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RASHELLE HOBBS
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 20 P.

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SIENA SUNRISE**

**a Residential Community in
Salt Lake County**

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EXHIBIT A – LEGAL DESCRIPTION

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIENA SUNRISE ("Declaration") is executed and adopted by Kaskade Homes, LLC a Utah limited liability company, ("Declarant") and is effective as of the date it is recorded in the office of the Salt Lake County Recorder.

RECITALS

- A. Declarant is the owner of the real property described in Exhibit A, which is attached to and incorporated in this Declaration by reference. Each owner consents to the recording of this Declaration against their real property.
- B. The real property described in Exhibit A, together with all Dwellings, buildings, and improvements previously, now, or hereafter constructed, and all easements and rights appurtenant thereto, is hereby submitted to this Declaration and shall be known as Siena Sunrise (the "Project").
- C. The Project was originally made subject to the "Declaration of Covenants, Restrictions and Easements" recorded in the office of the Salt Lake County Recorder as Entry No. 13154880 on December 23, 2019 (the "Original Declaration").
- D. Declarant intends to amend and restate the Original Declaration in its entirety with the terms of this Declaration.
- E. Declarant intends that the Owners, Occupants, Mortgagees, and all other persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of creating a residential community in which the lands natural beauty shall be substantially preserved to enhance the desirability of living in Siena Sunrise and to increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- F. Declarant hereby desires to establish for the mutual benefit of all future Owners and Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, and liens as set forth herein, which shall run with and be a burden upon the property within the Project.
- G. Declarant explicitly reserves for itself the option in the future to expand the Project.
- H. This Declaration shall apply to the Project and to such additional real property as may be hereafter subject to this Declaration in the manner set forth below.
- I. By filing this Declaration, Declarant does not intend to create a community association, homeowners association, or any non-profit entity of any kind that would create a membership interest for the Lot Owners.

ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

1.1. **Additional Land** shall mean and refer to, without limitation, any parcel of land that is annexed into the Project by the Declarant.

1.2. **City** shall mean Draper City, Utah.

1.3. **Declarant** shall mean and refer to Kaskade Homes, LLC, a Utah limited liability company, or its successor in interest, as the context requires.

1.4. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Siena Sunrise as it may be amended from time to time as recorded.

1.5. **Design Guidelines** shall mean the requirements governing the location, color, materials, and architectural design of Dwellings, structures, and improvements within the Project as adopted by the DRC as provided herein.

1.6. **Design Review Committee** or **DRC** shall mean and refer to the committee organized by the Declarant for the purpose of approving plans and specifications for all Improvements to be constructed upon a Lot.

1.7. **Dwelling** shall mean the detached single family residence constructed upon a Lot, together with all improvements located on or with respect to the Lot concerned, which are used in connection with such residence.

1.8. **Exterior Materials** shall mean and refer to the materials visible on the outside of an improvement such as stone, rock, stucco, backer-board, cement board siding, vinyl siding, finished lumber, brick, or other similar materials, but shall not mean the concrete foundation.

1.9. **Improvement** shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air condition, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, septic tanks, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.10. **Lot** shall mean and refer to each of the individual lots within the Project, as shown on the Plat. A Lot shall include all Improvements constructed thereon.

1.11. **Occupant** shall mean and refer to any Person, including an Owner, visiting, living, or staying in a Dwelling. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives visiting, living, or staying in a Dwelling.

1.12. **Owner** shall mean the record owner, whether one or more Persons, including Declarant, of a fee simple title to any Lot which is a part of the Project. In the event that the holder of fee simple interest in a Lot or the parties acquiring title under a contract of sale shall be more than one Person, such Persons shall be required to act in unison with respect to the applicable Lot in all matters related to this Declaration and the enforcement of the provisions hereof.

1.13. **Period of Declarant Control** shall mean the period of time commencing on the date this Declaration is recorded and shall terminate on the occurrence of the earliest of the following events: (i) six (6) months after the date on which all of the Lots and all of the Additional Land, have been conveyed to Persons other than Declarant or its successors, assigns, and affiliates, regardless of whether such Additional Land has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Project. The Special Declarant Rights contained within this Declaration may last beyond the Period of Declarant Control for the maximum length permitted by law. If the Declarant elects to

waive one or more, but not all, of its Special Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.

1.14. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity with the legal right to hold title to real property.

