



AFTER RECORDING PLEASE RETURN TO:  
Ivory Southern, LLC  
Skylar Tolbert  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
(801) 747-7440

NOTE TO RECORDER:  
RECORD ONLY AGAINST THE PROPERTY  
DESCRIBED IN EXHIBIT "A"

**DISTRICT DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS,  
AND BYLAWS  
FOR  
ESCONDIDO AT SIENNA HILLS,  
a part of the Expandable Sienna HILLS Planned Mixed Use Development)**

This District Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Escondido at Sienna Hills (the "District Declaration") is executed by Ivory Southern, LLC., a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, UT 84117 (the "District Declarant") and Brennan Holdings No. 200, LLC a Utah limited liability company (the "Sienna Hills Developer") on this 3rd day of June, 2019. This Declaration affects every portion of Escondido At Sienna Hills as more particularly identified by the legal description set forth in Exhibit A and other phases as may be annexed in the future.

**RECITALS**

- A. This District Declaration affects that certain real property located in Washington City in Washington County, Utah described with particularity in Article II below (hereinafter referred to as the "District Property").
- B. The District Property is an area featuring unique and distinctive terrain;
- C. The District Property is subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Sienna Hills at Washington City recorded in the official records of the County Recorder of Washington County, Utah on January 27, 2006 as Entry No. 00999848 in Book 1838 at Page 798 (the "Master Declaration").

D. By subjecting the District Property to this District Declaration and the Master Declaration, it is the desire, intent and purpose of District Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this District Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the District Lands and improvements therein.

E. District Declarant is the owner of the District Property.

F. Developer has constructed or is in the process of constructing upon the District Property a planned residential development which shall include certain District Lots, District Common Area and Facilities, including the right to use and easement of enjoyment of the Sienna Hills, subject to Master Declaration. The construction will be completed in accordance with the plans contained in the District Final Plat to be recorded concurrently herewith, Master Declaration, this District Declaration and the District Final Plat for this District Property.

G. District Declarant intends to sell to various purchasers the fee title to the individual townhomes contained in the District Property, together with an appurtenant undivided ownership interest in the District Common Areas, District Common Area and Facilities, subject to this District Declaration and the Master Declaration.

H. District Declarant desires, by filing this District Declaration and District Final Plat, to submit the District Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein and the Master Declaration.

I. The Project is to be known as "Escondido at Sienna Hills."

J. Since the completion of the development of the District Property may be in phases, the completed project will consist of the original phase and all subsequent phases.

### **COVENANTS, CONDITIONS, AND RESTRICTIONS**

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

#### **ARTICLE I DEFINITIONS**

It is expressly agreed that this District Declaration is an appendage to the Master Declaration, and all of the definitions set forth in Article I thereof which by this reference are made a part hereof and are to apply to this District Declaration as though they were expressly rewritten, incorporated and included herein. In addition, the following terms shall have the following meanings:

Escondido at Sienna Hills District Declaration and Bylaws

1. The term District shall mean and refer to Escondido at Sienna Hills as it may be expanded from time to time.

2. The term District Assessment shall mean and refer to any amount imposed upon, assessed, or charged a District Lot Owner or a District Lot for his share of the District Expenses, including a District Lot Owner's pro rata share of the Common Expenses.

3. The term District Association or Association shall mean and refer the association of District Lot Owners acting or taken as a group in accordance with this District Declaration, which shall be known as the Escondido At Sienna Hills Homeowners Association.

4. The term District Board of Directors shall mean and refer to the governing board of the District Association.

5. The term District Bylaws shall mean and refer to the administrative code of rules for the administration of the District Association, as amended from time to time.

6. The term District Common Area shall mean and refer to all real District Property in the District owned and/or controlled by the District Association, including but not limited to the following items:

(a) The real property and interests submitted to the District Declaration hereby and all improvements constructed thereon, excluding the individual District Lots, parcels assigned to the city or other third parties, and the Common Area owned and/or controlled by the Sienna Hills Community Association.

(b) All District Common Area and Facilities designated as such in the District Final Plat;

(c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the District and intended for the common use of all District Lot District Lot Owners, such as power, gas, water and sewer;

(d) The common District Landscaping and open space located within the District owned and/or controlled by the District Association; and

(f) All other parts of the District normally in common use exclusively within the District or necessary or convenient to the use, existence, maintenance, safety, operation or management of the District Property owned and/or controlled by the District Association for the common benefit of the District Lot Owners.

Utility installations such as power, gas, water, and sewer may be dedicated to the city or utility company and, if so, this definition shall not be construed to allow the District Association to exclude the City from the District Lot Ownership and control of the utility systems so dedicated.

7. The term District Limited Common Area shall mean and refer to the area designated on the District Final Plat as limited common area and is dedicated to the exclusive use and enjoyment for a particular District Lot Owner and their guests and invitees. District Limited Common area consists of and includes a driveway, a doorstep, a stoop, a porch, a patio, a backyard, an exterior door, a window, and any other apparatus or element of construction intended to serve a single District Lot, but located outside the boundaries of the District Lot. District Limited Common Area shall be for the exclusive use of the District Lot directly adjacent to the District Limited Common Area to the exclusion of other District Lot Owners.

8. The term District Common Expense shall mean and refer to:

(a) All sums lawfully assessed against the District Common Area and District Limited Common Area and all sums lawfully assessed against the District Lot Owners or District Lots which the District Association determines should be treated as District Common Expense;

(b) All sums lawfully assessed against the District Association pursuant to the Master Declaration and all sums due under the Master Declaration;

(c) Expenses of administration, maintenance, repair or replacement of the District Common Area, District Limited Common Area and the Common Area and Facilities;

(d) Expenses allocated by the District Association among the District Lot Owners or District Lots;

(e) Expenses agreed upon as District Common Expenses by the District Association; and

(f) Expenses declared District Common Expenses by the Declaration.

9. The term District Declaration shall mean and refer to this District Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, and Bylaws for The Escondido at Sienna Hills.

10. The term District Declarant shall mean and include Ivory Southern, LLC and any person or persons who might acquire title from it to all or some of the unsold District Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure which is accompanied by a notice of succession or assignment of Declarant's rights, provided however that a notice or assignment is not required when transferred through foreclosure or a deed in lieu

of foreclosure, or, in the situation where any person purchases all or some of the remaining District Lots in a sale in the nature of a bulk sale. The person acquiring any of such District Property from the District Declarant shall be considered a District Declarant with respect to that portion of the District Property so acquired and shall have the right to develop the District Property and/or sell such District Property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current District Declarant and by its successor in interest as the new District Declarant. The Sienna Hills Developer assigns all of its rights, powers and privileges as the one executing this District Declaration and submitting it for recording to the Declarant and as the declarant.

11. The term District Declarant's Period of Control shall mean and refer to that period of administrative control which is the period of time until 60 days after the later of the following: (a) 100% of the District Lots, including additional property which may be annexed into and submitted to this District Declaration are sold or otherwise conveyed to someone other than the District Declarant, or (b) the construction of the common area amenities are completed.

12. The term District Default Assessment shall mean and refer to an Assessment against a District Lot Owner or a District Lot for failure to perform an obligation under the District Documents or because the District Association has incurred an expense on behalf of the District Lot Owner under the Declaration.

13. The term District Developmental Rights shall mean and refer to the right granted hereunder to the District Declarant, its agents, representatives, employees, successors and assigns to develop and improve the District Property.

14. The term District Eligible Votes shall mean and refer to those votes available to be cast on any issue before the District Lot Owners. A vote which is for any reason suspended shall not be considered an "eligible vote".

15. The term District Final Plat shall mean and refer to the recorded District Final Plat or Plats for The Escondido in Sienna Hills on file in the Office of the County Recorder.

16. The term District Governing Documents shall mean and refer to the Master Declaration, District Declaration, District Bylaws, District Articles of Incorporation, District Rules and Regulations and the Sienna Hills PCD documents. The District Bylaws are attached as Exhibit B.

17. The term District Guest shall mean and refer to a District Guest, visitor, or invitee of a District Lot Owner.

18. The term District Individual Charge shall mean and refer to a charge levied against a District Lot Owner for all expenses resulting from the act or omission of such Person, excepting the District Lot Owner's failure to pay any District Assessment. District Individual Charges shall

include, by way of illustration but not limitation, any expense resulting from the act or omission of any District Lot Owner including:

- (a) The cost to repair any damage to any portion of the District Property on account of loss or damage caused by such Person; or
- (b) The cost to satisfy any expense to any other District Lot Owner, the District Association or Architectural Review Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the District Documents;
- (c) District Default Assessment; or
- (d) District Fine.

