



AFTER RECORDING PLEASE RETURN TO:

Ivory Southern, LLC  
 Darin E. Haskell  
 978 East Woodoak Lane  
 Salt Lake City, UT 84117  
 (801) 747-7440

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

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

This District Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Casitas at Sienna Hills (the "District Declaration") is executed by Ivory Southern, LLC., a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, UT 84117 (the "District Declarant").

**RECITALS**

A. This District Declaration affects that certain real property located in the Washington City in Washington County, Utah described with particularity in Article II below (hereinafter referred to as the "District Property").

B. The District Property is an area featuring unique and distinctive terrain;

C. The District Property is subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Sienna Hills at Washington City recorded in the official records of the County Recorder of Washington County, Utah on January 27, 2006 as Entry No. 00999848 in Book 1838 at Page 798 (the "Master Declaration").

D. By subjecting the District Property to this District Declaration and the Master Declaration, it is the desire, intent and purpose of District Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on

Casitas at Sienna Hills District Declaration and Bylaws

that real estate subject to this District Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the District Lands and improvements therein.

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

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

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

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

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

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

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

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

#### **ARTICLE I**

##### **DEFINITIONS**

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

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

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

3. The term District Association shall mean and refer the association of District Lot Owners acting or taken as a group in accordance with this District Declaration.

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

5. The term District Bylaws shall mean and refer to the administrative code of rules for the administration of the District Association.

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

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

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

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

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

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

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

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

- (a) All sums lawfully assessed against the District Lot Owners or District Lots;
- (b) Expenses of administration, maintenance, repair or replacement of the Common Area and Facilities;
- (c) Expenses allocated by the District Association among the District Lot Owners or District Lots;
- (d) Expenses agreed upon as District Common Expenses by the District Association; and
- (e) Expenses declared District Common Expenses by the Declaration.

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

9. The term District Declarant shall mean and include Ivory Southern, LLC and any person or persons who might acquire title from it to all or some of the unsold District Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where any person purchases all or some of the remaining District Lots in a sale in the nature of a bulk sale. The person acquiring any of such District Property from the District Declarant shall be considered a District Declarant with respect to that portion of the District Property so acquired and shall have the right to develop the District Property and/or sell such District Property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current District Declarant and by its successor in interest as the new District Declarant.

10. The term District Declarant's Period of Control shall mean and refer to the period of time during which the District Declarant has the legal right to control the District Board of Directors and appoint the District Directors serving on the District Board.

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

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

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

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

15. The term District Governing Documents shall mean and refer to the Master Declaration, District Declaration, District Bylaws, District Articles of Incorporation, District Rules and Regulations and the Sienna Hills PCD documents.

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

17. The term District Individual Charge shall mean and refer to a charge levied against a District Lot Owner for all expenses resulting from the act or omission of such Person, excepting the District Lot Owner's failure to pay any District Assessment. District Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any District Lot Owner including:

(a) The cost to repair any damage to any portion of the District Property on account of loss or damage caused by such Person; or

(b) The cost to satisfy any expense to any other District Lot Owner, the District Association or Architectural Review Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the District Documents;

(c) District Default Assessment; or

(d) District Fine.

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

18. The term District Land shall mean and refer to the District Property.

19. The term District Lender shall mean and refer to a District Mortgagee.

20. The term District Lot shall mean and refer to a District Lot as shown on the District Final Plat. Each District Lot shall be assigned a separate parcel number or tax

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II SUBMISSION

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

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

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

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

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral

reservations of record and rights incident thereto; all instruments of record which affect the above-described District Property or any portion thereof, including, without limitation, any District Mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Survey District Final Plats or otherwise existing; an easement for each and every District Common Area and Facilities improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described District Property; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such District Common Area and Facilities improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

### **ARTICLE III COVENANTS, CONDITIONS, AND RESTRICTIONS**

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

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

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

(b) **Rock Walls.** All rock walls will be privately owned, either by the individual property owners or by the District Association. Rock wall repair and maintenance shall be the responsibility of the Owner if located upon private property. On the other hand, rock wall repair and maintenance shall be the responsibility of the District Association if located upon District Common Area. Each Owner and/or the District Association shall indemnify and hold harmless the City, its officers, boards, employees, agents and assigns, including the Sienna Hills

Master Home Owners association and the State Institutional Trust Lands Administration (SITLA) from any and all claims, including by way of illustration but not limitation for bodily injury or property damage, maintenance, repair or replacement, resulting from, caused by or related to the rock walls located within this District in particular and the Project generally.