1.15. **Plat** shall mean and refer to the official subdivision plats of Siena Sunrise filed and recorded in the official records of the Salt Lake County Recorder's Office. The term Plat shall specifically include any additional or supplemental plat(s) that may be recorded in the future comprising the Additional Land. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat and required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.16. **Project** as hereinbefore defined shall at any point in time mean, refer to the Siena Sunrise subdivision and shall include all Dwellings, buildings, Improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.17. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, obligations, and restrictions set forth in this Declaration.

1.18. **Supplemental Declaration** shall mean and refer to a written instrument recorded in the records of the Salt Lake County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

ARTICLE II. PROJECT DESCRIPTION

2.1 **Declaration**. Declarant hereby declares that the Project, which may sometimes be referred to herein as "Siena Sunrise," is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the Restrictions. The Restrictions shall constitute a general plan for the ownership, improvement, sale, use, and occupancy of Siena Sunrise and in furtherance of the desires, intentions, and purposes set forth in the recitals above. This Declaration shall run with the Project and shall inure to the benefit of and be binding upon every part thereof and every interest therein. This Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each Owner, as defined herein.

2.2 **Name**. The Project, as submitted to the provisions of this Declaration, shall be known as Siena Sunrise. The Project is not a cooperative and is not a community association.

2.3 **Nature of the Project**. The Project is a residential development consisting of Lots designed for the construction of detached single-family homes. The improvements contained in the Project will be as set forth on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Lots, their locations, and approximate dimensions are indicated on the Plat. The Project is subject to refinement by Declarant, or as required by local governmental ordinances or requirements.

2.4 **Expansion of Project**. The Project may be expanded by the Declarant by the recording of a Supplemental Declaration in accordance with the provisions herein.

ARTICLE III. DECLARANT DESIGN REVIEW COMMITTEE

3.1. **Design Review Committee.** During the Period of Declarant Control, the Project may be governed by a Design Review Committee (the "DRC") consisting of members appointed by Declarant. After the Period of Declarant Control has expired, there shall be no DRC.

3.2. **Approval Required for Improvements.** Except for Improvements to be constructed by Declarant, no Improvement (including, by way of illustration and not of limitation: a building, shed, patio, fence, wall or other structure) shall be commenced, erected, altered or added to until the "Plans and Specifications" for the Improvement showing the nature, kind, shape, height, materials, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot upon which the Improvement shall be constructed have been submitted to and approved by the DRC. Such approval shall be in writing and a copy of such approval shall be maintained by the DRC. All subsequent additions to or changes or alterations in any building, fence, or other Improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the DRC.

3.3. **Design Guidelines.** The Declarant and/or the DRC may adopt Design Guidelines for the purpose of maintaining a consistent character and quality of appearance of the improvements within the Project. The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Declarant or DRC. The Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any Improvements previously approved once the approved construction or modification has begun. However, any new work on such Improvements must comply with the Design Guidelines as amended.

3.3. **Approval.** The DRC shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions or Improvements contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any proposed Improvement affected thereby will be in harmony with the surrounding Improvements. The DRC shall have the right to refuse to approve any Plans or Specifications, or grading or landscaping plans which, in the opinion of the members of DRC, in the exercise of their reasonable judgment, are not consistent with the requirements of this Declaration, the Design Guidelines, or the general character of the Project. Such determination may be made for aesthetic or other reasons, and in the review and approval or disapproval of Plans and Specification, the DRC shall have the right to take into consideration the suitability of the proposed building or other Improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other Improvements as planned on the outlook from the adjacent or neighboring Lots. The DRC may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The DRC may require a review fee not to exceed Two-Hundred Dollars (\$200.00) to accompany each application for approval and a reasonable fee for any appeal waiver to the DRC. The DRC

may require such detail in Plans and Specifications submitted for its review and such other information, as it deems proper. Until receipt by the DRC of all required Plans and Specifications and other information, the DRC may postpone review of anything submitted for approval. All Improvements must comply with the zoning codes, ordinances and requirements of the City.

3.4 **Waiver of Consent.** The approval or consent of the DRC to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

3.5 **Non-liability of DRC Members.** Neither Declarant, the DRC, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the DRC's duties under this Declaration unless due to the willful misconduct or bad faith of the DRC or its members. Neither the DRC nor any member thereof shall be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, or any requirements of the City.