District Individual Charges may be secured by a lien against the District Lot Owner's interest in the District Property and the District Association also shall have all other collection remedies, both legal and equitable, available under Utah law and this Declaration.

19. The term District Land shall mean and refer to the District Property.
20. The term District Lender shall mean and refer to a District Mortgagee.

21. The term District Lot shall mean and refer to a District Lot as shown on the District Final Plat. Each District Lot shall be assigned a separate parcel number or tax identification number by the appropriate governmental agency. A District Lot will include all mechanical equipment and appurtenances located (a) within any one District Lot or (b) located without the District Lot but designated and designed to serve only that District Lot such as electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like shall be considered part of the District Lot; so shall all decorated surfaces of interior walls, floors, and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum; all pipes, wires, conduits, or other utility lines or installations constituting a part of the District Lot or serving only the District Lot; and any structural members, parts, components, or any other District Property of any kind, including fixtures or appliances within any District Lot, which are removable without jeopardizing the integrity, soundness, safety, or usefulness of the remainder of the Building within which the District Lot is located shall be deemed to be a part of the District Lot.

22. The term District Majority shall mean and refer to those eligible votes of District Lot Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

23. The term District Map shall mean and refer to the District Final Plat.

24. The term District Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a District Lot or any part thereof or interest therein is encumbered. A District First Mortgage is a District Mortgage having priority as to all other District Mortgages encumbering a District Lot, or any part thereof or interest therein.

25. The term District Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the District Association) under any Mortgage by which the interest of any District Lot Owner is encumbered, or any successor to the interest of such person under such District Mortgage. A District First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a District First Mortgage. Any and all District Mortgagee protections contained in the District Declaration shall also protect the District Declarant as the holder of a District First Mortgage of a District Lot or any interest therein.

26. The term District Lot Owner, District Owner and Owner shall mean and refer to a Person who is the District Lot Owner of a fee or an undivided fee interest in a District Lot, excluding a District Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

27. The term District Property shall mean and refer to all of the District Land or real estate, improvements, and appurtenances comprising the District submitted to this Declaration.

28. The term District Tract shall mean and refer to all of the District Land, District Property or real estate submitted to this District Declaration.

29. The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial, or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

30. The term Water-Wise Techniques shall mean and refer to the guidelines marked Exhibit "C," attached hereto and incorporated herein by this reference. In the event of a conflict, inconsistency or incongruity between the Water-Wise Techniques and the design guidelines, as they may be changed from time to time, the latter shall in all instances govern and control.

31. The term Nightly Rentals shall mean and refer to any unit which has been rented to a third party by the owner of the unit for a period less than 30 days. The nightly rental of any unit is subject to the rules and regulations of the District Covenants and by the Ordinances of Washington City.

32. Voting Rights means the right of any District Lot Owner, including the Declarant, to cast votes for the purpose of taking certain actions under this Declaration. The formula to be used for calculating votes of the Owners is as follows:

(a) An Owner shall be entitled to one (1) vote for each lot owned within the Property. When more than one person or entity owns any portion of a District Lot, the vote for such Owner shall be exercised as they among themselves collectively determine, but in no event shall more votes be cast with respect to any Owner than the number of votes Owner would be entitled to cast with respect to ownership of a District Lot.

## ARTICLE II SUBMISSION

The District Land, described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference, is hereby resubmitted to the District Declaration.

The District Land is hereby again made subject to and shall be governed by the Master Declaration, this District Declaration, and the covenants, conditions and restrictions set forth herein.

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

TOGETHER WITH (a) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and (b) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the Sienna Valley at St. George, subject to any Membership Fees.

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



District Common Area and Facilities improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

District Declarant shall have the unilateral right to expand the property subject to these Covenants, Conditions & Restrictions, and any amendments thereto. Such expansion may be accomplished by any means reasonably determined by District Declarant including, but not limited to, recording a Supplemental Declaration or annexation amendment in the Office of the Recorder describing the real property to be annexed and submitting it to the covenants, conditions and restrictions contained herein. Such expansion and any supplemental declaration or annexation amendment shall not require the consent of the District Lot Owners. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. During the District Declarant's Period of Control, the District Declarant may prepare, execute, certify and record amendments to this District Declaration on behalf of the Association. After the District Declarant's Period of Control, the District Board of Directors may prepare, execute, certify and record amendments to this District Declaration on behalf of the Association.

### ARTICLE III COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the Master Declaration and the following covenants, conditions, and restrictions. In the event of any conflict, incongruity or inconsistency between the provisions of the Master Declaration and the provisions of this District Declaration, the former shall in all respects govern and control:

1. **Description of Improvements.** The significant improvements contained in Escondido at Sienna Hills will consist of certain privately owned residential District Lots and Dwelling Units as well as District Common Area, Club Ivory, and other improvements of a less significant nature. There will be twin homes, triplexes and fourplexes. Several floor plans will be available. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the District Final Plat for the District Property. The improvements shall be constructed strictly in accordance with the Design Guidelines attached hereto, marked Exhibit "C" and incorporated herein by this reference.

(a) **Public Utilities and Drainage Easements.** All District Common Area, Limited District Common Area and private drives shown on the District Final Plat are subject to public utilities and drainage easements for the installation and maintenance of improvements and such easements shall be subject to the right of the City to require the District Association to assess its members to repair streets, District Landscaping, etc. where needed to repair or replace the public utilities.

(b) **Rock Walls.** All rock walls will be privately owned, either by the individual property owners or by the District Association. Rock wall repair and maintenance shall be the responsibility of the Owner if located upon private property. On the other hand, rock wall repair and maintenance shall be the responsibility of the District Association if located upon District Common Area. Each Owner and/or the District Association shall indemnify and hold harmless the City, its officers, boards, employees, agents and assigns, including the Sienna Hills Master Home Owners association and the State Institutional Trust Lands Administration (SITLA) from any and all claims, including by way of illustration but not limitation for bodily injury or property damage, maintenance, repair or replacement, resulting from, caused by or related to the rock walls located within this District in particular and the Project generally.

(c) **District Guest Parking.** Residents may not use District Guest or visitor parking spaces for permanent overnight parking. District Guest and visitor parking spaces are exclusively for the use of District Guests, visitors and invitees. Unauthorized motor vehicles and trailers may be towed automatically without further notice or warning required, and at the owner's full risk and expense.

(d) **Courtyards, Patios, Balconies, Porches and Limited Common Area.** The courtyards, patios, balconies, porches and limited common area are to be kept in a clean, tidy, neat and orderly condition. Personal property, boxes, containers, bicycles, and other belongings or effects are not to be stored in these areas. Likewise, hot tubs, spas, and other similar items, are not allowed in these areas. Notwithstanding the foregoing, hot tubs, spas and other similar items are permitted in District Limited Common Area so long as approval from the District Board of Directors is obtained in advance. The District Association may require items which detract from the appearance of the Project to be removed from these areas. Charcoal or gas BBQ's may be allowed upon application to the District Association for approval. Not District Lot Owner shall be permitted to use the District Limited Common Area until after approval by the District Board of Directors is obtained. District Limited Common Area along with District Common Area shall be accessible to the District Association and maintained by the District Association.

2. **Description and Legal Status of the District Property.** The District Final Plat shows the District Common Area and Facilities and the District Limited Common Area as well as the type and location of each District Lot in the project and its District Lot Number. All District Lots shall be capable of being independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.

3. **District Association.**

(a) **Corporate Status.** The District Association shall have a corporate status and shall register with the State of Utah. The District Board is hereby authorized to unilaterally re-file the articles of incorporation of the District Association if its status has been suspended or dissolved for any reason, and to adopt the prior District Bylaws without any additional approval required.

(b) **Membership in the District Association, Classes of Membership and Voting Allocations.** By virtue of his acceptance of a deed or other document of conveyance to a District Lot, each District Lot Owner shall be a member of a District Association. Membership in the District Association is mandatory and may not be partitioned from the ownership of a District Lot.