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

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

3. **District Association.**

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

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

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

All of [District Lot No \_\_\_\_\_] contained within CASITAS AT SIENNA HILLS, Phase No. [ ], a Utah planned residential development, as the same is identified in the District Final Plat recorded in Washington County, Utah as Entry No. in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Washington County, Utah (as said District Final Plat may have heretofore been amended or supplemented), subject to the District Declaration in the Declaration of Covenants, Conditions, and Restrictions of CASITAS AT SIENNA HILLS, recorded in Washington County, Utah on \_\_\_\_\_ as

Entry No. \_\_\_\_ in Book \_\_\_\_ at Page \_\_\_\_ of the official records of the County Recorder of Washington County, Utah (as said Declaration may have heretofore been supplemented), together with a non-exclusive right to use the Sienna Hills, subject to provisions hereof and the Master Declaration recorded in Washington County, Utah on January 27, 2006 as Entry No. 00999848 in Book 1838 at Page 798 of the Official Records.

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

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

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

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

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

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

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

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

(f) **District Property, Machinery and Equipment.** The District Board of Directors may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners equally.

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

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

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

## 7. **District Assessments.**

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

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

(b) Basis. The Budget shall be based upon advance estimates of cash requirements by the District Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the District Common Areas, including the District Association's proportionate share of the cost of operating the Sienna Hills Community Association and maintaining the Common Area, which estimate shall include but is not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the District Board is required or permitted to maintain, common lighting and heating, common water charges, trash collection, storm drain fees, common sewer charges, sewer maintenance costs, carpeting, painting, repairs and maintenance of the District Common Areas, including the District Association's proportionate share of the cost of operating the Sienna Hills Community Association and maintaining the Common Area, that must be replaced on a periodic basis, wages for District Board employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, additions, capital improvement reserve, and other expenses and liabilities which may be incurred by the District Association for the benefit of the District Lot Owners under and by reason of this District Declaration. Until the District is completed, and all phases are added, this estimate may need to be adjusted periodically as each new phase is completed. The District Board shall be responsible for collecting the Sienna Hills Community Association Fee and forwarding that fee to the Community Association.

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

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

**7.3 Developer Exemption.** The Developer is not required to pay District Assessments on District Lots owned by him until the property is sold or sixty (60) days after a final certificate of occupancy is issued, whichever first occurs.

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

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

**7.6 Notice of Annual District Assessments.** Annual District Assessments shall be made on a calendar year basis. The District Board of Directors shall give written notice of each Annual District Assessment with respect to an District Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. The first Annual District Assessment shall be for the balance of the calendar year remaining after the date fixed by the District Board of Directors. Each Annual District Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. Each monthly District Assessment shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

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

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

**7.9 Notice of Lien.** To establish a lien for any unpaid District Assessment, the District Board of Directors shall prepare a written notice of lien as set forth by statute. No

notice of lien shall be recorded until there is a delinquency in payment of the District Assessment. Such lien may be enforced by judicial or non-judicial foreclosure by the District Board of Directors as provided by law. The lien shall also secure, and the Owner shall also be required to pay to the District Board of Directors any District Assessments against the District Lot which shall become due during the period of foreclosure sale or other legal sale. The District Board of Directors may bid on the District Lot at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

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

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

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

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

**7.14 Liability of Buyers and Sellers.** Subject to the provisions of subparagraph (m), a purchaser of an District Lot shall be jointly and severally liable with the seller for all unpaid District Assessments against the District Lot up to the time of the

conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such District Assessments.

