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DOC # 20180049361

Restrictive Page 1 of 9
Russell Shirts Washington County Recorder
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South Landing Development, LLC
c/o Snow Jensen & Reece, PC
912 West 1600 South, Ste. B200
St. George, Utah 84770

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE COTTAGES AT THE VILLAGE AT STUCKI FARMS – PHASE 1**

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed this 17 day of April, 2018, by SOUTH LANDING DEVELOPMENT, LLC, a Utah limited liability company, hereinafter called "Declarant."

RECITALS

A. Declarant is the owner of certain real property located in the City of Washington, County of Washington, State of Utah, which is more particularly in Exhibit "A", attached and incorporated herein with this reference.

B. The property herein described has been platted and developed under the name of THE COTTAGES AT THE VILLAGES AT STUCKI FARMS – PHASE 1, said Official Plat having been recorded in the Office of the Washington County Recorder, State of Utah.

C. Declarant desires to provide for preservation and enhancement of the property values and amenities of the Property and for maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the properties described in Exhibit "A" to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.

DECLARATION

Declarant declares that all of the Property described herein shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, assessments, charges, and liens, and to the Plat Map recorded concurrently. This is for the purpose of protecting the value and desirability of said Property. This Declaration and the Official Plat shall be construed as covenants of equitable servitude which shall run with the land and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

The Property is located in the City of Washington, Washington County, State of Utah, and is more particularly described as set forth in Exhibit "A" hereto.

ARTICLE I
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment to Common Areas. Every Lot Owner shall have a right and easement of use and enjoyment including, but not limited to, the right of ingress and egress to and from his Lot and in and to the Common Areas, which easement is appurtenant to and passes with title to every Lot.

Section 2. Owners' Easements of Enjoyment to Limited Common Areas. Each Lot Owner is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas appurtenant to certain Lots and identified on the Official Plat of the Project. The exclusive right to use and occupy such Limited Common Areas shall be appurtenant to and shall pass with the title to every Lot with which it is associated. A Lot Owner's exclusive right of use and occupancy of Limited Common Areas reserved for their Lot shall be subject to and in accordance with the Declaration and Bylaws.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the homeowners' association to be known as The Cottages at the Villages Homeowners Association (hereafter the "Association"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Board of Directors. The Board of Directors shall initially consist of three (3) members. Declarant reserves the right to appoint the Board of Directors and to exercise all powers and responsibilities associated with the Board of Directors during the Declarant Control Period.

Section 3. Classes of Membership. The Association shall have two (2) classes of membership:

(a) Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B Member shall be Declarant and shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the date that the Declarant no longer owns or controls any of the real property comprising the Property, or any part thereof, for purposes of development.

The period of time prior to said date shall be referred to as the "Declarant Control Period."

(c) Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any such Owner, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Declarant (as applicable) and Members, for each Lot owned within the Property, hereby covenant, and 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 covenant and agree to pay to the Association (i) annual assessments, (ii) special assessments, and (iii) additional assessments as set forth in this Declaration or as provided by law. Assessments shall be levied, fixed, established and collected from time to time. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any assessment obligation otherwise described in this section, Declarant shall pay no assessment (annual, special or additional) unless a Unit owned by Declarant is constructed on a Lot and is occupied as a residence.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of taxes and insurance on the Common Areas; management and supervision of the Common Areas, including personal property owned by the Association; repair and maintenance of the Common Areas; funding the purchase of (i) personal property to be used by Association Members, and (ii) adjacent land to be used as Common Areas; establishing and funding a reserve to cover the repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

Section 3. Subordination of Lien to Mortgages. The lien created hereunder upon any Lot shall be subject and subordinate to and shall not affect the rights of the holder of the

indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Lot, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Lot who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Lot and the improvements appurtenant thereto free of any claims for unpaid assessment charges against said Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a share of such expenses or charge resulting from a reallocation of such assessment or charges to all Lots including the mortgaged Lot. Any first mortgagee, who obtains title to a Lot in the development pursuant to the remedies in the mortgage/deed of trust or through foreclosure of the mortgage/deed of trust or any other security instrument, shall not be liable for more than six (6) months of the Lot's unpaid dues or charges which have accrued before the acquisition of title to the Lot by the mortgagee through foreclosure. However, no such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 4. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All Properties dedicated to and accepted by any local public authority;
- (b) The Common Areas; and
- (c) Lots owned by Declarant, except for Lots owned by Declarant on which a unit is constructed which is occupied as a residence.