4. **Conveyancing.** Any deed, lease, District Mortgage, deed of trust, or other instrument conveying or encumbering a District Lot shall describe the interest or estate involved substantially as follows:

All of [District Lot No. \_\_\_\_] contained within ESCONDIDO AT SIENNA HILLS, Phase No. [ ], a Utah planned residential development, as the same is identified in the District Final Plat recorded in Washington County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Washington County, Utah (as said District Final Plat may have heretofore been amended or supplemented), subject to the District Declaration in the Declaration of Covenants, Conditions, and Restrictions of ESCONDIDO AT SIENNA HILLS, recorded in Washington County, Utah on \_\_\_\_\_ as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Washington County, Utah (as said Declaration may have heretofore been supplemented), together with a non-exclusive right to use the Sienna Hills, subject to provisions hereof and the Master Declaration recorded in Washington County, Utah on January 27, 2006 as Entry No. 00999848 in Book 1838 at Page 798 of the Official Records.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this District Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a District Lot. Neither the membership in the District Association, nor percentage of ownership interest in the District Common Area and Facilities, nor the right of non-exclusive use of the Sienna Hills shall be separated from the District Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the District Association and such right of exclusive use shall automatically accompany the transfer of the District Lot to which they relate.

5. **District Common Profits, District Common Expenses and Voting Rights.** The common profits of the District Property shall be distributed among the District Common Expenses shall be charged to, and the voting rights shall be available to, the Owners according to their respective percentage or fractional undivided interests in the District Common Area and Facilities, which shall be uniform and equal, subject only to the rights of the Class B Members set forth herein.

6. **District Board of Directors' Rights and Obligations.**

(a) **District Board of Directors.** Subject to the rights of the Master District Association, the unique business, property and affairs of the District Association shall be managed by a District Board of Directors composed of one (1) to three (3) individuals. Until the first regular meeting of the District Association is held pursuant after the termination of the District Declarant's Period of Control, the District Declarant alone shall be entitled to select the three (3) members of the District Board of Directors. In the event a seat on the District Board of Directors which was filled by District Declarant becomes vacant, District Declarant shall have the right to select a replacement member to sit on the District Board of Directors for the balance of the term associated with the vacated seat. In all other cases of vacancy, the remaining District Board of Directors members shall elect a replacement as provided in the District Bylaws.

(b) **Right and Privilege.** The District Board of Directors may exercise any right or privilege given to it expressly by this District Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(c) **Obligations.** The District Board of Directors shall have the rights and obligations set forth in the District Bylaws.

(d) **Management.** Subject to the right of the Master District Association, the District Board of Directors shall be responsible for the management and control of the physical improvements unique and common to the District, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The District Board of Directors shall be responsible for repair or replacement of such and shall have the right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the District Association shall be a District Expense.

(e) **District Expenses.** The District Board of Directors may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the District Board of Directors shall determine to be necessary or desirable for the proper operation of the District Property, whether such personnel are furnished or employed directly by the District Board of Directors or by any person or entity with whom or which it contracts. The District Board of Directors may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the District Property; the enforcement of this District Declaration, the District Bylaws, or any Rules and Regulations. The cost of unique services provided by the District Association shall be a District Expense.

(f) **District Property, Machinery and Equipment.** The District Board of Directors may acquire and hold, for the use and benefit of all Owners, tangible and intangible

personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners equally.

(g) **Rules and Regulations.** The District Board of Directors may make Rules and Regulations governing the use of the District Property.

(h) **Suspension of Rights.** The District Board of Directors may suspend an Owner's voting rights for the period during which such Owner fails to comply with the District Governing Documents. Notice of non-compliance will be sent to an Owner at least ten (10) days prior to any meeting at which action may be taken by the Owners.

(i) **Judicial Action.** The District Board of Directors may also take judicial action against any Owner to enforce compliance with the Rules and Regulations, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

(j) **Exemption.** Pursuant to UCA 57-8a-217, the District Declarant reserves the right to exempt the District Declarant from the association rules and the rulemaking procedures contained in the governing documents and in UCA 57-8a, and the District Declarant is exempt from said rules and procedures.

7. **District Assessments.**

7.1 **Budget.** At least thirty (30) days prior to the Annual Meeting of the District Association, the District Board shall prepare and deliver to the District Lot Owners a proposed Budget.

(a) **Itemization.** The Budget shall set forth an itemization of the anticipated District Common Expenses, including that portion earmarked for the reserve account(s) and the District Association's proportionate share of the cost of operating the Sienna Hills Community Association and maintaining the Common Area for the twelve (12) month calendar year, commencing with the following January 1.

(b) **Basis.** The Budget shall be based upon advance estimates of cash requirements by the District Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the District Common Areas, including the District Association's proportionate share of the cost of operating the Sienna Hills Community Association and maintaining the Common Area, which estimate shall include but is not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the District Board is required or permitted to maintain, common lighting and heating, common water charges, trash collection, storm drain fees, common sewer charges, sewer maintenance costs, carpeting, painting, repairs and maintenance of the District Common Areas, including the District Association's proportionate share of the cost of operating the Sienna Hills Community Association and maintaining the Common Area, that must be replaced on a periodic

basis, wages for District Board employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, additions, capital improvement reserve, and other expenses and liabilities which may be incurred by the District Association for the benefit of the District Lot Owners under and by reason of this District Declaration. Until the District is completed, and all phases are added, this estimate may need to be adjusted periodically as each new phase is completed. The District Board shall be responsible for collecting the Sienna Hills Community Association Fee and forwarding that fee to the Community Association.

(c) Except during the District Declarant's Period of Control, the District Lot Owners may call a special meeting within forty-five (45) days of the meeting providing the proposed Budget to vote to disapprove the Budget, although to set it aside and to reject a proposed Budget requires the affirmative written consent of at least a majority of total ownership. If the new budget is disapproved, then the prior year's budget continues.

**7.2 Independent Duty to Pay District Assessments.** Each Owner, by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the District Association to pay his share of the District Assessments, including District Expenses and other fees as provided in the District Governing Documents.

**7.3 District Declarant Exemption.** The District Declarant is not required to pay District Assessments on District Lots owned by District Declarant until the District Lot is sold to a party not owned or controlled by District Declarant.

**7.4 Basis for Annual District Assessments.** The total Annual District Assessments against all District Lots shall be based upon advance estimates of cash requirements by the District Board of Directors to provide for the management of the District Association and the maintenance, repair and replacement of physical improvements unique and common to the District.

**7.5 Apportionment.** District Expenses shall be apportioned among all District Lots equally.

**7.6 Notice of Annual District Assessments.** Annual District Assessments shall be made on a calendar year basis. The District Board of Directors shall give written notice of each Annual District Assessment with respect to any District Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first Annual District Assessment shall be for the balance of the calendar year remaining after the date fixed by the District Board of Directors. Each Annual District Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly District Assessment shall bear interest at the rate of

eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

**7.7 Special District Assessments.** In addition to Annual District Assessments, the District Board of Directors may levy in any District Assessment year a Special District Assessment, payable over such a period as the District Board of Directors may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the District Property or any part thereof or for any other expense incurred or to be incurred as provided in this District Declaration. This paragraph shall not be construed as an independent source of authority for the District Board of Directors to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this District Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective undivided interest in District Common Areas. Notice in writing of the amount of such Special District Assessments and the time for their payment shall be given promptly to the Owners. Payment shall be due on the dates and in the manner provided in the notice. Any Special District Assessment or part thereof shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

**7.8 Lien Rights.** All sums assessed to any District Lot pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such District Lot in favor of the District Association. Such lien shall have such priorities as established by law.

**7.9 Notice of Lien.** To establish a lien for any unpaid District Assessment, the District Board of Directors shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in payment of the District Assessment. Such lien may be enforced by judicial or non-judicial foreclosure by the District Board of Directors as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the District Board of Directors any District Assessments against the District Lot which shall become due during the period of foreclosure sale or other legal sale. The District Board of Directors may bid on the District Lot at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

**7.10 Release of Lien.** A release of lien shall be executed by the District Board of Directors and recorded in the office of the County Recorder of Washington County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

**7.11 Rights of Other Lienholders.** An encumbrancer holding a lien on a District Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the District Board of Directors with respect to such lien, including priority.

**7.12 Personal Obligation of Owner.** The amount of any Annual or Special District Assessment against any District Lot shall be the personal obligation of the Owner thereof to the District Association. Suit to recover a judgment of such personal obligation shall be maintainable by the District Board of Directors without foreclosing or waiving the lien securing the same. No Owner may void or diminish any personal obligation by waiver of the use and enjoyment of any of the District Common Areas or by abandonment of a District Lot.