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

**7.16 Foreclosures and Past Due Accounts.** Anything to the contrary notwithstanding, any District First Mortgagee who obtains title to a District Lot pursuant to the remedies in the District Mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted District Assessments, dues or charges accrued before acquisition of the title to the property by the District Mortgage, although the District First Mortgagee will also be liable for any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a District Lot in a voluntary conveyance or pursuant to the remedies in a District Mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid District Assessments, late fees, default interest and collection costs, including a reasonable attorneys fee, against the District Lot for its share of the District Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

**7.17 Reinvestment Fee.** The District Association may charge a Reinvestment Fee unless prohibited by statute.

**7.18 Reserve Analysis and Reserve Fund.**

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

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

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

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

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

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

(g) The District Association shall: (a) annually, at the annual meeting of the District Association or at a special meeting of the District Association: (i) present the reserve study; and (ii) provide an opportunity for Unit Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; (b) prepare and keep minutes of each meeting so held and indicate in the minutes any decision relating to funding a reserve fund; provided, however, and anything to the contrary notwithstanding, the District Association shall fund and maintain a reserve account sufficient to satisfy the requirements for certification by the US Department of Housing and Urban Development.<sup>1</sup>

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

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

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

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

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

(a.) Subject to the rules and regulations as adopted by the District Directors and subject to the ordinances of Washington City, the owners of any of the units within the development shall have the privilege to rent their units to a third party for a period of 1 to 30 days.

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

### **9. Insurance.**

#### **9.1 Property and Liability Insurance Required.**

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

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

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

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

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

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

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

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

(c) When the District Association has a master policy of Property Insurance and the District Lot Owner also has Property Insurance, the District Association's insurance shall be considered **primary**; provided, however, the Owner's insurance applies and the Owner's insurance policy is considered the primary coverage up to the amount of the master policy deductible. If the District Lot Owner has no insurance, the he or she is personally responsible for the loss up to the amount of the deductible.

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

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

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

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

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

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

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

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

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

**9.5 Miscellaneous.**

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

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

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

**9. Incorporation of Master Declaration.** It is to be understood that this District Declaration is District to the Master Declaration, which is by reference made a part hereof, and all the terms, conditions, covenants, restrictions, and provisions thereof, unless specifically modified herein, are to apply to the District Property and are made a part of this District Declaration as though they were expressly rewritten, incorporated, and included herein. The ownership and use of the District Property is subject to the Master Declaration as it may be amended from time to time.

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

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

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

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

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

15. **Registered Agent.** The initial registered agent of the District Association is Christopher P. Gamvroulas. The initial registered office of the District Association is at

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

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

17.1 **By The Owners.** Any amendment to this District Declaration shall require the affirmative written vote or consent of at least ninety percent (90%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting.

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

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

17.4 **Unilateral Right to Amend Under Certain Conditions.** Notwithstanding anything contained in this District Declaration to the contrary, this District Declaration may be amended unilaterally at any time and from time to time by District Declarant if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with

respect to the District Lots subject to this District Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any District Lot unless any such Owner shall consent thereto in writing.

**17.5 District Declarant's Right to Amend Unilaterally Prior to Termination of District Declarant's Period of Control.** Prior to the expiration of the District Declarant's Period of Control, District Declarant may unilaterally amend this District Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

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

**17.7 Developer's Rights.** No provision of this District Declaration reserving or granting to Developer the District Developmental Rights shall be amended without the prior express written consent of Developer, which consent may be withheld, conditioned or delayed for any reason or for no reason at Developer's sole and exclusive discretion.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10<sup>th</sup> day of February, 2015.

DISTRICT DECLARANT:

Casitas at Sienna Hills District Declaration and Bylaws

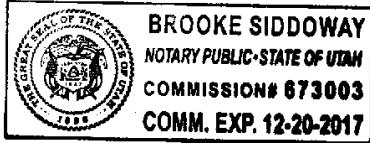
IVORY SOUTHERN, LLC.

