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Gary Christensen Washington County Recorder
01/31/2024 02:41:04 PM Fee \$40.00 By EAGLE
GATE TITLE INSURANCE AGENCY, INC.

WHEN RECORDED RETURN TO:
Knettass Knoll, LLC
2526 N. 860 W.
Pleasant Grove, UT 84062

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KNETTAS KNOLL SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions (this "**Declaration**") is made on the date set forth below by Knettass Knoll, LLC, a Utah limited liability company ("**Declarant**").

DECLARATION, INTENT AND BINDING EFFECT:

Declarant owns certain real property in Washington County, Utah, that is more particularly described on **Exhibit A**, which is attached hereto and incorporated herein by this reference. Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive residential subdivision. Therefore, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, and to the Plat recorded concurrently. The covenants, conditions, and restrictions in this Declaration and the Plat shall be construed as covenants of equitable servitude; 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 insure to the benefit of each Owner thereof.

1. DEFINITIONS. The following definitions and concepts shall be control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning.

1.1. "**Additional Property**" means and refers to any real property which is adjacent or contiguous to or otherwise within the vicinity of the Property, whether or not so described herein or on the Plat. When Additional Property is annexed to this Declaration, it shall become part of the Property.

1.2. "**Declarant**" means Knettass Knoll, LLC, a Utah limited liability company and its successors and assigns.

1.3. "**Declaration**" means this instrument and any amendments, restatements, supplements or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.4. "**Declarant Control Period**" means the period of the until (a) Declarant relinquishes in writing its powers as Declarant and declares an end to the Declarant Control Period; (b) 100% of the Lots on the Property are sold; or (c) residential structures have been constructed on 80% of the Lots on the Property.

1.5. "**Lot**" means a separately numbered and individually described plot of land shown on the Plat and designated as a Lot for private ownership.

1.6. "**Lot Owner**" means and is synonymous with the term "Owner".

1.7. "**Owner**" means the entity, person, or group of persons owning fee simple title to any Lot which is within the Property.

1.8. "**Plat**" means the subdivision Plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any amendments or replacements thereof, or additions thereto.

1.9. "**Property**" means that certain real property herein described, and such annexations and additions thereto as may hereafter be subjected to this Declaration.

1.10. "**Subdivision**" is synonymous with the term Property.

2. LAND USE

2.1 **Owner's Acknowledgment and Notice to Purchasers.** All Owners are served notice hereby that use of their Lot is limited by the Declaration. Each Owner, by acceptance of a deed to his or her Lot acknowledges and agrees that the use and enjoyment and marketability of his or her Lot may be affected by the Declaration and the Declaration may change from time to time. The current Declaration and any other pertinent document affecting the Property shall be recorded at the office of the Washington County Recorder.

2.2 **Residential Use.** All Lots, and the homes constructed thereon, shall be used only for single family residential purposes. Lot sizes as described on the Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the Plat. No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the subdivision.

2.3 **Care and Maintenance of Lots.** Without limiting any other provision of this Declaration, each Owner shall maintain and keep their Lot and any improvements thereon in a safe, sound, and sanitary manner and shall not interfere with the safety or reasonable enjoyment of other Owners of their respective Lots. Each Owner shall keep their Lot free from rubbish, litter, and noxious weeds. All structures, landscaping, and improvements shall be maintained in good condition and repair at all times. No activities shall be conducted on the Property and no improvements shall be constructed on the property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property.

2.4 **Pest Control.** No Owner shall permit any thing or condition to exist upon his Lot which would induce, breed, or harbor infectious plat diseases, noxious insects or other pests. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.

2.5 **Vehicle Repair.** No automobile, recreational vehicle, commercial vehicle, other motorized vehicle or portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted unless performed in the rear portion of the lot within a garage or similar structure which screens the sight and sound of such activity from streets and neighboring lots. No such repair or service work shall be performed on streets or in the front or side setback areas of any Lot.

2.6 **Boats, Recreational and Motor Vehicles.** No boats, motorcycles, trailers, buses, motorhomes, campers or any other vehicles shall be stored upon any Lot except in the side or back yard area. Except temporarily for the purpose of loading or unloading, no such vehicle shall be parked on the driveway or

elsewhere in the front setback area of a Lot or any street located within the Subdivision. All such vehicles shall be properly registered and licensed, and meet such other governmental approval as may be required.

2.7 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

2.8 **Garbage and Refuse Disposal.** No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Trash or other waste produced within the Property shall be kept in sanitary containers stored in a location approved by the ACC (defined below) except when placed for collection. No trash or other waste shall be burned upon the Property. Notwithstanding the foregoing, composting or organic matter is allowed.

2.9 **Sewage Disposal.** Each home shall be connected to and use the public sewage disposal system. No individual disposal system shall be permitted on any Lot or portion of the Property.