**7.13 Statement of District Assessments Due.** Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Owner, or any District Mortgagee, prospective District Mortgagee or prospective purchaser of an District Lot, the District Board of Directors shall issue a written statement setting forth the amount of unpaid District Assessments, if any, with respect to such District Lot; the amount of the current yearly District Assessment and the portion thereof which has theretofore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the District Board of Directors in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid District Assessments which become due prior to the making of such request shall be subordinate to the lien of a District Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien and unpaid District Assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquires the District Lot.

**7.14 Liability of Buyers and Sellers.** Subject to the provisions of subparagraph (m), a purchaser of an District Lot shall be jointly and severally liable with the seller for all unpaid District Assessments against the District Lot up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such District Assessments.

**7.15 Right to Suspend Privilege to Use Recreational Amenities or Voting Rights, and Assignment of Rents.** In accordance with the terms and requirements of the Utah Condominium Ownership Act, U.C.A., Section 57-8-20 (2003), as amended and supplemented, the District Board of Directors reserves the right to elect to (a) terminate utilities and the right to use amenities for non-payment of District Assessments and/or (b) collect rents directly from a renter if the District Lot Owner who is renting the District Lot fails to pay any District Assessment for a period of more than 60 days after it is due and payable,

**7.16 Foreclosures and Past Due Accounts.** Anything to the contrary notwithstanding, any District First Mortgagee who obtains title to a District Lot pursuant to the remedies in the District Mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted District Assessments, dues or charges accrued before acquisition of the title to the property by the District Mortgage, although the District First Mortgagee will also be liable for any reasonable attorneys' fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a District Lot in a voluntary conveyance



or pursuant to the remedies in a District Mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid District Assessments, late fees, default interest and collection costs, including a reasonable attorneys fee, against the District Lot for its share of the District Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

**7.17 Reinvestment Fee.** Unless prohibited by statute, the District Association the District Association may charge a Reinvestment Fee to benefit the District Land obligating a future buyer and seller of a District Lot to pay to the Association upon and as a result of a transfer of a District Lot, dedicated to benefitting the burdened property, including, but not limited to, for common planning, facilities, and infrastructure, obligations arising from an environmental covenant, community programming, resort facilities, open space, recreation amenities, charitable purposes or association expenses. Notwithstanding the foregoing, the Reinvestment Fee will not apply to the conveyance of any District Lot from the Sienna Hills Developer to Declarant and will not apply to the conveyance of any District Lot from Declarant to a buyer. The Reinvestment Fee will not exceed .5% of the value of the burdened District Lot.

**7.18 Reserve Analysis and Reserve Fund.**

(a) As used in this section, the term "reserve analysis" means an analysis to determine: (i) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas and facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the District Association; and (ii) the appropriate amount of any reserve fund.

(b) After the expiration of the Declarant's Period of Control, the District Board of Directors shall cause a reserve analysis to be conducted no less frequently than required by statute; and review and, if necessary, update a previously conducted reserve analysis no less frequently than required by statute.

(c) The District Board of Directors may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the District Board of Directors, to conduct the reserve analysis.

(d) The District Board of Directors may not use money in a reserve fund: (i) for daily maintenance expenses, unless a majority of the members of the District Association vote to approve the use of reserve fund money for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.

(e) The District Board of Directors shall maintain a reserve fund separate from other funds of the District Association.

(f) This Subsection (4) may not be construed to limit the District Board of Directors from prudently investing money in a reserve fund provided it is government insured.

(g) The District Association shall: (a) annually, at the annual meeting of the District Association or at a special meeting of the District Association (i) present the reserve study, and (ii) provide an opportunity for Unit Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount, (b) prepare and keep minutes of each meeting so held and indicate in the minutes any decision relating to funding a reserve fund, provided, however, and anything to the contrary notwithstanding, the District Association shall fund and maintain a reserve account sufficient to satisfy the requirements for certification by the US Department of Housing and Urban Development.

(h) The District Directors are responsible to present to the District Lot Owners each year the amount of money that should be deposited into the reserve account each year to properly or adequately satisfy the recommendations of the plan for deferred maintenance adopted, based, at least in part on the Reserve Study. The contents of the Reserve Study shall be comprehensive, complete and accurate, and must address not only the systems, equipment and facilities but the components effectively. The District Directors shall provide a summary of the most recent Reserve Study to the all Owners each year, even if they do not attend the annual meeting. The full Reserve Study (and any updates) must be made available to the District Lot Owners upon request. The District Association must now include a specific Reserve Fund line item in its annual budget. The District Board of Director must establish the amount of the Reserve Fund line item; and set forth the steps for the District Lot Owners to veto the Board's Reserve Fund line item in accordance with the statutory requirements.

(i) Anything to the contrary notwithstanding, this subsection (i) does not apply to a District Association during the District Declarant's Period of Control.

## **8. Nightly Rental of Units.**

### **8.1 Nightly Rental of Units to a third party by the owner of the Unit**

(a.) Subject to the District Declaration and the rules and regulations as adopted by the District Directors and subject to the ordinances of Washington City, the owners of any of the units within the development shall have the privilege to rent their units to a third party for a period of 1 to 30 days, in addition to longer term rentals in excess of 30 days. All Lot Owners shall utilize the services of a management company selected by the District Association. Lot Owners are not permitted to manage the nightly rentals personally or through another manager.

(b) Nightly Rental Units are required to be managed by a Property Management Company approved by the District Directors. Owner self-management of nightly rentals is prohibited. Furthermore, the management of Nightly Rental Units by an unapproved

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<sup>1</sup> Currently HUD requires a 10% reserve fund and a 10% contribution from annual assessments as they accrue.  
Escondido at Sienna Hills District Declaration and Bylaws

Property Management Company is also prohibited. At the discretion of the District Directors, a preapproved list of, or a single, Property Management Company(ies) may be designated. The District Directors reserve the right to approve one (1) or more Property Management Companies or to revoke approval of a previously approved Property Management Company.

(c) The District Directors may exercise their rightful duties as outlined in the District bylaws to govern, regulate, monitor and revoke an owner's privilege to enter into third party nightly rentals.

**9. Insurance**

**9.1 Property and Liability Insurance Required.**

(a) The District Association must maintain, to the extent reasonably available, property insurance on all physical structures of all attached Dwelling Units, Limited Common Area and Common Area.

(b) The District Association must maintain to the extent reasonably available adequate Liability Insurance for the District Common Areas and Facilities.

(c) If property or liability insurance is not available, then the Association must notify Owners within seven (7) days.

(d) The District Association may but is not required to carry other types of insurance.

(e) A District Lot Owner's act or omission may not void a policy.

**9.2 Property Insurance.** The Property Insurance, which shall include all District Common Areas and Facilities, must be provided by blanket coverage (as opposed to a schedule listing each building separately) and may not be less than 100% of the full replacement cost, which must be reviewed at each renewal.

(a) The Property Insurance shall include coverage for any and all fixtures, improvements, or betterments installed by a District Lot Owner, floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a Dwelling Unit.

(b) The District Association is not required to insure a dwelling unit or a District Lot if the Dwelling Unit is not physically attached to another Dwelling Unit.

(c) When the District Association has a master policy of Property Insurance and the District Lot Owner also has Property Insurance, the District Association's insurance shall be considered **primary**; provided, however, the Owner's insurance applies and

the Owner's insurance policy is considered the primary coverage up to the amount of the master policy deductible. If the District Lot Owner has no insurance, the he or she is personally responsible for the loss up to the amount of the deductible.

(d) A District Lot Owner who suffers a loss and makes a claim on the District Association's Property insurance policy is responsible for payment of the District Association's deductible; provided, however, if two (2) or more District Lot Owners suffer loss in a single event, they are each responsible for payment of a portion of the District Association's deductible based on the percentage of the loss they each suffered. The deductible, which a District Lot Owner is required to pay, applies to the claim on both the Dwelling Unit and any appurtenant Limited Common Area; that is, only one deductible applies.

(e) If a District Lot Owner does not pay his or her share of the loss, the District Association may levy a District Assessment against the District Lot Owner and his or her Dwelling Unit in a sum equal to his or her share of the loss.

(f) The District Association must set aside in escrow an amount equal to the amount of the master policy deductible or \$10,000 (unless by statute a higher amount is required in which event the statutory requirement shall govern and control), whichever is less.

(g) The District Association must give notice to all District Lot Owners of their obligation to pay the District Association's deductible. The District Association shall also give notice of any change in the amount of the deductible. If the District Board of Directors does not provide the required notice of an increase in the amount of the deductible on the District Association's Property insurance, then the District Association is only liable for the amount of the undisclosed increase in the deductible if the District Lot Owner does not have adequate coverage for the full deductible.