By: Darin E. Haskell  
Name: Darin E. Haskell  
Title: Secretary

**ACKNOWLEDGMENT**

STATE OF UTAH )  
ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day February, 2015 by Darin E. Haskell, as Secretary of IVORY SOUTHERN, LLC, a Utah limited liability company, and said Darin E. Haskell duly acknowledged to me that said IVORY SOUTHERN, LLC executed the same.



*Brooke Siddoway*  
NOTARY PUBLIC

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

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

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, 34, 35 and 36, CASITAS AT SIENNA HILLS PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.**

Tax Serial Number: W-CASS-1-Lot #

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

**ARTICLE I  
NAME AND LOCATION**

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

**ARTICLE II  
DEFINITIONS**

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

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

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

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

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

**Section 3.04 Quorum.** Twenty-five percent (25%) of the Owners present in person or by proxy shall constitute a quorum for any action except as otherwise expressly provided in District Governing Documents.

**Section 3.05 Proxies.** At all District Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months

after the date it is given by the Owner. Proxies delivered prior to the commencement of the meeting shall be considered valid.

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

**Section 4.01 Number.** The affairs of the District Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected.

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

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

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

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

**Section 4.06 Voting.** Each Member shall have one (1) vote.

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

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

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

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

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

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

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

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

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

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

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

(d) Equal Treatment; Rule Limitations.

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

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

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

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

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

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

(7) The rules may address a variety of matters such as user fees, the availability of the District Common Area and Facilities, the denial of access

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

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

and use of recreational amenities to trespassers, violators, misusers or abusers, the transfer of lots, rental terms, the disposal of personal property, etc.

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

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

## **ARTICLE VI** **OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

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

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

## ARTICLE VII SUBCOMMITTEES

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

## ARTICLE VIII BOOKS AND RECORDS

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

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

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

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

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

## ARTICLE IX AMENDMENTS

**Section 9.01 Amendment to Bylaws.** These Bylaws may be amended unilaterally by the Developer until the expiration of the District Declarant's Period of Control or thereafter by the affirmative vote of a majority of the District Directors.