3.6 **Noncompliance.** If at any time the DRC finds that work or Improvements were not done in substantial compliance with the approved plans or were undertaken without first obtaining approval from the DRC, written notice shall be sent by the DRC to such Owner specifying the noncompliance and requiring the Owner to cure such noncompliance within thirty (30) days or any extension thereof granted. If the Owner fails to cure the noncompliance or to enter into an agreement to cure on a basis satisfactory to DRC within said thirty (30) day period or any extension thereof as may be granted, the Declarant may, at its option, cause the non-complying improvement to be removed or the noncompliance to be cured. Upon demand, the Owner shall reimburse the Declarant for all costs and expenses incurred by the DRC in taking corrective action, plus all costs incurred in collecting amounts due, including reasonable attorneys' fees and costs. The Owner shall be personally liable for all such costs and expenses, and the Declarant also shall have a lien against the noncomplying Lot for the amount of all such costs and expenses. Any amounts not paid, without waiver of any other right or remedy, may be included as a lien against the Lot and collected as such.

ARTICLE IV. BUILDING REQUIREMENTS

4.1. **Use of Property.** Each Lot shall be used solely for single-family residential purposes

4.2. **Style.** Architectural styles encouraged shall include Craftsman, Farmhouse, Modern, and Prairie. Contemporary designs that are also compatible with the other styles shall also be allowed. Each exterior wall shall incorporate elements such as window, material changes, color changes or roof line variations to break up the appearance of any monotonous surface. Additional information on approved styles may be set forth in the Design Guidelines.

4.3. **Floor Space.** All Dwellings shall have a minimum finished interior square footage of 1,200 square feet above land elevation at the building site. Interior floor space

does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas. An attached garage, consisting of a minimum of 450 square feet, and designed for at least 2 cars, must be constructed with each home.

4.4. **Exterior Materials.** Primary wall materials will be brick, stone (natural or cultured), fiber cement siding, or stucco. Stone and brick may be used as material accents at the base of the home while fiber cement siding, stucco, and metal materials may also be used as accents. Stone or brick shall be required on the front facing façade walls in quantities equal to or greater than the square footage that results from installing a 3' wainscot along the front facing walls (excluding areas for doors and windows). For Farmhouse style homes which incorporate 70% or greater fiber cement siding on the front façade, the requirement for stone or brick shall be waived. Contemporary designs which incorporate elements such as mono-trusses, metal accents, and increased window area may also have the stone/brick requirement waived at the discretion of the DRC. Fiber cement siding such as, lap siding, board and batten, smooth panel, and shake shingle, and natural wood siding may be used in the vertical or horizontal application to provide needed shadowing and accent.

4.5. **Porches and Covered Entries.** Covered entries shall be provided on each Dwelling with architectural detailing consistent with the architectural style.

4.6. **Variation Required.** A Dwelling shall not have the same architectural design as an adjacent Dwelling or a Dwelling directly across the street.

4.7. **Construction Time Requirement.** Construction is required to commence within twelve (12) months of any DRC Approval unless a longer time period is expressly authorized by the DRC. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any improvement activities. In addition to Declarant approval, no construction by a Lot Owner shall commence until such time as the City has issued all necessary permits. Once commenced, all construction work shall be prosecuted diligently and continuously from the time of commencement until completed. Notwithstanding the foregoing, the DRC shall be authorized to grant reasonable extensions.

4.8. **New Construction.** All Dwelling units shall be of new construction. No other building (including but not limited to playhouses, and storage sheds) may be moved onto a Lot without the prior approval of the Declarant or DRC.

4.9. **Storage of Building Materials.** No Owner shall allow building materials to be stored on any Lot except temporarily during construction of an Improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. The provisions of this section shall not be applicable to Declarant or any party contracted with Declarant for the original sale of the Lots in the Project and the construction of the original Dwellings.

4.10. **Occupancy During Construction.** No Improvement shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy.

4.11. **Temporary Structures.** No trailer, mobile home, tent, shack or other temporary building or structure shall be placed upon any Lot, except that temporary structures or construction trailers used for the storage of tools and equipment and/or for office space for architects, sales personnel, builders and foremen during actual construction and sales may be maintained. Nothing herein shall be construed to prohibit the parking of

travel trailers owned by an Owner on the Lot of such Owner; provided, however, that such travel trailer shall not be used for sleeping or other occupancy on a consistent basis on such Lot. The provisions of this section shall not be applicable to Declarant or any party contracted with Declarant for the original sale of the Lots in the Project and the construction of the original Dwellings.

