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Ent 1299426 Bk 2286 Pg 1238
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Cache County, UT
Devron Andersen, Rec. - Filed By NL
For HERITAGE LAND HOLDINGS LLC

Parcel No(s). 03-0000-0001

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FIREFLY ESTATES (this "**Declaration**") is made as of September 3, 2021, by Heritage Land Development, LLC, a Utah limited liability company ("**Declarant**").

ARTICLE I
Definitions

1.1 "**Act**" means the Community Association Act, Title 57, Chapter 8a of the Utah Code Ann., as amended from time to time.

1.2 "**Additional Property**" means any real property which Declarant may elect to make part of the Community in the future.

1.3 "**Common Area**" means all real property located within the Community that is not either (i) included within the boundaries of a Parcel, (ii) identified on a Plat or in a sub-declaration as limited common area for the exclusive use of one or more specified Parcels, or (iii) dedicated as a public right of way or easement.

1.4 "**Community**" means the real property located in Cache County, State of Utah, which property is described in the attached Exhibit A. The Community is generally known as Firefly Estates.

1.5 "**Declarant**" means the parties referenced in the first paragraph, and its/their respective successors or assigns that take title to any portion of the Community for the purpose of development and/or sale and who are designated as Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.6 "**Design Guidelines**" means the Design Guidelines and Construction Rules adopted by the Declarant from time to time, in the Declarant's sole discretion.

1.7 "**Dwelling Unit**" means a single-family detached home, a single family attached home, or a multi-family facility, such as a building used as apartments, constructed on a Parcel within the Community.

- 1.8 “**FHA**” means the Federal Housing Administration.
- 1.9 “**FHLMC**” means the Federal Home Loan Mortgage Corporation.
- 1.10 “**First Mortgage**” means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.
- 1.11 “**First Mortgagee**” means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.
- 1.12 “**FNMA**” means the Federal National Mortgage Association.
- 1.13 “**Improvement**” means any improvement now or hereafter constructed within the Community and includes anything that is a structure and appurtenances thereto of every type and kind, including but not limited to any Dwelling Unit, clubhouse, building, shed, guest house, casita, pergola, hot tub, screening wall, accessory building, detached garage, radio or other antenna, fence, or wall.
- 1.14 “**Mortgage**” means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.
- 1.15 “**Mortgagee**” means a beneficiary or holder of a Mortgage.
- 1.16 “**Municipal Authority**” means any applicable governmental entity or municipality that has jurisdiction over all or some part of the Community, including, without limitation, the City of American Fork, Utah.
- 1.17 “**Occupant**” means any Person other than an Owner, who has actual use, possession or control of a Parcel or Dwelling Unit or any portion thereof, or any other Improvement located within the Community.
- 1.18 “**Owner**” means one or more Persons who hold the record title to any Parcel within the Community, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- 1.19 “**Parcel**” means one or more legally subdivided lots or parcels of land within the Community that is intended for sale and development as a Dwelling Unit, as shown on a Plat.
- 1.20 “**Person**” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.
- 1.21 “**Plat**” means any subdivision plat affecting any portion of the Community, recorded from time to time in the official records of the Cache County Recorder, as amended from time to time.
- 1.22 “**Record,**” “**Recording,**” “**Recorded**” and “**Recordation**” means placing or having placed an instrument of public record in the official records of Cache County, Utah.
- 1.23 “**Regulated Modification**” means (without implication that any particular matter is permitted or prohibited by this Declaration) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, Improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing within the Community as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by Declarant, but including by way of illustration and not of limitation:

- 1.23.1 any building, garage, porch, shed, bathhouse, swimming pool, hot tub, pool house, coop or cage, covered or uncovered patio, children's play fort or play set and any other recreational devices or equipment used outside of a Dwelling Unit, fence, wall or other screening device, curbing, paving, wall, trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters, and any other temporary or permanent modification or alteration;
- 1.23.2 any other building, structure, Improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Design Guidelines, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Community.
- 1.23.3 any modifications to the structural, mechanical, or electrical elements, systems or components of a Dwelling Unit.