Section 5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to the streets or other Common Areas or Limited Common Areas from the activities of the City of Washington in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise, is in the City up to and including the meters for individual Units, and that they are installed and shall be maintained to City specifications.

ARTICLE IV **OPERATION AND MAINTENANCE**

Section 1. Maintenance by the Association. All areas maintained by the Association shall be maintained so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any Lot. The Association shall maintain the exterior landscaping on all lots and Common Areas, including all grass, shrubs, plants, and trees. The

Association shall also maintain, repair, set, and regulate all irrigation and sprinkler systems and shall have access to all such systems, including sprinkler timing devices and clocks.

Section 2. Maintenance by Owner. No Lot Owner shall be permitted to allow the accumulation of rubbish or other unsightly items on or around his Lot. In the event any Owner shall allow such an accumulation in a manner inconsistent with the terms of this Declaration as determined by the Board of Directors, the Association shall have the right to enter upon such Lot to clean up the Lot and exterior of the Living Unit. The cost of such clean up shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Utilities. Each Lot Owner shall pay for all utility services which are separately billed or metered to individual Lots, including water, sewer, garbage, electrical and telephone service as the same may be provided by the City of Washington or other party furnishing such service. The Board of Directors shall determine what additional utility services, if any, shall be included in the general utility services for which the Association will be responsible for payment as an Association debt.

Section 4. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property and the Common Areas are maintained and used in a manner consistent with the interests of the Owners. The Association also has authority to adopt a schedule of monetary fines that may be imposed on Owners for the willful violation of rules that have been duly adopted and published by the Association.

ARTICLE V EASEMENTS

Section 1. Minor Encroachments. Each Lot and the Common Areas shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as designed or constructed by the Declarant, as well as for the installation of necessary items or appurtenances of the living unit including, but not limited to, patios, heating/cooling units, eaves, etc. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. Utilities Easements. There is hereby granted and conveyed to the City of Washington, for the benefit of all public utility providers, their successors and assigns, a blanket easement upon, across, over and under all of the Common Areas, including Limited Common Areas, for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location or locations as said entity deems appropriate. By virtue of this easement, it shall be expressly permissible for the providing electrical, cable television and/or telephone company to construct and maintain the necessary equipment on said property and to affix and maintain

electrical, cable television and/or telephone wires, circuits and conduits on, across and under the Common Areas, including Limited Common Areas.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the streets and Common Areas, including Limited Common Areas, in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as (i) initially planned and approved by the Declarant, or thereafter approved by the Board of Directors, or (ii) as required by the City of Washington. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Easements for Ingress and Egress and Landscaping Maintenance and Repair. An easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Areas, including Limited Common Areas, and any Lot to perform the duties of maintenance and repair of the Unit, yard and landscape area, or Common Areas provided for herein.

Section 4. Easements by Declarant. Declarant reserves the right to enter upon, connect to, access, or otherwise make use of the streets, water lines, sewer lines, drainage lines, power lines and other utilities on the property in the process of developing new phases and/or adjacent properties.

ARTICLE VI USE RESTRICTIONS

Section 1. Residential Use. No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests.

Section 2. Fee Conveyed. Each Lot shall be conveyed as a separately designated and legally described freehold estate, the Owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or Declarant or its successors in interest, or any Owner shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Bylaws, or Articles of Incorporation. Specifically, the aggrieved party may seek to recover damages and for injunctive

relief. Failure by the Association to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party to any action brought to enforce the terms of this Declaration or any supplements or amendments thereto shall be entitled to costs and reasonable attorney fees.

Section 2. Severability, Construction and Validity of Restrictions. All of said conditions, covenants 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 or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and Declarant and Lot Owners, their successors, heirs or 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 become unenforceable.