4.12. **Construction Activities**. This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of Improvements by any Owner, provided that when completed such Improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by Declarant, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

4.13. **Driveways**. Hard surface driveways (concrete, brick, pavers, asphalt etc.) are required and shall be properly maintained. No gravel driveways are permitted.

4.14. **Outbuildings**. All outbuildings shall be architecturally compatible with the Dwelling and other Improvements located on the same Lot as determined by the Declarant, in the Declarant's sole discretion. An outbuilding shall comply with applicable zoning ordinances of the City and in no event shall the outbuilding be located closer than five (5) feet from the rear corner of the Dwelling located the furthest from the street upon which the Lot is located. Outbuildings shall be an Improvement and, therefore, subject to approval of the Declarant or DRC as set forth above.

ARTICLE V. ANIMALS

5.1. **Animals and Pets**. Owners shall be bound by any applicable state, county, and municipal ordinances, or any other controlling government authority relating to the keeping and breeding of animals, as the same may be amended from time to time, which are hereby adopted and incorporated as covenants to run with the land.

ARTICLE VI. UTILITIES AND EASEMENTS

6.1. **Underground Utilities Required**. Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone cable television, water, sewer, secondary irrigation water, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the Improvements thereon, including, without limitation, all easements shown on the Plat. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground, except for transformers, meters and other equipment typically located on the surface of the ground within the easement. No

transformer, or electric, gas, water or other meter or device of any type, or any other utility apparatus shall be located on any pole.

6.2. **Easements Reserved by Declarant.** The Declarant hereby reserves to itself and its assigns the following easements: (a) the right to install, inspect, maintain, repair, and replace any utilities and infrastructure to serve the Project, including without limitation electricity, water, sewer, phone, communications cables, secondary water, and drainage systems for the Project and land that becomes part of the Project; (b) the right to establish and construct facilities and improvements for roads, streets, sidewalks, irrigation systems, drainage facilities, monuments, storage facilities for supplies and equipment, earth walls and other roadway supports, lights, and signage; (c) the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any property within the Project, including Dwellings and a perpetual non-exclusive easement of access throughout the Project reasonably necessary to exercise such right; (d) the right to revegetate and maintain the landscaping in all unimproved areas of the Project, in Declarant's judgment, to preserve and protect the Project's appearance, to control erosion, or to restore the property within the Project to its natural condition; (e) an easement to construct, operate, maintain, repair and replace the secondary water lines and facilities in the Project; (f) the right to construct and maintain offices, prefabricated structures, or other structures for administrative, sales and promotional purposes relating to the Project during the Period of Declarant Control.

6.3. **Rules and Regulations.** Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 6.1 above.

ARTICLE VII. USE RESTRICTIONS AND REQUIREMENTS

7.1. **Dwelling and Lot Maintenance.** Each Owner shall be responsible to maintain, repair, and replace the Lot and all Improvements located thereupon in a clean, safe and sanitary condition with periodic painting or other maintenance as required to exterior surfaces. No Improvement upon any Lot shall be permitted to fall into disrepair. Owners are also obligated to maintain, repair, and replace any fences located on their Lot.

7.2. **Shared Road Maintenance.** All Owners shall be responsible for the shared maintenance, repair, and replacement of the roadway, curb, gutter, and storm drain servicing the Lots as depicted on the Plat. Any Owner may cause to be made the reasonably necessary maintenance, repair, or replacement to the roadway by (1) obtaining a bid for the desired maintenance, repair, and replacement and (2) obtaining the affirmative vote of at least one additional Lot. The approval of the bid by these two or more Lots shall establish the reasonableness of the maintenance, repair, or replacement. Costs for the road maintenance shall be divided equally among the four (4) Lots, unless the damage to the roadway is attributable to an individual Owner, or their tenants, guests, or invitees. The Owner causing to be made the maintenance, repair, or replacement may invoice the other Owners for payment of their respective one-fourth (1/4) share to be due and payable within 30 days from the substantial completion of the maintenance, repair, or replacement. All invoices, contracts or other records pertaining to the maintenance, repair, or replacement of the roadway shall be made available to any Owner upon request. If after 30 days the invoice remains unpaid, that respective Owner shall be in default and interest may be added at twelve-percent (12%) per annum. If after 60 days the invoice remains unpaid, the

invoicing Owner may pursue a legal action to recover delinquent amounts from the defaulting Owner to the fullest extent permitted by law.