1.24 "**Single Family**" means a group of one or more Persons, each related to the other by blood, marriage or legal adoption, or a group of four or fewer persons not all so related, who maintain a common household in a Dwelling Unit and as otherwise defined by the Municipal Authority and applicable law.

ARTICLE II
Declaration/Expansion/Common Area/Easements

2.1 **Declaration.** All of the real property in this Community is and will at all times be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which will run with land and which will be binding on all parties having any right, title, or interest in the Community or any part thereof, their heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each Owner. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Community and evidences his, her or its agreement that all the restrictions, conditions, and covenants, contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Declarant and all Owners. This Declaration shall not be construed to prevent the Declarant from dedicating or conveying portions of the Community, including but not limited to streets or roadways, for uses other than as a Parcel or Dwelling Unit subject to the provisions of this Declaration.

2.2 **Conflicts with Law.** If there is any conflict between this Declaration and the requirements of the applicable ordinances of any Municipal Authority, the more restrictive provisions will control.

2.3 **No Condominium/Association.** The Community is not, by execution and recording of this Declaration, being submitted to the provisions of the Community Association Act. No association is being created. This Declaration and the Community are not subject to the Community Association Act. This Declaration does not constitute a declaration under the Community Association Act.

2.4 **Readjustment of Parcel Boundaries.** Declarant reserves for itself the right to effectuate minor realignment and adjustment of the boundary lines between Parcels that are owned by Declarant for

purposes of proper configuration and final engineering of the Community; provided that any such realignment and adjustment does not affect any existing Dwelling Unit or Improvement (other than landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant in its sole discretion, subject to the other provisions of this Section 2.4. All Owners specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of the Parcel boundary lines as reasonably requested by the Declarant such as through signing an amended plat. Further, all Owners acknowledge and agree that no amendment to this Declaration or the subdivision plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to applicable law. More particularly, boundary line adjustments between adjacent Parcels may be executed upon the approval of the appropriate Municipal Authority and upon recordation of an appropriate deed.

2.5 Expansion Rights. Declarant reserves the right to subject Additional Property to this Declaration at any time, by the recordation of one or more supplemental declarations or similar instruments stating that certain real property is added to the Community and this Declaration. Declarant is not ever required to obtain the permission or consent of any Owner of any Parcel or any other third party, relating to expansion of the Community. Only Declarant and its assigns may exercise the option to expand the Community, and Declarant and its assigns shall have the right to expand the Community even if the Declarant no longer owns any interest in the Community. There are no limitations on the maximum or minimum amount of Additional Property which may be added. There may be more than one expansion and the expansion may be made as to any amount or in any order. Expansion shall occur by the Declarant recording in the official records of the Cache County Recorder a declaration, supplement, or other instrument indicating the Declarant's intent to expand the Community to include Additional Property identified in that instrument. Upon the recording of such instrument, the property described therein shall be subject in all respects to this Declaration and shall for all purposes be considered part of the Community.

2.6 Common Area. The Owners each and all have a perpetual, irrevocable, non-exclusive easement over the Common Areas for the purpose of accessing the Owners' respective Lot. Additionally, if any part of the Common Area is a park or other public amenity, each Owner has a perpetual, irrevocable, non-exclusive easement to use such part of the Common Area for its intended purpose. Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. Owner(s) shall defend, indemnify and hold harmless the Declarant against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril. Declarant has no obligation or duty to improve, provide, maintain, repair, or otherwise manage or operate any of the Common Area. The Declarant intends (but has no obligation to do so, and will do so solely in Developer's discretion) to allow a sub-association, governing the townhome portion of the Community, to operate and maintain any improved portion(s) of the Common Area. Each Owner shall have and own an equal undivided interest in the Common Area.

Ent 1299426 Bk 2286 Pg 1241

2.7 Easements. The Declarant and any public or private utility provider shall have an easement through all Lots and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary as determined by the Declarant. Within any easement, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Lot and all improvements therein shall be maintained continuously by the person or entity responsible for maintenance of such Lot in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Lot Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common

facilities located in any of the other Lots and serving his or her Lot.