(h) The District Association is not required to submit a claim to the District Association's insurance carrier if the District Board of Directors determines that the amount of the claim is likely not to exceed the amount of the District Association's insurance deductible.

(i) The insurer for the master policy shall adjust with the Association a loss covered under the association's policy.

(j) The District Association receives insurance payments in trust for the owners and insurance proceeds received by the District Association must first be disbursed for the repair or restoration of the damaged property.

**9.3 Liability Insurance.** The District Association shall obtain a public liability policy covering the District Common Area and Facilities, sewer laterals, including the backup of sewer laterals, the District Association and its members for all damage or injury caused by the negligence

of the District Association or any of its members or agents. The public liability policy shall have coverage limits common to this area for this kind of project in the opinion of an independent insurance agent but not less than a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection. The District Association may insure for more than this but not less. Each District Lot Owner is an insured person under the District Association's liability policy that insures an owner's interest against liability arising from the District Common Area or membership in the District Association.

9.4 **Damage to a Portion of the Project- Insurance Proceeds.** Repairs must be done within a reasonable amount of time. If the associated expenses to repair are in excess of the insurance proceeds, such costs will be considered a District Common Expense.

9.5 **Miscellaneous.**

(a) The District Association may but is not obligated to purchase additional endorsements or coverage, including by way of illustration but not limitation, directors and officers insurance, a fidelity bond, earthquake insurance.

(b) For those rare situations that may occur, such as dealing with a project that is terminated and distributions to lien holders and District Owners if the District is destroyed, the provisions of the Utah Community Association Act shall in all instances govern and control.

(c) If any provision of this Section is held to be (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Section will be construed and enforced as if the (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Section will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Section. Furthermore, in lieu of each such (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Section, a provision as similar in terms to such (a) inconsistent, incongruent or in conflict with the insurance requirements as set forth in the Act or (b) illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

10. **Incorporation of Master Declaration.** It is to be understood that this District Declaration is subject to the Master Declaration, which is by reference made a part hereof, and all the terms, conditions, covenants, restrictions, and provisions thereof, unless specifically modified

herein, are to apply to the District Property and are made a part of this District Declaration as though they were expressly rewritten, incorporated, and included herein. The ownership and use of the District Property is subject to the Master Declaration as it may be amended from time to time.

10. **Interpretation.** To the extent Utah law is consistent with this District Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions or headings which precede the Articles and Sections of this District Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

11. **Severance.** The invalidity or unenforceability of any portion of this District Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this District Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any approval guidelines for the financing, insuring or the guaranty of the District Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

12. **Covenants to Run with District Land.** This District Declaration and all the provisions hereof shall constitute covenants to run with the District Land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of District Association, all other signatories hereto, all parties who hereafter acquire any interest in a District Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a District Lot shall comply with, and all interests in all District Lots shall be subject to, the terms of this District Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this District Declaration. By acquiring any interest in a District Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this District Declaration. The District Declarant, District Association, Master District Association, District Board of Directors or an aggrieved Owner may bring an action to enforce the District Governing Documents, for injunctive relief or damages, including the recovery of a reasonable attorney's fee and costs, regardless of whether a lawsuit is filed.

13. **Term.** This District Declaration shall continue for a term of forty (40) years from its date of recordation. Thereafter, this District Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50.0%) of the Members determines that this District Declaration shall terminate.

14. **District Mortgage Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any District Mortgage or deed of trust, given in good faith and for value.

15. **Registered Agent.** The initial registered agent of the District Association is Christopher P. Gamvroulas. The initial registered office of the District Association is at 3143 South 840 East, St. George, Utah 84790. The name and address of the registered agent may change at any time without notice to the District Lot Owners.

16. **Bylaws.** The District Association shall be administered according to the Bylaws of the Master District Association, which are referred to and incorporated herein by this reference, and where the context requires any references to the Master District Association shall refer to the District Association and any reference to the Board of Delegates shall refer to the District Board of Directors. Notice hereunder shall be provided as required in the Bylaws.

17. **Amendment.** This District Declaration may be amended as follows:

17.1 **By The Owners.** During the District Declarant's Period of Control any amendment to this District Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, when the District Declarant has voted in favor of the amendment. During the District Declarants Period of Control where the District Declarant does not vote in favor of the amendment any amendment to this District Declaration shall require the affirmative written vote or consent of at least ninety percent (90%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Following the expiration of the District Declarant's Period of Control any amendment to this District Declaration shall require the affirmative written vote or consent of at least sixty seven percent (67%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting.

17.2 **Accomplishment of Amendment.** Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the District Association. In such instrument an officer of the District Association shall certify that the vote required by this Section for Amendment has occurred.

17.3 **Initial District Declarant Right to Amend.** The District Declarant alone may amend or terminate this District Declaration prior to the closing of a sale of the first District Lot.

17.4 **Unilateral Right to Amend Under Certain Conditions.** Notwithstanding anything contained in this District Declaration to the contrary, this District Declaration may be

amended unilaterally at any time and from time to time by District Declarant if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the District Lots subject to this District Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any District Lot unless any such Owner shall consent thereto in writing.

**17.5 District Declarant's Right to Amend Unilaterally Prior to Termination of District Declarant's Period of Control.** Notwithstanding anything contained in this District Declaration to the contrary, prior to the expiration of the District Declarant's Period of Control, District Declarant may unilaterally amend this District Declaration for any purpose. Such amendment requires only the signature of the District Declarant.

**17.6 To Satisfy Requirements of District Lenders.** Anything to the contrary notwithstanding, District Declarant reserves the unilateral right to amend all or any part of this Master Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this District Declaration or approval of the sale of District Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any District Lot, or any portions thereof. Any such amendment shall be effected by the recordation by District Declarant of an Amendment duly signed by the District Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all District Lots and all persons having an interest therein. It is the desire of District Declarant to retain control of the District Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of District Declarant, District Declarant shall have the unilateral right to amend this District Declaration to restore such control. Any proposed action which would require the consent of a specified percentage of District Mortgagees, if proper notice is given to a District Mortgagee or other creditor, then a legal presumption is created that the District Mortgagee and/or creditor consented, absent the delivery of a written objection.

**17.7 District Declarant's Rights.** No provision of this District Declaration reserving or granting to District Declarant the District Developmental Rights shall be amended without the prior express written consent of District Declarant, which consent may be withheld,



conditioned or delayed for any reason or for no reason at District Declarant's sole and exclusive discretion.

**17.8 Conflict With Master Declaration.** No provision of the Master Declaration may be amended hereby either directly or indirectly.

**18. Insurance.** Nothing shall be done or kept in, on or about any District Lot or in the District Common Areas which may result in the cancellation of the insurance on the District Property or an increase in the rate of the insurance on the District Property, over what the District Board of Directors, but for such activity, would pay.

**19. Laws.** Nothing shall be done or kept in, on or about any District Lot or District Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

**20. Damage or Waste.** No damage to, or waste of, the District Common Areas shall be committed by any Owner or resident, or their District Guests, visitors or invitees. Each Owner and Resident shall indemnify and hold the District Board of Directors and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or resident or their District Guests, visitors or invitees; provided, however, that any invitee of the District Declarant shall not under any circumstances be deemed to be an invitee or any other Owner.

**21. Nuisance.** No Owner shall create or maintain or permit the creation or maintenance of a nuisance.

**22. Enforcement.** The District Board of Directors may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in District Association's best interests to pursue the matter and, if so, to what extent.


**23. Default.** A default of the Master Declaration shall be considered a material default of this District Declaration. A default of this District Declaration shall be considered a material default of the Master Declaration.

**24. Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of this District Declaration and the provisions of the Master Declaration, the latter shall in all respects govern and control.

25. **Effective Date.** This District Declaration, any amendment or supplement hereto, and any amendment or supplement to the District Final Plat shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this <sup>5<sup>th</sup></sup> day of June, 2019.

DISTRICT DECLARANT:  
IVORY SOUTHERN, LLC.