7.3. **Reconstruction of Buildings.** Any Improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within twelve (12) months. Further, all debris shall be removed and Lot restored to a slightly condition within thirty (30) days. In the event that an Owner elects not to rebuild an Improvement which has been destroyed or otherwise rendered uninhabitable, then the Owner shall remove the remaining portion of such Improvements within six (6) months of the date of such damage and cause the Lot to be graded and in a safe condition.

7.4. **Rooftop Equipment.** Equipment such as satellite dishes, evaporative coolers and the like may only be mounted on that portion of a roof which is not visible from the street. All such equipment must be installed in a manner so as to not be unsightly and must include appropriate screening. In no event shall satellite dishes exceed 24" in diameter.

7.5. **Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers or customary home electronic devices, shall be located or operated in or on any Improvement or on any Lot.

7.6. **Nuisances.** No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such Lot or any portion thereof, in the opinion of the Declarant, unsanitary, unsightly, offensive or detrimental to any other Lots or Improvements or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Declarant offensive or detrimental to any other Lot or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Declarant. A nuisance includes but is not limited to the following, which is determined in the opinion of the Declarant:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;
- 2) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, machinery, inoperable vehicles or other things or materials so as to constitute an eyesore;
- 4) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- 5) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;

6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents or their guests, particularly if the police or sheriff must be called to restore order;

7) Maintaining any plants, animals, devices, or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of an Owner's Lot by its residents, guests, or invitees;

8) Too much noise or traffic in, on or about any Lot especially after 10:00 p.m. and before 7:00 a.m.;

7.7. **Recreational Vehicles.** Except for purposes of loading or unloading passengers or supplies (for a period of time not to exceed twenty-four (24) hours), all recreational, commercial or oversized vehicles, including but not limited to boats, trailers, motorhomes, large trucks, and the like must be parked inside the enclosed garage or in the side yard of a Lot behind the front corner of the Dwelling. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, street, or other area (unless done within the Dwelling's garage), except for emergency repairs to vehicles, and then only to allow the vehicle to get to a proper repair facility.

7.8. **Lighting.** All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s).

7.9. **Signs.** No sign of any kind shall be displayed to the public view on any Lot provided however, the following signs may be displayed on a Lot or from a Dwelling: (a) one reasonably sized American flag on the exterior of a Dwelling consistent with the Freedom to Display the American Flag Act of 2005, the Utah Display of Flag Act, and Utah Code § 57-8a-219. American Flags, if displayed, must be displayed in accordance with United States Code Title 4, Chapter 1; (b) political signs related to a particular election for a period of 60 days before and two days after any election and political signs shall be limited to one sign per candidate or ballot measure of no more than 20 by 24 inches in size; and (c) one "for sale," "for rent," or "yard sale" sign in front of a Dwelling or Lot. All signs must be professionally painted, lettered and constructed.

7.10. **Use of Lots and Dwellings.** All Lots are intended to be improved with Dwellings and are restricted to such use. No Lot and no Dwelling on any lot shall be used for any purpose other than for a Dwelling. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis subject to all the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of the Restrictions shall be a default under such lease. No Lot or Dwelling shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Dwelling, so as to create a nuisance or interfere with the rights of any Owner, or in any other way which would result in an increase in the cost of any insurance to any Owner.

7.11. **Hazardous Activities.** No activities shall be conducted on any Lot and no Improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot. No open fires shall be lighted or permitted on any Lot, except as permitted by City ordinance, or except in a contained barbecue unit while attended and

in use for cooking purposes, or within a safe and properly designed interior fireplace or exterior commercially constructed fire pit or container as permitted by City ordinance.

7.12. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the quiet enjoyment of other Lots, Dwellings, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Dwelling which shall cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

7.13. **Erosion and Dust Control.** In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

7.14. **Parking.** Each Dwelling shall have a garage to be used for the parking of vehicles. Vehicles shall not be parked at any location within the Project, which would impair vehicular or pedestrian access, or snow removal.