3. ARCHITECTURAL STANDARDS

3.1 **Prohibited Structures.** The following structures are prohibited: dome-structures, log homes, pre-manufactured homes; earth or berm homes; and re-located homes. No structure of a temporary nature, including but not limited to a trailer, bus, basement-only dwelling, motorhome, tent, shack, garage, shed or other outbuilding shall be used at any time as a residence.

3.2 **Minimum Home Size.** The total living area of any residence constructed on a Lot within the Subdivision shall be no less than 1,800 square feet, exclusive of porches, decks, balconies, courtyards, patios, garages, and detached quarters or casitas. Two-story residences with a minimum of 600 square feet of living area on the ground floor, exclusive of porches, decks, balconies, courtyards, patios, garages, and detached quarters or casitas. Guest quarters, casitas or similar accessory structures are exempt from this provision.

3.3 **Building Height.** No residence shall exceed the maximum height permitted by Washington City ordinance.

3.4 **Exterior Building Materials.** Exterior walls must be of new materials, limited to the following: stucco, brick, stone, James Hardie Fiber Cement Siding, LP SmartSide or a combination thereof. Vinyl or wood-based siding shall not be allowed on homes. Materials other than specified shall be approved by the Declarant.

3.5 **Roofs.** Roof material shall be limited to slate, clay, metal or concrete tiles. Asphalt shingles may not be used. Variance must be approved by at least two (2) ACC members.

3.6 **Garages.** All residences constructed on a Lot in the Property shall include a fully enclosed, private garage, built to accommodate at least two (2) vehicles.

3.7 **Colors.** Earth tones, black, greys or white, or a combination of these shall be used as the primary color of homes. Pastels or high gloss finishes are discouraged. Contrasting colors may be used as accent on fascia, window trim, shutters and doors.

3.8 **Accessory Buildings.** No guest house, pool house, barn, shed, coop, hutch, workshop, garage or utility building shall be constructed or placed upon a Lot except as an accessory to a main residence. Any such outbuilding shall be of new construction and of complementary design to the main residence.

3.9 **Driveways and Walkways.** There shall be area on the driveway, excluding sidewalk areas, to park not less than two (2) vehicles per Lot. The driveway shall be paved with concrete or paver tiles.

3.10 **Sight Obstructions.** No structure, fence, wall, hedge or shrub which obstructs sight lines at elevations be two (2) and six (6) feet above the roadways shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of sight lines.

3.11 **Walls, Fences and Other Barriers.** Walls, fences and other barriers must be approved by at least two (2) ACC members. Walls, fences and other barriers must utilize masonry blocks and be of new construction. Such walls must be maintained in good condition. Wall set back from street height must meet Washington City Standards and Ordinances. A soils investigation and report shall be provided to the ACC upon its request to confirm that soil below any wall has been properly excavated and re-compacted before any wall is constructed. Fences must be in compliance with St George City ordinance for fences. Rear and side yard fencing is encouraged. Gates shall be of wrought iron or metal or as approved by the ACC and visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Variance must be approved by at least two (2) ACC members.

3.12 **External Illumination.** Light(s) installed to illuminate garages, patios, parking areas or any other area of a Lot shall be directed away from the neighboring Lots and the vision of passing motorists. Low-level outdoor illumination may be used for particular landscape features (e.g. trees, rock formations, etc.).

3.13 **External Television or Other Antennas.** A maximum of two (2) antennae or satellite dishes, three (3) feet or less in diameter, may be affixed to the exterior of a home or other structure.

3.14 **Landscaping.** Landscaping of the front of the Lots shall be completed prior to occupancy and approved by the ACC. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. Landscaping shall be kept free of tall, noxious or offensive weeds.

3.15 **Easements.** Any easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat for each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may impede ingress or egress. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3.16 **Animals, Livestock, Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot under 1.5 acres, part or portion of the Property, except that dogs, cats or other

domesticated household pets, two (2) or less in number may be kept in a residence constructed on the Lot, provided they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the Owner's residence. Any Variance will have to be approved by 2 of the ACC members.

3.17 Architectural Control Committee. The Architectural Control Committee, ("**ACC**"), shall be the Declarant until the Declarant Control Period expires as indicated herein. The Declarant may assign the role of the ACC at any time during the Declarant Control Period. Prior to the expiration of the Declarant Control Period, the Declarant will either a) terminate the ACC by amending this Declaration or b) assign, in writing, the role of the ACC to three (3) Owners. Members of the ACC who serve after the Declarant will serve for 2 (two) consecutive years. At the conclusion of the two (2) year term, three (3) new ACC members may be selected upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. The ACC may be dissolved upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy only after the Declarant Control period has expired. The construction of any improvement shall be subject to the following restrictions and conditions.