2.8 Declarant's Rights. In addition to any other rights under this Declaration or the Bylaws, as long as Declarant owns at least one Parcel within the Townhome Community, Declarant:

- (a) Shall have the right to (i) maintain a sales office and model on one or more of the Parcels which Declarant owns, and (ii) authorize a designed builder to maintain a sales office or model on one or more of the Parcels which Declarant or the designated builder owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.
- (b) May maintain a reasonable number of For Sale signs, the size of which may be determined by Declarant, at reasonable locations on the Townhome Community
- (c) Consistent with the amendment provisions of this Declaration and Bylaws, the approval of the Declarant shall be required in order to adopt any amendment to the Declaration or Bylaws of the Declarant.
- (d) The Declarant, the Declarant-appointed Board and the Declarant are exempted from all procedures, requirements and obligations imposed by the Act to the extent allowed by the Act during the Period of Administrative Control and all rights authorized to be reserved by a declarant under the Act are hereby deemed reserved by the Declarant. The Declarant and the Declarant-appointed Board are exempt from association rules and the rulemaking procedure under the Act and all rights under that section are hereby reserved by Declarant.

2.9 Sub-Declaration(s). The Declarant may record one or more sub-declarations within distinct portions of the Community. For example, Declarant anticipates recording a sub-declaration for the townhomes with the Community. This Master Declaration supersedes any conflicting terms of any sub-declaration, with one exception, which is that, notwithstanding anything to the contrary in this Declaration, the Owners under this Declaration have no rights to access or use any Limited Common Areas as defined in a sub-declaration.

ARTICLE III **Design/Architectural Standards**

3.1 Design Guidelines. For so long as the Declarant owns any interest in the Community, each Dwelling Unit must be designed and constructed in accordance with the Design Guidelines imposed, adopted, revised, and amended by the Declarant from time to time in the Declarant's sole discretion. IN ADDITION TO OTHER REMEDIES, THIS DECLARATION AND/OR THE DESIGN GUIDELINES MAY PROVIDE FOR A FINE OF UP TO \$15,000.00 AGAINST ANY OWNER AND PARCEL SUBJECT TO THIS DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DECLARANT OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE DECLARANT, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS.

3.2 Submission of Plans Required. As long as Declarant owns any interest in any part of the Community, no Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Parcel unless and until complete plans and specifications have been submitted to and approved in writing to the Declarant. In addition to any other applicable requirements per applicable Design Guidelines, any plans and specifications to be submitted must specify, in such detail and form as the Declarant may reasonably require:

- (a) the location upon the Parcel where the Regulated Modification will occur or be placed;

(b) exterior building elevations, including, the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the Regulated Modification;

(c) appropriate information concerning grading, paving, decking and landscaping details;

(d) such other information, plans or specifications as may be requested or required by the Declarant that in the sole opinion of the Declarant is reasonably necessary to fairly and fully evaluate all aspects of the proposed Regulated Modification.

3.3 Manner and Effect of Adoption of Design Guidelines. The Design Guidelines are of equal dignity with, and shall be enforceable in the same manner as, other provisions of this Declaration, provided: (a) the Design Guidelines shall not be deemed a waiver, modification, or repeal of any of the provisions of this Declaration; and (b) the Design Guidelines shall not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Design Guidelines.

3.4 Disapproval by Declarant. The Declarant will include aesthetic judgment in its decision-making process, and approval of submitted plans will not be required simply because the plans satisfy stated objective requirements. The Declarant may disapprove any request for approval for any reasons, including the following: (i) failure to comply with the Design Guidelines; (ii) lack of sufficient information, plans or specifications as reasonably determined by the Declarant to enable the Declarant to fairly and fully evaluate the proposed Regulated Modification or the uses thereof; or (iii) failure to include any information, plans or specifications as may be reasonably requested by the Declarant. In the event of disapproval, the Declarant shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the Declarant shall also notify applicant of the additional information, plans or specifications required.