7.15. **Front Porches.** Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Declarant, in its sole discretion, may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch. Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

7.16. **Window Coverings.** Every Owner of a Dwelling shall be obligated to ensure that window coverings are installed within the Dwelling within one month of purchasing or taking possession of a Dwelling. Furthermore, the Declarant or DRC may adopt and implement reasonable Rules pertaining to the type, color, material, etc. of window coverings. Under no circumstances shall any cardboard, blankets, paint, or tinfoil be used as window coverings in the Project.

7.17. **Subdivision of Lots.** No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, except the Declarant upon approval from the applicable municipality.

ARTICLE VIII. LANDSCAPING

8.1. **Completion of Landscaping.** All landscaping, including front, side, and rear yard areas of each Lot shall be fully landscaped no later than one (1) year following the transfer of title to a Lot Owner. Thereafter, each Owner shall maintain the landscaping on its Lot in a reasonably neat and good condition, and all dead trees, shrubs, plants or grass shall be promptly removed or replaced. Landscaping and all grading and drainage shall be initially designed in such a way to control water run-off so that any Lot within the Subdivision

will not be adversely affected by another. Declarant may, but shall not be required to provide and install landscaping on the Lots.

Declarant may, at its option, require the front yard of each Lot to be fully landscaped prior to occupancy of a Dwelling. The front yard of a Lot is defined as the areas of the Lot beginning at the road pavement on any adjacent public street to a distance at least to the rear most part of the Dwelling from such public street. If the Lot is on a corner of two or more public streets, then the side yard adjacent to the public street shall be landscaped to the rear property line.

8.2. **Road Rights of Way.** Each Owner will maintain the area from the edge of road pavement to the front Lot line as needed to supplement City maintenance to ensure weed control, grass and vegetation height, uniform appearance, etc. Owners shall maintain the respective areas in front of their Lots free of trash, debris, etc.

8.3. **Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading during the Period of Declarant Control, except after first obtaining the prior written approval of the Declarant. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

8.4. **Fencing.** The Declarant may at its discretion adopt specific guidelines, pertaining to fencing, including a process for approval to achieve harmonious and consistent fencing throughout the Project.

ARTICLE IX. ENFORCEMENT AND NON-WAIVER

9.1. **Right of Enforcement.** Declarant and any Owner shall have the right to enforce by proceedings at law or in equity, each provision of this Declaration against the Lot which is subject to the Declaration owned by such Owner, including the right to prevent any violation of such, and the right to recover damages, attorney fees, and other sums for such violation(s). Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owner(s) thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

9.2. **Violation a Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at such Owner's own expense, or by Declarant at the expense of the Owner of the Lot which is violation of the provisions of this Declaration, whether or not the relief sought is for negative or affirmative action. However, only Declarant and the duly authorized agent may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the Owner in violation.

9.3. **Violation of Law.** Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

9.4. **Enforcement.** Declarant may bring any action at law or equity in any court available to it under the statutes of the State of Utah for enforcement of any provision of this

Declaration.

9.5. **Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

9.6. **No Waiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

ARTICLE X. SPECIAL DECLARANT RIGHTS

10.1 **Improvements.** Declarant hereby reserves the right, without obligation, to construct:

- 1) Any improvements shown on the Plat;
- 2) Any improvement on any Lot; and
- 3) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

10.2 **Expandable Project.** The Declarant expressly reserves the right to expand the Project by the addition of Additional Land, or portions thereof, and Lots with Dwellings and improvements to be constructed thereon, all in accordance with this Section.

1) The Project may be expanded by the addition of any real property designated by Declarant.

2) or contraction of the Project by the Declarant is without limitation, except as set forth in this Section, and shall be effective without prior approval of the Association or any Owner.

3) Declarant's right to expand or contract the Project shall not expire until the Declarant elects in writing to not add the Additional Land to the Project or the Period of Declarant Control expires.

4) Additional Land may be added in total or in part, and in any order as Declarant may determine.

5) To submit or withdraw land to or from the Project, the Declarant shall record a Supplemental Declaration in the office of the Salt Lake County Recorder setting forth that an expansion or contraction of the Project has occurred. Such Supplemental Declaration shall include: (i) a description of the land added or withdrawn from the Project; and (ii) shall reference this Declaration and state that the provisions of this Declaration apply to the added land, or that the withdrawn land is no longer subject to the provisions of this Declaration.