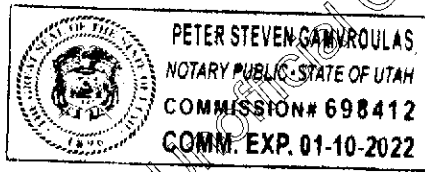
By:   
Name: Kevin Anglesey  
Title: Secretary

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) SS:  
 )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day June, 2019 by Kevin Anglesey, as Secretary of IVORY SOUTHERN, LLC, a Utah limited liability company, and said Kevin Anglesey duly acknowledged to me that said IVORY SOUTHERN, LLC executed the same.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC



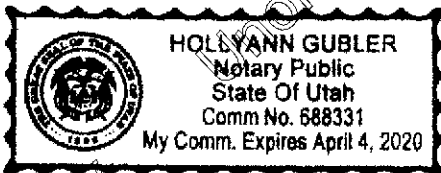
BRENNAN HOLDINGS NO. 200, LLC

By: James A. Raines  
James A. Raines, Authorized Representative

ACKNOWLEDGMENT

STATE OF UTAH )  
Ss:  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 4 day of ~~May~~<sup>June</sup>, 2019 by James A. Raines as Authorized Representative of BRENNAN HOLDINGS NO. 200, LLC, a Utah limited liability company, and said James A. Raines duly acknowledged to me that said BRENNAN HOLDINGS NO. 200, LLC executed the same.



Hollyann Gubler  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE**  
**ESCONDIDO AT SIENNA HILLS PROPERTY**

The District Land described in the foregoing document as the Escondido at Sienna Valley is located in Washington County, Utah and is described more particularly as follows:

BEGINNING AT THE SOUTHEAST CORNER OF A CASITAS AT SIENNA HILLS PHASE 1 SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; SAID POINT ALSO BEING N 1°02'42" E 1464.98 FEET ALONG THE EAST SECTION LINE OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE SOUTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE N 1°02'42" E 1.05 FEET ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE N 61°15'27" E 906.95 FEET, TO THE POINT OF A 87.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 119.97 FEET THROUGH A CENTRAL ANGLE OF 78°33'38"; THENCE N 72°41'49" E 20.00 FEET, TO THE POINT OF A 107.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 72°41'49" W; THENCE ALONG THE ARC OF SAID CURVE 43.97 FEET THROUGH A CENTRAL ANGLE OF 23°26'01", TO THE POINT OF A 217.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 19.86 FEET THROUGH A CENTRAL ANGLE OF 5°14'34"; THENCE N 54°30'22" E 34.00 FEET, TO THE POINT OF A 107.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 54°30'22" E; THENCE ALONG THE ARC OF SAID CURVE 56.25 FEET THROUGH A CENTRAL ANGLE OF 29°58'48"; THENCE N 24°31'34" E 20.00 FEET, TO THE POINT OF A 87.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 24°31'34" E; THENCE ALONG THE ARC OF SAID CURVE 125.29 FEET THROUGH A CENTRAL ANGLE OF 82°02'16"; THENCE N 32°29'18" E 628.62 FEET; THENCE S 57°30'42" E 151.27 FEET; THENCE N 67°27'41" E 182.04 FEET; THENCE S 22°32'19" E 144.00 FEET; THENCE S 67°27'41" W 45.01 FEET; THENCE S 30°43'37" E 218.42 FEET; THENCE N 59°41'30" E 41.26 FEET; THENCE S 30°18'30" E 124.00 FEET; THENCE S 59°41'30" W 352.36 FEET; THENCE S 51°58'35" W 280.75 FEET; THENCE S 47°50'06" W 164.29 FEET; THENCE S 83°31'35" W 146.09 FEET, TO THE POINT OF A 233.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 83°31'35" W; THENCE ALONG THE ARC OF SAID CURVE 12.00 FEET THROUGH A CENTRAL ANGLE OF 2°57'04", TO THE POINT OF A 170.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 131.15 FEET THROUGH A CENTRAL ANGLE OF 44°12'12"; THENCE S 47°54'36" W 20.47 FEET TO THE POINT OF A 150.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 34°48'28" W; THENCE ALONG THE ARC OF SAID CURVE 166.37 FEET THROUGH A CENTRAL ANGLE OF 63°33'01"; THENCE S 61°15'27" W 524.94 FEET; THENCE S 48°01'01" W 52.39 FEET; THENCE S 61°15'27" W 136.83 FEET; THENCE S 68°51'08" W 90.80 FEET; THENCE S 61°15'27" W 118.53 FEET TO THE POINT OF A 570.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 23.63 FEET THROUGH A CENTRAL ANGLE OF 2°22'32", TO A POINT ON THE EASTERLY BOUNDARY OF SIENNA HILLS ELEMENTARY MINOR SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE N 25°52'01" W 80.00 FEET ALONG SAID BOUNDARY, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID CASITAS AT SIENNA HILLS PHASE 1 SUBDIVISION; THENCE N 63°32'54" E 32.70 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING.

CONTAINS 556,284 SQ FT OR 12.77 ACRES MORE OR LESS

**EXHIBIT "B"**  
**BYLAWS OF THE**  
**ESCONDIDO AT SIENNA HILLS DISTRICT ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

**Section 1.01 Name and Location.** The name of the District Association is the Escondido at Sienna Hills District Association (the "District Association"). The principal office of the corporation shall be located at 3143 South 840 East, St. George, Utah 84790. Meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.01 Definitions.** Except as otherwise provided herein or as may be required by context, all terms defined in Article I of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III**  
**MEETINGS OF MEMBERS OF THE DISTRICT ASSOCIATION**

**Section 3.01 Annual Meeting.** The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

**Section 3.02 Special Meetings.** Special meetings of the District Association may be called at any time by the President or by a majority of the District Directors.

**Section 3.03 Notice of Meetings.** Written notice of each meeting of the District Association shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, no more than thirty (30) and at least ten (10) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the District Association, or supplied by such Owner to the District Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 3.04 Quorum.** A majority of the Owners present in person or by proxy and entitled to vote shall constitute a quorum for any action except as otherwise expressly provided in District Governing Documents.

**Section 3.05 Proxies.** At all District Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Owner. Proxies delivered prior to the commencement of the meeting shall be considered valid.

#### **ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE**

**Section 4.01 Number.** The affairs of the District Association shall be managed by a Board of Directors comprised of a variable number of Directors from two (2) or five (5) as the majority of the members may from time to time determine. Each Member must be duly qualified and appointed or elected.

**Section 4.02 Replacement.** If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

**Section 4.03 Term of Office.** Each Member on the Board of Directors shall serve a term of at least one (1) year.

**Section 4.04 Compensation.** No Member shall receive compensation for any service he may render to the District Association as a member of the Board of Directors, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the District Association to provide additional services for a fee.

**Section 4.05 Action Taken Without a Meeting.** The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Members. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

**Section 4.06 Voting.** The Association shall have two classes of voting membership.

(a) **Class A.** Class A Members shall be all District Lot Owners, with the exception of District Declarant, and shall be entitled to one (1) vote for each District Lot owned, except that when more than one person or entity owns an interest in any District Lot, the membership for such District Lot shall be shared among the District Owners of that particular District Lot and the one vote appurtenant to such District Lot shall be exercised as they jointly determine, but in no event shall more than one vote be cast with respect to any such District Lot.

(b) **Class B.** The Class B member shall be District Declarant and shall be entitled to five (5) votes for each District Lot owned. Class B

membership shall cease and be converted to Class A membership at the conclusion of the District Declarant Period of Control.

Whenever in this Bylaws some act or decision requires a vote, approval or consent by the Voting Power, Association, Membership, Members, District Owners or District Lot Owners, one vote shall be appurtenant to each District Lot owned by Class A members and five votes shall be appurtenant to each District Lot owned by the Class Be Member, and each of said votes voted or cast shall be counted when determining whether the specified approval has been obtained. Although each of the multiple District Owners of a single District Lot shall be a Member, in no event shall more than one vote exist or be cast with respect to a single District Lot.

## **ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 5.03 Powers.** The District Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this District Declaration. The District Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the District Association. Without in any way limiting the generality of the foregoing, the District Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

**Section 5.03.1 District Assessments.** The power, authority and right to charge District Assessments and to collect payment in accordance with the Declaration.

**Section 5.03.2 District Association Property.** The power, authority and right to own and/or lease property owned by the District Association. The duty to maintain and manage the District Common Areas and Facilities and improvements thereon. In particular the District Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the District Common Areas and Facilities;
- b. Pay all taxes and District Assessments levied upon the District Common Areas and Facilities and all taxes and District Assessments payable by the District Association;
- c. Obtain any water, sewer, gas and electric services needed for the District Common Areas and Facilities; and
- d. Do each and every other thing reasonable and necessary to protect and preserve the District Common Areas and Facilities, and to manage the District Association.