Section 3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 4. Gender and Grammar. The singular wherever used in this Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Conflicts. In case of any conflict between this Declaration, as the same may be amended from time to time, and the Articles of Incorporation and the Bylaws of the Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

ARTICLE VIII
AMENDMENT

The Declarant may unilaterally amend or modify this Declaration at any time during the Declarant Control Period. In addition to Declarant's right, this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah. Prior to any material amendment to this Declaration, written notice shall be sent to all holders of first mortgage liens, setting forth said amendment and advising them of the date that the Members will vote on said amendment.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set his hand and seal the day and year first written above.

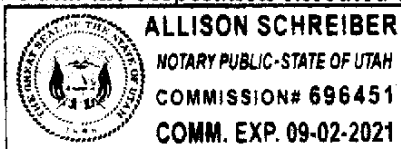
DECLARANT:

SOUTH LANDING DEVELOPMENT, LLC

By: *Karl S. Larson*
Its: Manager

STATE OF UTAH,)
 : ss.
County of Washington.)

On this 17th day of April, 2018, personally appeared before me Karl S. Larson, who, being by me duly sworn, did say that he is the Manager of South Landing Development, LLC, a Utah limited liability company, and that he executed the foregoing instrument on behalf of said corporation being authorized and empowered to do so by the Bylaws of the corporation, and he did duly acknowledge before me that the corporation executed this document for the uses and purposes stated therein.



Allison Schreiber
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

THE COTTAGES AT THE VILLAGE
AT STUCKI FARMS PHASE 1
FINAL PLAT

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N 88°50'54" W 932.40 FEET ALONG THE SECTION LINE AND SOUTH 726.20 FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 24°42'03" E 54.54 FEET; THENCE S 9°43'53" E 158.78 FEET; THENCE S 0°16'54" W 86.64 FEET; THENCE S89°43'06" E 263.27 FEET; THENCE S 1°38'56" W 331.66 FEET; THENCE N 88°21'04" W 67.59 FEET; THENCE S 1°38'56" W 52.00 FEET; THENCE N 88°21'04" W 10.00 FEET; THENCE S 1°38'56" W 153.11 FEET TO A POINT ON A 276.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT WHICH RADIUS BEARS S 12°16'22" E; THENCE ALONG THE ARC OF SAID CURVE 12.27 FEET THROUGH A CENTRAL ANGLE OF 2°32'50"; THENCE S 9°43'31" E 52.00 FEET TO A POINT ON A 224.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT WHICH RADIUS BEARS S 9°43'31" E; THENCE ALONG THE ARC OF SAID CURVE 14.53 FEET THROUGH A CENTRAL ANGLE OF 3°42'55"; THENCE S 76°33'34" W 46.90 FEET TO A POINT OF A 176.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 46.35 FEET THROUGH A CENTRAL ANGLE OF 15°05'22"; THENCE N 88°21'04" W 84.65 FEET TO A POINT OF A 324.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 74.94 FEET THROUGH A CENTRAL ANGLE OF 13°15'07" TO A POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.99 FEET THROUGH A CENTRAL ANGLE OF 91°39'13"; THENCE S 76°44'36" W 50.00 FEET; THENCE N 13°15'24" W 39.50 FEET TO A POINT OF A 575.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 135.87 FEET THROUGH A CENTRAL ANGLE OF 13°32'18"; THENCE N 0°16'54" E 298.17 FEET TO A POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N 89°43'06" W 84.51 FEET; THENCE S 84°11'31" W 98.87 FEET TO A POINT OF A 22.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG ARC OF SAID CURVE 34.91 FEET THROUGH A CENTRAL ANGLE OF 88°53'17" TO A POINT OF A 3303.00 FOOT NON-TANGENT CURVE TO THE LEFT WITH A RADIUS WHICH BEARS S 85°18'14" W, SAID POINT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF WASHINGTON FIELDS ROAD; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY 330.08 FEET THROUGH A CENTRAL ANGLE OF 5°43'33"; THENCE N 79°34'42" E 237.29 FEET; THENCE N 65°12'00" E 50.00 FEET; THENCE N 24°48'00" W 22.29 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 23.56 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N 65°12'00" E 111.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 351,067 SQ FT OR 8.059 ACRES