3.5 Approval and Conditional Approval by the Declarant.

3.5.1 Manner. The Declarant may fully approve any request for approval or approve any such request subject to compliance with conditions stated in a conditional approval. Conditions for approval may include, without limitation, requirements for modifications to plans and specifications such as upgrading or other changes as to materials or changes as to color or design or location, or requirements for addition of other improvements such as sight barrier landscaping or other devices to screen a proposed Regulated Modification from view from adjacent Dwelling Units. A conditional approval is effective only upon full compliance with the stated condition(s). The Declarant shall notify the applicant in writing of such approval (together with any qualifications or conditions of approval).

3.5.2 Effect. Except for fraud, misrepresentation, accident or mistake, the Declarant's approval or conditional approval is final as to each Regulated Modification, and may not be revoked or rescinded once given except as stated herein regarding conditional approvals. Except as to compliance with this Article VII, the Declarant's approval or conditional approval of an application does not constitute a waiver, modification or repeal of any covenant contained in this Declaration, or preclude by estoppel or otherwise full enforcement of all provisions hereof. The Declarant's approval or conditional approval of an application may not be deemed a waiver of the right of the Declarant to subsequently disapprove similar requests for approval, or any of the features or elements included therein.

3.6 Submission and Response. Applications for Declarant's review and approval are deemed submitted to the Declarant only upon actual receipt by the Declarant. All responses by the Declarant will be in writing, and are deemed given when deposited in the United States mail, postage prepaid and addressed to, the applicant at the address specified in the application or the last known address of the applicant according to the records of the Declarant. The Declarant has no duty to respond to, and the provisions of this Section do not apply regarding, any application if the Person(s) identified in the application do not appear as Owners according to the books and records of the Declarant unless and

until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the Declarant. Where more than one Owner applies for approval, the delivery or mailing of a response to any one of the Owners as aforesaid constitutes notice to all such Owners. Declarant may retain an architectural firm or other third-party contractor to review and approval submissions to Declarant. As a condition to review any submittals, Declarant may charge, and require an Owner to pay, a reasonable fee that will cover the costs of any third party to review and approve of submissions and to compensate Declarant for the administrative and overhead expense associated with the review and approval of any submittals.

3.7 Implied Conditions of Approval.

3.7.1 Applicability. Unless expressly waived or modified by the Declarant in writing, each and every approval or conditional approval of a Regulated Modification is subject to all provisions of this Article III whether or not stated in the approval or conditional approval.

3.7.2 Commencement and Completion of Work. Approval of an application for a Regulated Modification is effective for one year from the date of approval. If work on a Regulated Modification is not commenced within one year after approval or conditional approval, such approval will become null and void and the Owner must submit a new application and obtain a new approval for the Regulated Modification, unless an extension is agreed to by the Declarant. Upon commencement, the Owner must diligently prosecute and complete all work as soon thereafter as reasonably possible. The front yard of each Parcel (from the street to the front line of the residence on the Parcel) shall be landscaped within six months of the occupancy date of any structure built upon said Parcel. The remainder of the Parcel shall be landscaped within two years of the occupancy date of any structure built upon said Parcel

3.7.4 Compliance with Plans. All work on a Regulated Modification must proceed in compliance with: (i) the application and plans and specifications approved by the Declarant, (ii) any and all conditions stated by the Declarant in the approval, and (iii) any and all applicable governmental laws, rules, regulations, ordinances, and building codes.

3.7.5 Permit Requirements. Each Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received. Without limitation of the foregoing, the Declarant may deny approval pending, or conditional approval upon, prior compliance with applicable permitting requirements or upon receipt of certification satisfactory to the Declarant that no such permitting requirements exist.

3.7.6 Compliance with Laws. Each applicant is solely responsible for insuring that (and nothing in the Declaration or any written decision of the Declarant shall be construed as a covenant, representation, guaranty or warranty that) any proposed Regulated Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements).

3.8 Inspection Rights. Upon reasonable notice (oral or written), a representative of the Declarant may enter upon a Parcel without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any Regulated Modification in compliance with the approved plans, specifications, information and documentation for same, and as to compliance with any applicable provisions of the Declaration and the Design Guidelines.

