) Two or more contiguous Lots within The Homesteads at Stucki Farms may be combined, provided notice of intention to consolidate such Lots is filed with the Site Committee and all legal requirements for partial Plat vacation are met. Such consolidated Lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot except for the purpose of levying and collecting assessments.
- (b) No residential Lot within The Homesteads at Stucki Farms shall be split, divided or subdivided.
- (c) In those cases where an Owner has combined two or more Lots, but constructed only one single family Residence, that Owner shall be authorized to construct a guest house or guest houses not to exceed one (1) such guest house or houses for each Lot upon which no primary Residence is built. Such guest houses shall meet all requirements and standards for primary Residences, with the exception of minimum floor area.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area and Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to provide reasonable restrictions on the use of the Common Area or Open Space for the overall benefit of its members, including limitations on the number of guests permitted to use the Common Area, and restrictions or prohibitions on the use of motorized vehicles.

Section 3. Annexation of Additional Property. In furtherance of a phased Development of The Homesteads at Stucki Farms and other areas of Stucki Farms PCD and in accordance with the approval of the Final Master Plan for Stucki Farms Planned Community Development, Declarant reserves unto itself the right to add additional property that is within the approved Master Plan Area to these Covenants and subject such property to these Covenants at such time as Declarant in Declarant's sole discretion shall deem appropriate. Declarant, or its successors and assigns, may adopt this Declaration of Covenants, Conditions, & Restrictions for future filings or additions of real property by reference to this Declaration of Covenants, Conditions, & Restrictions for the Homesteads at Stucki Farms and the Owners of Lots in such additional property and future plat filings shall be members of the Homesteads at Stucki Farms' Owners

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Association, the same as all other members of the Association with respect to all rights, duties, and obligations of membership.

Section 4. Stucki Farms Master Association. Declarant shall establish, at a time determined in its sole discretion, a Master Association to be known as the "Stucki Farms Master Association" which shall be incorporated as a Utah Non-Profit Corporation. All Associations or Home or Business owners Associations that shall be established and incorporated pursuant to Covenants Conditions and Restrictions applicable to any portion of the Stucki Farms Planned Community Development in furtherance of the Development Agreement as such Development Agreement may be amended from Time to Time, shall be Members of the Stucki Farms Master Association. The Homesteads at Stucki Farms Home Owners Association shall have the right to elect no less than one Member of the Board of Directors of the Stucki Farms Master Association in accordance with the Bylaws adopted for the Stucki Farms Master Association hereinafter referred to as the "Master Association".

The Master Association shall have the Authority to Establish Assessments to be paid by its Members for operating expenses and for the Maintenance Operation and Control of Master Association Parks, Open Space and Facilities established for the benefit of all Member Associations and their respective Members for all such Open Space, Parks, and Facilities that are conveyed to it in the sole discretion of the Declarant or its Successors and Assigns.

Section 5. Notices; Documents; Delivery. Any notice or other document permitted or required by this Declaration to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the Site Committee at 1060 South Main Street, Suite 101B, St. George, Utah 84770; if to an Owner, then at any Lot within The Homesteads at Stucki Farms owned by the Owner; if to Declarant, at 1060 South Main Street, Suite 101B, St. George, Utah 84770; provided, however, that any such address may be changed from time to time by an Owner, by the Site Committee, or by Declarant by notice in writing, delivered to Association member.

**ARTICLE X**  
**ENFORCEMENT, DURATION AND AMENDMENT**

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions related to Open Space and Common Area maintenance may also be enforced by Washington City if they are not enforced by the Association.

Section 2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. Amendment. This declaration may be amended in whole or in part during the first twenty (20) year period by an instrument signed by Owners owning not less than seventy-five percent (75%) in area of the Property subject to those covenants, which instrument must be recorded in the Office of the County Recorder of Washington County, Utah. The foregoing notwithstanding, the Declarant shall have the right, during such time as it owns not less than thirty-five percent (35%) of the total area subject to these Covenants, either originally or by addition as authorized herein, to change or modify these covenants, and all Lots within The Homesteads at Stucki Farms excluding only those previously sold which do not join in such changes, shall be subject to the changes. Any amendment may include, but is not limited to, the establishment of a Master Association for Stucki Farms with the right to impose assessments and may require the Association to be a member of such Master Association. All such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Recorder of Washington County, Utah.

Section 4. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 5. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants of reservations,


or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Section 6. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 7. Variances. The Site Committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein. Any variances or adjustments of these conditions, covenants and restrictions granted by the Site Committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

In witness whereof I have hereunto set my hand to be effective as of the day and year first above written

South Landing Development, LLC a Wyoming  
Limited Liability Company

BY:   
Karl S. Larson, Manager

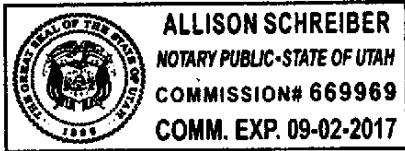
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STATE OF Utah )  
 )  
COUNTY OF Washington ) ss.

The foregoing instrument was acknowledged before me by Karl S. Larson, before me and to me known to be the person that executed the foregoing as Manager, of South Landing Development LLC, and acknowledged that he executed the foregoing as such manager in the name of and on behalf of said company this 20 day of January, 2014.  
2014

Witness my hand and official seal.



Allison Schreiber  
Notary Public  
My Commission Expires: 9-2-2017

First American Title Insurance Agency, LLC

08/05/2015  
Escrow No.: 363-5725586 (AS)

*Exhibit A*

**SCHEDULE C**

**Description**

The land referred to in this report is situated in the County of Washington, State of UT, and is described as follows:

PROPOSED PLAT OF THE HOMESTEADS AT STUCKI FARMS PHASE 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 1°03'08" EAST 859.58 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 2; THENCE NORTH 71°42'18" EAST 264.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF WASHINGTON FIELDS ROAD, POINT ALSO BEING ON A 1553.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS NORTH 71°42'18" EAST; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE 576.52 FEET THROUGH A CENTRAL ANGLE OF 21°16'12" TO A POINT ON A 3197.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; (2) THENCE ALONG THE ARC OF SAID CURVE 321.35 FEET THROUGH A CENTRAL ANGLE OF 5°45'33"; THENCE SOUTH 56°11'39" WEST 257.43 FEET TO A POINT ON A 2800.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 546.13 FEET THROUGH A CENTRAL ANGLE OF 11°10'31"; THENCE NORTH 44°58'52" WEST 225.00 FEET TO A POINT ON A 3025.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS SOUTH 44°58'52" EAST; THENCE ALONG THE ARC OF SAID CURVE 91.11 FEET THROUGH A CENTRAL ANGLE OF 1°43'33"; THENCE NORTH 4°41'19" WEST 83.89 FEET TO THE POINT OF BEGINNING.