10.3 **Special Declarant Rights.** Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law:

- 1) the right to maintain sales offices, model Dwellings, and signs advertising the Project or any Dwelling at any location in the Project;
- 2) the right to create, amend, change, or modify any Plat, subject to necessary approvals from any applicable municipality or government agency;
- 3) the right to convert any part of the Project to a different regime of

residential ownership;

4) the right to withdraw land from the Project for up to fifteen (15) years from the date this Declaration is recorded in the office of the Salt Lake County Recorder;

5) the right to amend this Declaration without approval from any Lot Owner; and

6) unless expressly and specifically bound by a provision of the Declaration, Declarant shall be exempt from the provisions of the Declaration.

10.4. Exercising Special Declarant Rights. Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which the Period of Declarant Control expires or the date when the Declarant relinquishes such rights in writing. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of any of the Owners.

10.5. Interference with Special Declarant Rights. No Owner may take any action that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Article shall be null and void and have no force or effect.

10.6. Transfer of Special Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor. A contract transferring the Declarant's rights may, but shall not be required to, be recorded in the office of the Salt Lake County Recorder.

10.7. Changes by Declarant. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Dwelling prior to the contracting for the conveyance of the Dwelling to a purchaser.

10.8. Easements Reserved to Declarant.

1) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable

television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

3) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

4) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

ARTICLE XI. RIGHT OF ENTRY

11.1. The Declarant shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Dwelling, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Dwellings, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Declarant into the interior of a Dwelling without the consent of the Lot Owner unless there is an emergency threatening another Dwelling, the Occupants of another Dwelling, or the structural integrity of a building. Owners shall maintain up-to-date emergency contact information records with the Declarant, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Declarant as a result of entering a Lot or Dwelling under this Section and shall indemnify and hold harmless the Declarant for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.

ARTICLE XII. MISCELLANEOUS

12.1. **Term.** The Restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by the Lot Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded in perpetuity, or until this Declaration is amended or terminated according to the provision herein. By acquiring an interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by each and every provision of this Declaration. This Declaration may be extinguished by a written instrument executed and acknowledged by the Owners of at least sixty-seven percent (67%) of the Lots subject to this Declaration and recorded in the office of the Salt Lake County Recorder.

12.2. **Amendment.**

1) **By Declarant.** So long as the Declarant owns one or more Lots in the Project or any part of the Additional Land, or the Period of Declarant Control remains in effect, the Declaration and the Plat may be amended or supplemented solely by the Declarant without any additional approval required. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Lots in the Project or any part of the Additional Land.

2) **By Owners.** Following the expiration of the Period of Declarant Control, this Declaration may be amended by the recording in the Salt Lake County real property records of an instrument executed and acknowledged by the Owners of at least sixty-seven percent (67%) of the Lots subject to this Declaration at the time of the amendment.

3) **Common Owners.** For purposes of Sections 12.2(2) above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment or approve in writing the proposed amendment, as the case may be, or the vote with respect to such Lot shall not be counted.

4) No amendment shall be effective until it is recorded in the office of the Salt Lake County Recorder.

12.3. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and promoting and effectuating the fundamental concepts of the Siena Sunrise subdivision as set forth in this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

12.4. **Construction and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

12.5. **Notices.** Any notice required or permitted to be given to any Owner or according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered or mailed, postage prepaid, to the Person who appears as an Owner in the County records at the time the notice is sent.

12.6. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Declarant or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.7. **Insurance by Owner.** Each Owner shall be responsible to insure his/her Lot, Dwelling, and any and all Lot improvements, and personal property.

12.8. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 16 day of August, 2021.

DECLARANT

KASKADE HOMES, LLC
a Utah limited liability company

By: [Signature]

Name: Dan Stewart

Its: Member

STATE OF UTAH)
COUNTY OF Utah) ss.

On this 16 day of August, 2021, personally appeared before me Dan Stewart, who duly acknowledged to me that the foregoing instrument was executed by Kaskade Homes, LLC, a Utah limited liability company.

Notary Public: [Signature]



**EXHIBIT A
LEGAL DESCRIPTION**

All of **Siena Sunrise Subdivision**, according to the official plat on file in the office of the Salt Lake County Recorder. (4 Lots)

Parcel No. 28-31-255-021-0000 through 28-31-255-024-0000.