(a) No improvement may be commenced, erected, or maintained without the approval of the ACC.

(b) Any Owner proposing the construction of any improvement shall submit, in writing, plans and specifications for the same to the ACC. Such plans and specifications shall include but not be limited to the nature, kind, shape, height, materials, plot plans, floor plans, exterior color scheme, grading plan and finished elevations.

(c) The ACC shall have the right to refuse any such plans, specifications, or grading or landscaping plans which are not suitable or desirable, in the Committees opinion, for aesthetic or other reasons, and may take into consideration the suitability of the proposed building or other structure, the materials to be used, the harmony thereof with the surroundings, the topography of the land, and the effect of the proposed improvement on the view from adjacent or neighboring Lots.

(d) In the event the ACC shall fail to disapprove of the plans and specifications within thirty (30) days of the date of submission, such failure shall be deemed to be approval.

(e) The ACC shall not be liable for its approval or disapproval of any plans of specifications or for any action or failure to act in regard to such approval process.

(f) Upon approval by the ACC, the construction of the improvements shall be promptly commenced and shall diligently proceed to completion. All such construction shall be completed within twelve (12) months of the approval or deemed approval unless the ACC shall extend the time for completion upon a determination that such extension is warranted by unusual circumstances or to delays which are beyond the control of the Owner constructing such improvements.

3.18 Security Deposit/Bond. The ACC may require that each Owner and/or Contractor post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ACC, in an amount not to exceed one thousand five hundred dollars (\$1,500.00), as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bond, security deposit, or letter of credit has been properly posted with the ACC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other

property within the Property caused by the single family detached house Owner or his contractors or agents in the construction of improvements.

3.19 **Limitation of Liability.** The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping, including any failure to obtain a soils test and recommendation on foundation, and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

4. CONSTRUCTION AND CONTRACTOR PROVISIONS

4.1 **Builder Approval.** During the term and existence of the ACC, all residential dwellings in the subdivision must be constructed by a builder approved by the ACC, which approval shall not be unreasonably withheld. Criteria for approval shall include: (a) proof of experience in the construction industry and ability to competently construct the proposed residential dwelling, and (b) absence of a record of noncompliance with this Declaration.

4.2 **Completion of Construction.** The construction of any building on any portion of the Property shall be continuously and diligently pursued upon commencement of such construction.

4.3 **Dust and Noise Control.** The Lot Owner and their contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site. The volume of stereos, radios or any equipment must be maintained at a reasonable level that does not disturb the quiet peace and enjoyment of adjoining property owners and the surrounding neighborhood.

4.4 **Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, etc., by the owner and/or their agents must be repaired within thirty (3) days after such damage is discovered. Repair shall be at the expense of the Owner.

4.5 **Maintenance of Lot During Construction.** Contractors or subcontractors must provide on-site dumpsters during construction and are required to maintain a clean work site. Dumpsters must be emptied as often as necessary to maintain a clean work site. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within twenty-four hours (24) by the contractor or subcontractor.

4.6 **Concrete Trucks.** Concrete trucks may be washed out only on the Lot being built upon and inside the construction area. The Owner and contractor are responsible for containing all washes to prevent this water from entering washes and contaminating tree roots.

4.7 **Sanitary Facilities.** Each Owner and contractor shall be responsible for providing adequate sanitary facilities, including portable toilets for construction workers during construction.

4.8 **Material Deliveries.** All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the Lot upon which the respective residence is being constructed. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

4.9 **Prohibited Items.** Construction crews are prohibited from carrying any type of firearm or consuming alcohol or other controlled substance on the Property. The accumulation of potentially flammable materials constituting a fire hazard on the construction site is also prohibited.

4.10 **Restoration of Property.** Upon completion of construction, each owner and contractor shall repair any and all property that has been damaged.

4.11 **Daily Operation.** Daily working hours for a construction site shall be from thirty (30) minutes before sunrise to thirty (30) minutes after sunset unless work is within an enclosed structure.

5. ENFORCEMENT

5.1 **Violations Deemed a Nuisance.** Every violation of this Declaration is deemed a nuisance and subject to all the remedies for abatement or correction established by this Declaration or by law.

5.2 **Legal Action Authorized.** The Declarant and any Lot Owner shall have the right to enforce, by any legal proceeding, all provisions of this Declaration against any person, persons, or entities violating or attempting to violate any provision of this Declaration, to restrain or abate or otherwise recover damages for the violation, and against the land to enforce any charge or lien created by this Declaration.

5.3 **Attorney Fees and Costs.** The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorney fees, costs and other litigation expenses incurred in such action.

6. DECLARANT PROVISIONS

6.1 **Application to Declarant.** The Declarant shall be exempt from the provisions of this Declaration with respect to any of its activities on the Property.