Ent-1299426 Bk 2286 Pg 1244

3.9 Limitation of Liability. Neither Declarant nor its manager, officers, employees, or representatives are liable to any Owner or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Design Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal

requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the Regulated Modification.

3.10 Limitation of Applicability; Amendment. None of the provisions of this Article III apply to any activities of Declarant.

3.11 Waiver by Declarant. Despite anything in this Declaration to the contrary, as long as Declarant owns an interest in any part of the Community, Declarant may elect to forego and waive its right to review and approve any Regulated Modifications. In that case, any Regulated Modifications are not required to be approved by Declarant, but still must comply with the Design Guidelines; and any Owner shall have the right to enforce observance and performance by another Owner to the Design Guidelines.

3.12 Enforcement.

3.12.1 General. The Declarant shall have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, and all other rights and remedies set forth in this Declaration, to an injunction either prohibitive or mandatory. Subject to any limitation imposed under Utah law, an aggrieved Owner may bring an action against such other Owner to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

3.12.2 No Estoppel, Waiver or Liability. Failure of Declarant or any Owner to enforce any of the provisions of this Declaration will not be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to Declarant for failure to enforce any provisions of this Declaration.

3.12.3 Cumulative Rights and Remedies. Each right and remedy set forth in this Declaration is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided or as provided by law, or the failure to exercise a particular right or remedy, will not be construed as a waiver of such right or remedy or any other right or remedy. Without limitation of the foregoing, the provisions of this Section are declared specifically to be cumulative of the provisions of this Declaration.

3.12.4 Liability for Conduct of Related Parties. Each Owner must ensure that the Occupants on its Parcel and any guests and invitees strictly comply with all applicable provisions of this Declaration. Each Owner is liable for all consequences of any such violation by such Owner's Occupants and their guests and invitees.

Ent 1299426 Bk 2286 Pg 1245

3.12.5 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner that violates any of the provisions of this Declaration is liable for payment to the Declarant for, and hereby indemnifies and holds harmless the Declarant from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Declarant all sums of money which the Declarant may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are secured by the continuing assessment lien established by this Declaration. All such sums are due and payable upon demand by the Declarant without the necessity of any other or further notice of any act, fact or information concerning the Declarant's rights or such Owner's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Declarant's payment or liability to pay the claim with sufficient detail to identify the basis for the payment or liability to pay.

3.12.6 Filing of Notices of Non-Compliance. At any time the Declarant determines in good faith there probably exists any noncompliance with any provisions of this Declaration, the Declarant

may at its option direct that a notice of noncompliance be filed in the Official Public Records of Cache County, Utah covering the affected Parcel at the sole cost and expense of such Owner(s).

ARTICLE IV
Use Restrictions

4.1 Signs. No signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Parcel. Standard real-estate for sale signs, state and US flags exempted. No sign is permitted which is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. No Owner or Occupant (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Parcel.

4.2 Parking. All vehicles must be parked on such Owner's Parcel. Construction vehicles will be allowed to park temporarily on public roads during construction in compliance with applicable laws as long as road traffic is not impeded.

4.3 Occupants Bound. All provisions of this Declaration that govern the conduct of Owners and which provide for sanctions against Owners shall also apply to Occupants of any Parcel. Each Owner shall comply, and shall cause all of such Owner's Occupants to comply, with this Declaration, and shall be responsible for all violations thereof and/or all damage or loss caused by such Occupants. Any failure in compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant or, in a proper case, by any aggrieved Owner or Owners. In addition, the Declarant may avail itself of any and all remedies provided in this Declaration.

4.4 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Community, except dogs, cats, or other usual and common household pets, not to exceed the number as may be permitted on a Parcel or within a Dwelling Unit pursuant to the laws, codes, and ordinances of the Municipal Authority. No pets may be kept, bred, or maintained for any commercial purpose. No animals or pets shall be permitted to roam free anywhere in the Community.

4.5 Quiet Enjoyment; Nuisances. No portion of the Community shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition (with the understanding that the Community and a Parcel may be maintained in its natural environment) or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Community except small personal fires in appropriate fire pit.