**Section 5.03.3 Fair and Reasonable Notice.** Notice given in accordance with the provisions of the Revised Utah Nonprofit Corporations Act shall be considered fair and reasonable notice. Unless prohibited by statute, the District Association may give notice by text message, e-mail, text message, the District Association website, or other electronic notice; provided, however an Owner may by making a written demand to the District Association require written notice.

**Section 5.03.4 Online Voting.** If allowed by statute, secure and verifiable online voting is permitted.

**Section 5.03.5 Rules and Regulations.** The District Board of Directors may adopt, amend, modify, create, expand, or enforce rules and regulations as well as architecture and landscape design criteria. The rules, however, are subject to:

- (a) Any express provisions, restrictions and limitations in the Declaration;
- (b) The Business judgment rule<sup>2</sup>; and
- (c) The right of District Lot Owners to notice and to disapprove.

Before it adopts or changes a rule or regulation, the District Board of Directors must provide the District Lot Owners within fifteen (15) days of its meeting advance notice of its intention. Notice is not required in an emergency.<sup>3</sup> The governing District Board must provide an open forum at a District Board meeting and provide District Lot Owners with a chance to be heard. The District Lot Owners may, within sixty (60) days, and by a vote of at least a majority of the total District Lot Ownership at a special meeting called for this purpose disapprove the proposed rule or regulation.<sup>4</sup>

**(d) Equal Treatment; Rule Limitations.**

(1) The rules must treat similarly situated people the same, although the rules may vary according to the type of service provided.

<sup>2</sup> The business judgment rule is a presumption of the law that the governing board is acting in best interest of the association and, as a result, the decisions it makes are protected from judicial review in the event there is a loss of the decision turns out to be wrong, so long as the board did not violate its fiduciary duty to act in good faith and not commit a fraud, self-deal or have a conflict of interest, essentially, not to be guilty of intentional misconduct.

<sup>3</sup> Imminent risk of immediate and substantial harm to person or property.

<sup>4</sup> Note: The Board of Directors is NOT required to call a special meeting unless a petition is submitted to it in accordance with the requirements of the Bylaws for a petition to require a special meeting.

(2) The rules may not violate the right of District Lot Owners to display religious and holiday signs inside their dwelling, although the rules may define the time, place, and manner of displays visible from outside the Dwelling Unit or Lot.

(3) The rules may not regulate the content of political signs, although the Rules may define the time, place, and manner of displays visible from outside the Dwelling Unit or Lot.

(4) The rules may not interfere with an District Lot Owner's determination of the composition of his or her household, although they may legally require the occupants to be members of a single housekeeping unit and may limit the total number of occupants permitted in a Dwelling Unit based its size, configuration and a fair use of the District Common Areas.

(5) The rules may not interfere with activities within a Lot or Dwelling Unit if the activity is legal. Limits may be made if the activities are not considered typical for a residential neighborhood, or if the activities create an additional expense for the District Association, or if the activities are dangerous or pose a health concern, or if the activities constitute a nuisance, create unreasonable noise or traffic, or are unsightly or annoying, or create secondary smoke issues.

(6) If federal, state or local law permits, rules may be adopted regulating use or behavior inside a Dwelling Unit or Lot, including by way of illustration but not limitation smoking, rentals, noise, traffic and nuisance.

(7) The rules may address a variety of matters such as user fees, the availability of the District Common Area and Facilities, the denial of access and use of recreational amenities to trespassers, violators, misusers or abusers, the transfer of lots, rental terms, the disposal of personal property, etc.

(8) The rules may regulate the maintenance and use of the District Common Area and Facilities, late fees, accruing interest, indemnity, etc.

(9) No rule may be in conflict, inconsistent or incongruent with the Declaration and Bylaws. If any provision of this subsection is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This subsection will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this subsection will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this subsection. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this subsection, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

**ARTICLE VI  
OFFICERS AND THEIR DUTIES**

**Section 6.01 Enumeration of Officers.** The officers of the District Association shall be a President and Secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not concurrently hold the office of President and Secretary. The officers need not be District Directors.

**Section 6.02 Election of Officers.** The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

**Section 6.03 Term.** Each officer of the District Association shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

**Section 6.04 Special Appointments.** The Board of Directors may elect such other officers as the affairs of the District Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

**Section 6.05 Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.06 Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 6.07 President.** The President shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out and (c) sign all contracts.

**Section 6.08 Secretary.** The Secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the District Association, (b) keep the corporate seal of the District Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the District Association, (d) keep appropriate current record showing the Members of the District Association together with their addresses and (e) perform such other duties as may be required by the Board of Directors.

**ARTICLE VII  
SUBCOMMITTEES**

**Section 7.01 Subcommittees.** The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

**ARTICLE VIII  
BOOKS AND RECORDS**

**Section 8.01 Books and Records.** The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the District Tract, and the administration of the District Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

**Section 8.02 Production of Records.** The District Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the District Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the District Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any District Lot Owner or Owners at a convenient hour during the regular work week no later than fourteen (14) days after the District Lot Owner makes a written request to examine the records.

**Section 8.03 Signatures.** All checks, drafts, contracts, and legally binding agreements must be signed by an individual or individuals authorized in writing by the District Board.

**Section 8.04 Bookkeeping.** The accounting and financial statements for District Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a member of the Board of Directors or an officer of the District Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered designee by the bookkeeper or accountant to each Member and District Association or their designee. The accountant or bookkeeper shall prepare and file all tax returns for the District Association.

**Section 8.05 Audit.** A majority vote of either the District Directors or the District Lot Owners shall be necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the District Association.

**ARTICLE IX  
AMENDMENTS**

**Section 9.01 Amendment to Bylaws.** During the District Declarant's Period of Control any amendment to these Bylaws shall require the affirmative written vote or consent of at least sixty seven percent (67%) of the District Lot Owners cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, when the District Declarant has voted in favor of the amendment. During the District Declarant's Period of Control, where the District Declarant does not vote in favor of the amendment, any amendment to these Bylaws shall require the affirmative written vote or consent of at least ninety percent (90%) of the District Lot Owners cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Following the expiration of the District Declarant's Period of Control any amendment to these Bylaws shall require the affirmative written vote or consent of at least sixty seven percent (67%) of the District Lot Owners cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Notwithstanding the foregoing, these Bylaws may be amended unilaterally by the District Declarant until the expiration of the District Declarant's Period of Control.

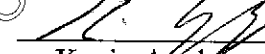
**Section 9.02 Conflict Between Articles, Bylaws and Declaration.** In the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.01 Miscellaneous.** The fiscal year of the District Association shall begin on the first day of January and end on the 31st day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 3<sup>rd</sup> day of June, 2019.

DISTRICT DECLARANT:  
IVORY SOUTHERN, LLC.

By:   
Name: Kevin Anglesey  
Title: Secretary



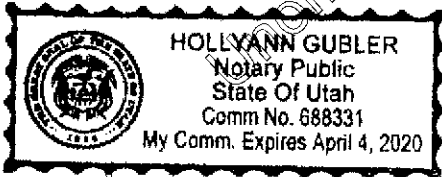
BRENNAN HOLDINGS NO. 200, LLC

By: James A. Raines  
James A. Raines, Authorized Representative

ACKNOWLEDGMENT

STATE OF UTAH )  
Ss:  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 4 day of June, 2019 by James A. Raines as Authorized Representative of BRENNAN HOLDINGS NO. 200, LLC, a Utah limited liability company, and said James A. Raines duly acknowledged to me that said BRENNAN HOLDINGS NO. 200, LLC executed the same.



Hollyann Gubler  
NOTARY PUBLIC

**EXHIBIT "C"**  
**WATER WISE TECHNIQUES**



**IVORY HOMES**  
**WATER-WISE LANDSCAPING**  
 PROTO-TYPE

IVORY HOMES IS PLEASED TO PROVIDE THIS CONCEPTUAL LANDSCAPE PLAN AND TO PROVIDE TO YOU THE  
 WATER-WISE LANDSCAPING PLAN FOR YOUR HOME. THIS PLAN IS A HIGH LEVEL, AND WATER-WISE APPROACH...