6.2 **Expansion of the Property.** The Declarant shall have the right to expand the Property by unilaterally subjecting any Additional Property, in whole, in part, or in phases, to this Declaration during the Declarant Control Period. The Declarant shall indicate its intent to have such Additional Property bound by this Declaration on the plat of such Additional Property and shall record a declaration of annexation or supplemental declaration including and subjecting such Additional Property to this Declaration. Thereafter, such Additional Property shall be considered as part of the Property in all respects, and lots therein shall constitute Lots under this Declaration.

6.3 **Withdrawal of Property.** So long as it has the right to expand the Property, Declarant shall have the right to remove any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. The procedure of such withdrawal shall follow the procedure for the expansion as provided in this Article.

6.4 **Municipal Zoning and Subdivision Approvals.** The Declarant, during the Declarant Control Period, shall have the unilateral rights to further subdivide the Property and to apply for any zoning or subdivision approvals or permits from Washington City or any other applicable governmental authority with respect to the Property or any adjacent property owned by the Declarant whether or not such adjacent property is

annexed into the Subdivision. This right includes but is not limited to applying for and obtaining zoning permits, subdivision approvals, plat approvals, or approvals to amend the Plat or any plats.

6.5 **Declarant Business, Marketing and Sales.** Notwithstanding any provisions to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities upon the Property as in the sole opinion of Declarant may be required, convenient or reasonably incidental to the construction of homes and sale of Lots during the Declarant Control Period.

6.6 **Assignment of Declarant's Rights.** Any and all rights and powers of the Declarant contained in this Declaration and the other Governing Documents may be delegated, transferred or assigned, in whole or in part, by the Declarant. To be effective, in any such delegation, transfer, or assignment must be in writing, signed by Declarant, indicate the extent and nature of such assignment, and be recorded in the Office of the Washington County Recorder.

7. AMENDMENT

7.1 **Amendment by Declarant.** Until termination of the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any typographical error. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

7.2 **Amendment by Owners.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least 67% of the total Lots in the Property.

7.3 **Amendment by Owners During Declarant Control Period.** No amendment made by the Lot Owners during the Declarant Control Period shall be effective until the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion. Declarant's consent, to be effective, must be provided on the amendment and recorded in the Office of the Washington County Recorder.

7.4 **Effective Date.** Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment. IN the case of unilateral amendment by Declarant as provided herein, such amendment shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment signed verified by the Declarant.

8. GENERAL PROVISIONS

8.1 **Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after

which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendments as herein set forth.

8.2 **Notices.** Any notice required under the provisions of this Declaration to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.

8.3 **Dates and Times.** In computing, any period of time prescribed or allowed by the Governing Documents, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday (either federal or Utah state), in which event the period runs until the end of the next day that is not a Saturday, a Sunday or a legal holiday. The deadline of the last day of the period so computed shall be 5:00pm, Mountain Time.

8.4 **Construction and Severability.** All of the terms, provisions, covenants, conditions, and restrictions contained in this Declaration shall be construed together. Invalidation of any one of said terms provisions, covenants, conditions or restrictions, or parts thereof. The singular, wherever used herein, 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.

8.6 **Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

(signatures on following page)

IN WITNESS WHEREOF, the parties have signed this Declaration on the date first written above and each of the individuals signing below warrants that he or she has the authority to sign for and on behalf of the respective parties.

DECLARANT:

KNETTAS KNOLL, LLC

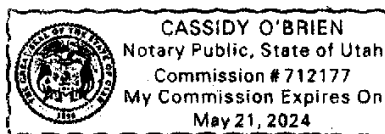
By: 

Brian Ward, its Manager

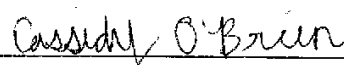
STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)



On this the 30 day of January, 2024, before me Cassidy O'Brien a notary public personally appeared Brian Ward, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and who acknowledged he executed the same in his capacity as a Manager of Knettas Knoll, LLC.



Notary Public

Eagle Gate Title Insurance Agency, Inc.
File STG-100485-LH

Exhibit "A": Legal Description

All of Lot(s), 1 through 21, KNETTA'S KNOLL SUBDIVISION, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

APN: SG-KKS-OPEN; SG-KKS-1; SG-KKS-2; SG-KKS-3; SG-KKS-4; SG-KKS-5;
SG-KKS-6; SG-KKS-7; SG-KKS-8; SG-KKS-9; SG-KKS-10; SG-KKS-11; SG-KKS-12;
SG-KKS-13; SG-KKS-14; SG-KKS-15; SG-KKS-16; SG-KKS-17; SG-KKS-18; SG-KKS-19;
SG-KKS-20 AND SG-KKS-21