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

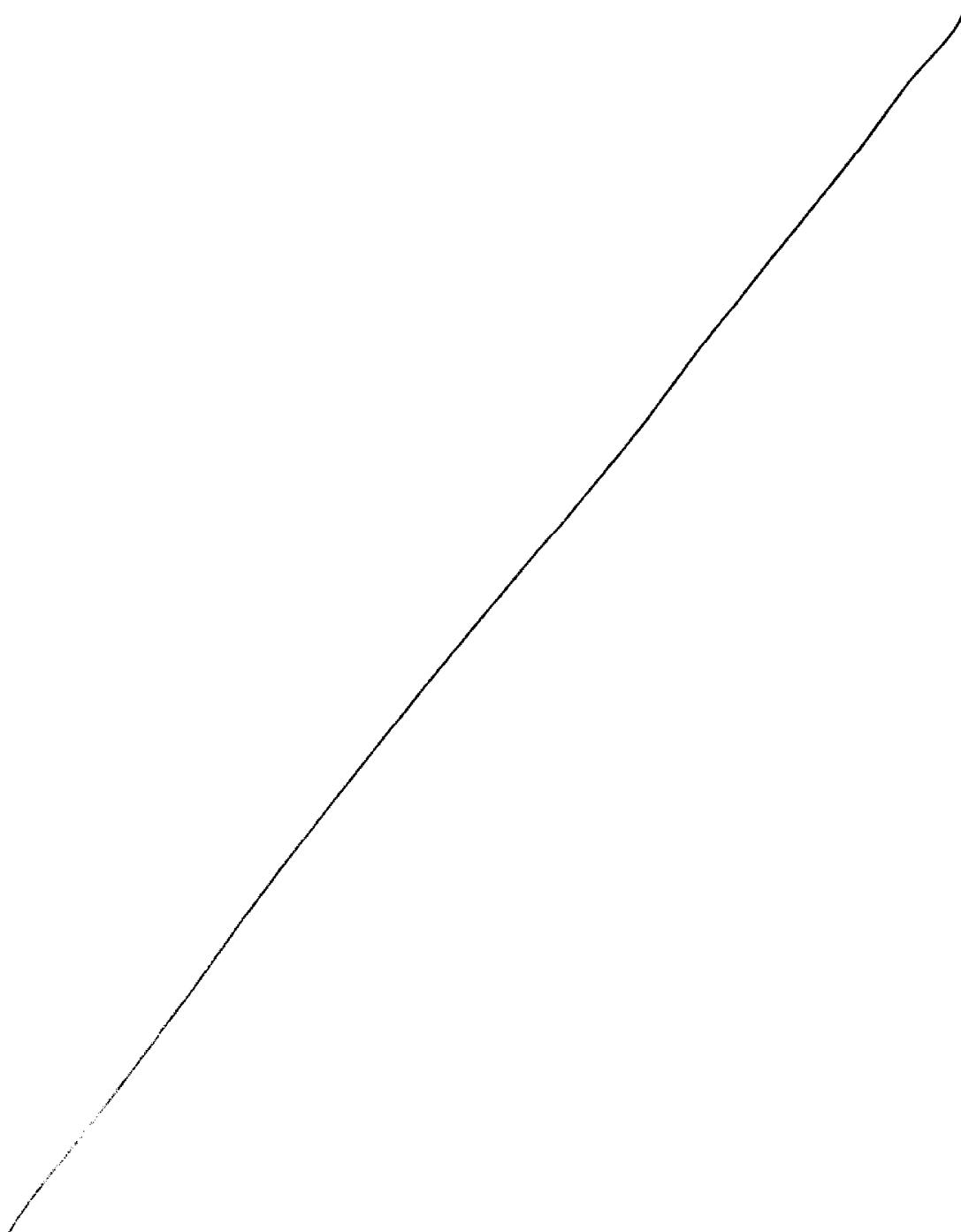
## ARTICLE X MISCELLANEOUS

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10<sup>th</sup> day of February, 2015.

DISTRICT DECLARANT:  
IVORY SOUTHERN, LLC.

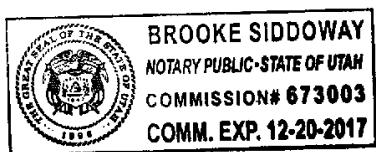
By: Darin E. Haskell  
Name: Darin E. Haskell  
Title: Secretary



**ACKNOWLEDGMENT**

STATE OF UTAH )  
ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day February, 2015  
by Darin E. Haskell, as Secretary of IVORY SOUTHERN, LLC, a Utah limited liability  
company, and said Darin E. Haskell duly acknowledged to me that said IVORY  
SOUTHERN, LLC executed the same.



Brooke Siddoway  
NOTARY PUBLIC

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

See attachments



## DESIGNING A LOW WATER USE LANDSCAPE

*Teresa Cerny*, Ornamental Horticulture Specialist

*Kelly L. Kopp*, Water Conservation and Turfgrass Specialist

*Maggie Wolf*, Salt Lake County Extension Horticulture Agent

*Debbie Amundsen*, Davis County Extension Horticulture Agent

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August 2002

HG-525

A landscape design should meet the needs of the people who will use and maintain the area while incorporating the site's existing environmental conditions into the design. Water is a limiting resource in Utah, so designing the landscape to efficiently use water is important. Conserving water in the landscape can be accomplished by selecting low water use plants, designing and scheduling irrigation systems efficiently, grouping plants according to their water requirements, and using hardscaping materials (patios, stone paths, decks, etc.) appropriately to reduce the area requiring irrigation.