4.6 Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Parcel. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (36) hours.

Ent 1299426 Bk 2286 Pg 1246

4.7 Antenna and Satellite Dish Systems. To the extent permitted by the Telecommunications Act of 1996, as amended from time to time (the "**Telecommunications Act**"), without the Declarant's approval: (a) no direct broadcast satellite dish or multipoint distribution service antenna larger than one (1) meter in diameter will be allowed on a Dwelling Unit, (b) no television

broadcast antenna mast may extend above the height of the center ridge of the roof of the Dwelling Unit, and (c) no multipoint distribution service antenna mast may exceed the height of twelve feet (12') above the center ridge of the roof of the Dwelling Unit. This Section 4.7 shall be interpreted to be as restrictive as possible, while at all times complying with the provisions of the Telecommunications Act. Terms used in this Section 4.7, shall be deemed to have the meanings set forth in the Over-The-Air Reception Devices Rule ("**OTARD**") promulgated under the Telecommunications Act or other rules and regulations promulgated pursuant thereto, and where OTARD, the Telecommunications Act, or any other rule or regulation promulgated thereunder requires the Declarant to act reasonably, or respond promptly, such obligation shall be deemed a part of the Declarant's obligations under this provision. In the event of an amendment to the Telecommunications Act which conflicts with this provision, the conflicting provision herein automatically shall be deemed deleted, and Declarant, without the joinder of any other Owner(s), may amend this provision so as to comply with the amended Telecommunications Act.

4.8 Garbage Cans, Tanks, Etc. All garbage cans, mechanical equipment, woodpiles, yard equipment and other similar items on Parcels shall be located or screened so as to be concealed from public view. Any propane tanks shall be located underground on the Owner's Parcel in compliance with all requirements of the Municipal Authority and in compliance with all applicable laws. No garbage or trash shall be placed or kept on any Parcel, except in covered containers of a type, size and style which are approved by the Declaration or required by the applicable Municipal Authority. All rubbish, trash and garbage shall be removed from the Parcels and shall not be allowed to accumulate thereon. Excluding trash collection days (and a reasonable period of time prior to and after such collection day), trash containers shall not be stored in areas that would allow such containers to be in a visible location. Any trash containers located outside of a Dwelling Unit shall be in bear, rat, and vermin proof containers. No outdoor incinerators shall be kept or maintained on any Parcel

4.9 Subdivision of Parcel. No Parcel shall be further subdivided or separated into smaller lots or parcels or its boundary lines changed. Parcels or interests by any Owner, and no portion less than all of any such Parcel or any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant, which approval must be evidenced on the plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Parcel. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into lots or parcels any property or Parcels at any time owned by Declarant. No Supplemental Declaration or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Parcel without the provisions thereof having been first approved in writing by the Declarant and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Parcel, and no applications for variances or use permits, shall be filed with a Municipal Authority unless the proposed use of the Parcel complies with this Declaration.

4.10 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant during initial construction within the Community and except as set forth in this Declaration, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Parcel or any part of the Community. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Parcel, provided it receives the prior approval of the Declarant, as appropriate, in accordance with this Declaration. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events.

Ent-1299426 Bk 2286 Pg 1247

4.11 Drainage and Septic Systems. Catch basins, drainage swales, and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner may interfere with the established drainage pattern over any part of the Community unless adequate provision is made for property drainage and is approved in advance by the Declarant. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Community is completed by Declarant. Septic tanks and drain fields are prohibited within the Community. No Owner shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances,

in any storm drain, drainage ditch, or stream within the Community.

4.12 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or buildings or other structures as approved by the Declarant, except for:

(a) Overhead power poles and lines within the Community as approved by Declarant; and

(b) boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices;

(c) antennae and dish satellite systems pursuant to Section 4.7.

4.13 Trailers and Campers. No mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Parcel, except for on a temporary basis.