R. MICHAEL KELLY  
 LANDSCAPE ARCHITECT



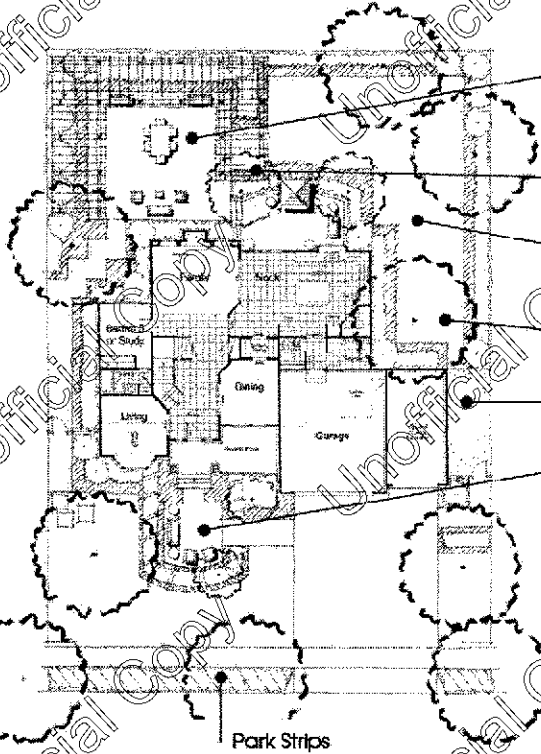
**Street Trees**

...can contribute to the neighborhood aesthetic, but they also shade and cool pavements. This can help reduce ambient temperatures and help reduce cooling costs. Planting and caring for street trees is an important element in improving your community's long-term sustainability.

**Installation:**  
 Your community may have street trees that have been installed. In other cases, you may be expected to provide and plant the street trees. In either case, your street trees will be part of an overall community street tree plan. Check the covenants or other materials you received and make sure that you plant required street trees in accordance with the plan provided.

**Maintenance:**  
 You have an important responsibility to properly maintain your street trees. If one home owner neglects to plant or properly maintain street trees in front of their home, the entire neighborhood feels the effect.

- Be certain that adequate water is provided to your street trees so that they will be healthy.
- Prune as necessary to prevent problems or disease, but don't over-prune to modify the natural shape of the tree.
- Staking is not normally necessary, but if your tree is not growing straight, it may be important.
- Trees should be fertilized annually. Commercial fertilizers are available in many forms. Check with your local nurseryman for recommendations.



**Park Strips**

...can add an aesthetic quality to the neighborhood that becomes a communal benefit. But being surrounded by pavements, park strips are hot and dry out quickly, so lawn is not the best choice for these areas. A good alternative is to plant your park strip with a single groundcover. The simplicity of a single material will be sufficient to provide individual identity for your home, but keep the overall neighborhood fabric from becoming too busy. Some good choices for park strip plantings are:

- *Ajuga reptans* (carpet bugle): short, dark green and bronze with purple flowers in summer;
- *Cerastium tomentosum* (snow in summer): short, blue-grey with white flowers in late spring;
- *sedum spatum* (dragon's blood sedum): short, bronze-green with red blossoms in spring;
- *Thymus serpyllum* (mother of thyme): short, soft green with lavender flowers in summer; and
- *Vinca minor* (dwarf periwinkle): trailing, deep rich green with purple flowers in spring.

Gravel and rock are discouraged because they add to the problem of reflected radiant heat. However, use pavers to provide pedestrian access.



**Water-Wise Landscape Ideas**

Generous paved patios and terraces provide not only outdoor living spaces and entertainment opportunities, but they reduce the amount of watering in your yard. Remember: It's important to shade these paved surfaces...

An arbor, trellis, or roofed garden structure can help define spaces but also add shade and help to reduce evaporation.

Reduce the amount of lawn to that necessary for outdoor activities. A good goal for the front yard is a maximum of 60 to 70 per cent of the total planted area.

Place shade trees to maximize their effect on solar modification or protection from wind.. Consider needs for both the yard and the house.

Consider making utility areas or out-of-sight side yards a hard-surface pavement or gravel surface to reduce water usage.

Consider using additional pavements in the front yard. They can provide an inviting entry space. It will also reduce the area requiring irrigation.

Space plants adequately to provide, at maturity, coverage and shade for the soil.

A wood bark mulch in newly-planted beds can help condition soil and reduce evaporation from the soil surface.

Consider alternate surfaces in play areas such as sand or wood chips made especially for play areas.



**Ideas for Irrigation Systems**

An automatic irrigation system, when properly maintained and monitored, can reduce water waste.

Make sure that lawn areas and shrub beds are on separate water valves. Shrubs use much less water than lawn, so should be watered less. Separating the valves and monitoring water needs will save water.

When laying out your system, also consider microclimates. The north and east sides of your house will be in shade longer than the south and west sides.

Drip irrigation systems can be effective in shrub beds and will help conserve water.

Water your yard during early morning hours to help minimize evaporation.

**Suggested Plant List - Water-Wise Plants**

First, these lists are not exhaustive. They are meant to give some examples of the plant materials that can be used to save water, but allow interest and variety in your landscape. Consult with a nurseryman or landscape architect to explore other possibilities—there are many.

**Shade Trees**

Use to provide shade to protect plantings and reduce evapo-transpiration from plant materials. Shade will reduce water use of plant materials in the hot summer months. Consider placement in relation to predominant solar aspect and use to reduce solar impact of summer sun on the house. This can reduce the amount of energy used to cool your home.

<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Cotinus occidentalis</i>	Common Hackberry
<i>Sophora japonica</i>	Japanese Pagoda tree

**Accent Trees**

Use in areas where large trees are not practical. Can help with solar modification as well as adding aesthetic enhancements.

<i>Acer carpinifera</i>	Hedge Maple
<i>Crataegus phoenopyrum</i>	Washington Thorn
<i>Koelerutera paniculata</i>	Goldenrain Tree

**Evergreen Trees**

Use in locations where you would shade trees, but find the year-round foliage of an evergreen advantageous. Remember that using evergreens to shade the house can reduce the valuable solar benefits of the winter sun. And make sure you have the space for it to grow!

<i>Picea pungens</i>	Colorado Spruce
<i>Pinus</i> spp.	Pine

**Tall Shrubs**

These are shrubs that will grow to 6 feet tall or more. Verify their potential size and carefully consider their placement. Use to accent or soften architectural lines. May be valuable at corners and beside tall architectural elements. Planted in masses, or groupings, they can help screen for privacy or views. They can create shade to affect microclimates in planting beds.

<i>Amelanchier alnifolia</i>	Serviceberry
<i>Cotoneaster</i> spp.	Cotoneaster
<i>Ligustrum vulgare</i>	Common Privet
<i>Physocarpus monogyna</i>	Mountain Ninebark

**Medium Shrubs**

These are shrubs that will grow from 4 to 5 feet tall to about 5 foot tall. Become familiar with the plants' individual characteristics to understand their ultimate height and spread. Shrubs should be planted so that when they mature to their ultimate size they should touch—without overcrowding—in order to fill the shrub bed. This will shade the soil surface and help conserve water by reducing evaporation.

<i>Cotoneaster</i> spp.	Cotoneaster
<i>Juniperus</i> spp.	Juniper
<i>Pinus strobus</i>	White Pine
<i>Patersonia fruticosa</i>	Shrubby Cinquefoil
<i>Yucca</i> spp.	Adam's Needle

**Groundcovers**

Groundcovers are a valuable tool to help cover the soil and reduce evaporation thereby helping to conserve water. Most will spread over time and effectively cover bare soil. Be careful with those that can be extremely aggressive.

<i>Ajuga reptans</i>	Carpet Bugle
<i>Hypericum calycinum</i>	Creeping St. Johnswort
<i>Thymus serpyllum</i>	Mother of Thyme
<i>Vinca minor</i>	Dwarf Periwinkle

**Vines**

Vines can add interest to your garden and can also help modify micro-climatic conditions. A vine climbing over a trellis or arbor can provide some shade where there is not sufficient space for a tree.

<i>Lonicera</i> spp.	Honeysuckle
<i>Polygonum aubertii</i>	Silverlace Vine

**Perennial Flowers**

Colorful flowers always bring a garden to life. A water-wise landscape does not need to forgo their color. The right combinations can provide year-round color. These flowers are all water-wise and should be used freely to brighten your garden.

<i>Alyssum saxatile</i>	Basket of Gold
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Gaillardia</i> spp.	Blanket Flower
<i>Hemerocallis</i> spp.	Daylily
<i>Heuchera sanguinea</i>	Worm-bells
<i>lris</i> spp.	Iris
<i>Lavandula angustifolia</i>	English Lavender
<i>Rudbeckia</i> spp.	Black-eyed Susan