4.14 Leasing of Dwelling Units/Restriction on Rentals. The leasing of Dwelling Units shall be subject to any applicable laws, including, but not limited to, the U.S. Fair Housing Act, the Act, and the ordinances of the Municipal Authority. All leases shall be subject to the terms and conditions of this Declaration. As long as Declarant owns an interest in any part of the Community, the Declarant may adopt reasonable rules, or amend this Declaration unilaterally in Declarant's sole discretion, regulating leasing and subleasing of Dwelling Units. Notwithstanding the above, an Owner and any Dwelling Unit shall be exempt from any restrictions on leasing as follows: (a) if the Owner is in the military, the Owner may lease its Dwelling Unit for the period of the Owner's deployment, (b) any lease to the Owner's parent, child, or sibling, (c) if the Owner has been relocated by its employer for a period of no less than two (2) years, or (d) if the Owner is a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for (i) the estate of a current Owner or Occupant of the Dwelling Unit, or (ii) the parent, child, or sibling of the current Owner or Occupant. If the Declarant desires to adopt any rules or regulations restricting leasing, the Declarant shall create a procedure, by rule or resolution, to determine and track the number of rentals and Dwelling Units that are subject to the exclusions as described in the preceding sentences and to ensure consistent administration and enforcement of the rental restrictions.

4.15 Laws and Ordinances. This Declaration shall be governed by the laws of the state of Utah, without regard to conflict of law principles. Every Owner and Occupant shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Parcel, Dwelling Unit and the Community, including any and all applicable zoning and land use laws and ordinances, and any violation thereof may be considered a violation of this Declaration; provided, the Declarant shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

4.16 Unrelated Persons. Dwelling Units shall be used by single families only, solely for residential purposes. No more than four unrelated persons may reside or live in a Dwelling Unit. Only persons who are all related by blood, marriage, adoption, or court-sanctioned guardianship are "related" persons.

Ent 1299426 Bk 2286 Pg 1248

4.17 Solar Systems. Solar energy systems and attendant equipment shall be prohibited from being constructed or installed in the Community. Notwithstanding the forgoing, if the Declarant elects to allow solar energy systems in the Community, the Declarant may adopt Rules and regulations for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of

the Parcel and Dwelling Unit. Solar panels or other equipment shall not be installed so as to be visible from the streets in the Community without prior approval from the Declarant as a variance. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. The Declarant shall have the sole discretion to determine compliance with the Design Guidelines and this Section.

4.18 Variances. The Declarant may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Declarant determines in its discretion (by unanimous vote): (i) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (ii) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Declarant or other Owners of the Community and is consistent with the high quality of life intended for residents of the Community. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by the Declarant. No variance may be granted that is inconsistent with the Act.

ARTICLE V **General Provisions**

5.1 Run with the Land. The covenants and restrictions of this Declaration shall run with and bind the Community and each Parcel, and shall inure to the benefit of and shall be enforceable by the Declarant, each Owner, and their respective legal representatives, heirs, successors, and assigns.

5.2 Amendment.

5.2.1 Amendments. This Declaration may be amended by an affirmative vote by the Owners of at least sixty percent (60%) of the Owners of the Parcels within the Community, but only after Declarant no longer owns any interest in the Community. If the necessary votes and consents are obtained, the Owners shall cause to be recorded in the official records of Cache County, Utah, an Amendment to this Declaration containing the signatures of Owners of at least sixty percent (60%) of the Parcels within the Community. The Owners have no right to amend this Declaration so long as Declarant owns any interest in the Community.

5.2.2 Unilateral Amendments. Notwithstanding Section 5.2.1, the Declarant alone may amend or terminate this Declaration, for any reason and at any time, as long as Declarant owns any interest in the Community.

Ent **1299426** Bk **2286** Pg **1249**

5.2.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Section or the Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Utah Division of Real Estate (or similar agency), FHA, Veterans Administration, 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 Declaration or approval of the sale of property within the Community, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Parcel(s). Any such amendment shall be effected by the recordation by Declarant of a Certificate of Amendment duly signed by the 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 a Certificate of Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate of Amendment, when recorded, shall be binding upon all of the Community and all persons having an interest therein. If any amendment requested pursuant to the provisions of this Section 5.2

deletes, diminishes or alters the control of the Declarant, Declarant alone shall have the right to amend this Declaration to restore such control.

5.3 Severability. In the event that any provision of this Declaration is declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of this Declaration shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a valid provision which comes closest to the intention of the Declaration underlying the offending provision. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5.4 Use of the Words "Firefly Estates". No Person shall use the term "*Firefly Estates*" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, any Owner may use the terms "*Firefly Estates*" in printed or promotional matter where such term is used solely to specify that their particular property is located within the "*Firefly Estates*" subdivision or community.

5.5 Liability/Indemnification. Each Owner and Occupant hereby indemnifies, holds harmless, and agrees to defend (with counsel reasonably acceptable to the indemnified party) the Declarant and all other Owners and Occupants from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and all other legal actions caused through the willful or negligent act or omission of such Owner or Occupant. If any applicable law, whether state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 5.5, then liability will be limited or expanded to the fullest extent permitted by such applicable law. Any repeal, amendment or modification of this Section 5.5 may not adversely affect any rights or protection existing at the time of the amendment.

5.6 Notices. Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid; addressed to the Owner at the post office address of the Dwelling Unit located on the Parcel owned by such Owner within the Community or to Declarant at the address for the Declarant set forth in the first page of this Declaration. Declarant and each Owner may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address.

5.7 Captions. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

5.8 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a plat or other instrument Recorded in the office of the County Recorder of Cache County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Community can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

Ent 1299426 Bk 2286 Pg 1250

5.9 Interpretation of Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

5.10 **Owner Liability.** In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility of such persons.

**ARTICLE VI
Declarant's Rights**

6.1 **Transfer of Rights.** Any or all of the special rights and obligations of Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Cache County, Utah.

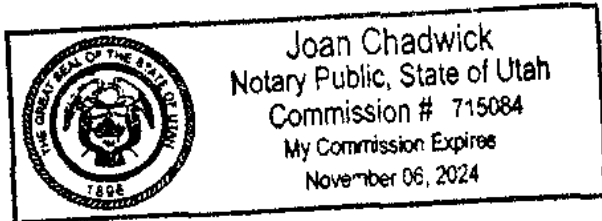
IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of September, 2021.

Heritage Land Development, LLC,
a Utah limited liability company

By: [Signature]
Name: L. Boyd Cook
Title: CEO

STATE OF Utah)
County of Box Elder) ss.

On the 3 day of Sept, 2021, personally appeared before me L. Boyd Cook, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Heritage Land Development a LLC, and who acknowledged to me that said entity executed it.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Legal Description of the Community

All of Lots 1-63, Firefly Estates, Phase 1, according to the official plat thereof on file in the official records of the Cache County Recorder's office.

Described by metes and bounds as follows:

Part of Section 17, Township 11 North, Range 1 East of the Salt Lake Base and Meridian described as follows:

Part of Section 17, Township 11 North, Range 1 East of the Salt Lake Base and Meridian described as follows:

Commencing East Quarter Corner of said Section 17 monumented with a Brass Cap monument thence S 89°45'23" W 2118.42 feet; thence South 24.75 feet to the POINT OF BEGINNING and running

thence S 00°25'09" E 382.75 feet;
thence N 89°34'51" E 382.30 feet;
thence S 02°15'53" W 307.61 feet;
thence Southerly, 160.91 feet along a curve to the right having a radius of 340.00 feet, a central angle of 27°06'59" and a chord that bears S 15°49'23" W 159.41 feet;
thence along the boundary of Sunrise Meadows Phase 1 the next three courses:
1) thence S 88°36'07" W 27.85 feet (S 88°37'16" W, By Record);
2) thence N 02°46'30" W 281.04 feet (N 02°45'21" W, By Record);
3) thence S 89°34'51" W 798.01 feet (S 89°36'00" W, By Record);
thence N 00°28'44" W 564.33 feet;
thence N 89°45'23" E 514.69 feet to the point of beginning, containing 8.67 acres, more or less.