### DEVELOPING A PLOT PLAN

Develop a plot plan of the area to be landscaped. This is simply a map of the building and lawn along with the location of existing structures, trees and shrubs, property lines, driveways, gardens, utility lines, contours of the land, or other possible limitations to the design. Use graph paper to prepare a scale map of the property and let each square represent a certain distance.

### CONDUCTING A SITE ANALYSIS

Visit the site to look for the environmental assets and constraints that will influence the design. Take notes on such factors as seasonal effects of sun and shade, soil conditions, slopes, direction of winds, and views from various points on the site.

### PLANNING THE DESIGN

Based on the environmental considerations found in the site analysis, decide where plants should be placed for optimum aesthetic value, screening of undesirable views, shade or windbreaks, and separation of areas of the yard. Consider the use of hardscaping materials such as patios, walks, screens, and lighting. These materials can enhance the design while reducing the amount of area that needs to be irrigated and maintained.

#### *Conserving energy*

Deciduous trees should be placed on the south, east and west sides of the building to take advantage of the potential benefits of summer shade and winter sun to heat or cool the building. Evergreens are good insulators but limit sunlight, so try to plant them on the north side of the building. In order to protect a home from cold and snow, use trees and shrubs as insulators or windbreaks along the building.

### ***Conserving water***

When choosing plants, identify their water requirements and group those with similar irrigation requirements in the same area or irrigation zone. This will help to more accurately meet plant water needs while conserving water. Zones can be separated into zone 0 (no irrigation), zone 1 (irrigate monthly), zone 2 (irrigate twice per month), zone 3 (irrigate weekly) and zone 4 (irrigate twice per week). Plants adapted to the dry conditions of Utah will survive with little or no water (zone 0). It is important to know the water requirements of the plants at the site to most efficiently meet these needs without wasting water. The watering zone designs will depend on the amount of water you wish to use for the landscape, how much money you can spend on landscape water, and what you wish to achieve aesthetically and environmentally.

## **SELECTING THE PLANT MATERIAL**

Select plant materials that will most effectively achieve your design goals. When possible, use plant species that are adapted to the landscape environment—the soil, water, temperature, light, and pest conditions—to help minimize maintenance and water requirements. The following are some factors to consider when choosing plant materials.

### ***Aesthetics***

Choose plants based on height, width, shape, color, and form that will best help accomplish the design goals.

### ***Function***

Plants can be used to conserve energy or water (as discussed above) as well as to block undesirable views or noise (taller, more dense plant material), and control erosion on steep slopes (lower growing, ground covers).

### ***Soils***

Most plants do well under a range of soil conditions, however, many plants have an optimum pH range, salt tolerance level, and soil moisture requirement. In choosing plants for Utah, remember that most soils have an alkaline (high) pH and some have moderate to high salt levels. Consider a basic soil test to define soil conditions and identify soil problems or limitations before selecting plants.

### ***Water***

Since Utah receives a limited amount of annual rainfall, use plants that reflect this water situation. Select low water use plants and plants adapted to the region to increase their chances of survival and help conserve water. Also, try to incorporate smaller plants into the design, since they tend to have lower water requirements than larger plants. Consult your local nursery/greenhouse business or Utah State University County Extension Agent for information on low water use plants for your area.

### ***Hardiness Zone***

Plant hardiness zones in Utah range from 4-7. The hardiness zones were established by the USDA and are based on the minimum, annual survival temperatures for plants. Plants for hardiness Zone 4 can survive -20 to -30 °F, Zone 5 can survive -10 to -20 °F, Zone 6 can survive 0 to -10 °F and Zone 7 can survive 0 to 10 °F. However, micro-environments created by the plant's surroundings can also influence its hardiness for the region. Contact your local Utah State University County Extension Agent to learn the hardiness zone of your area.

## PRINCIPLES OF DESIGN

There are several basic principles of design to consider when planning the landscape. Along with the ones listed below, remember the importance of simplicity and harmony in designing.

***Balance***—Balance can be symmetrical or asymmetrical. Symmetrical is a more formal style of design with materials on one side mirrored on the other. Asymmetrical balance can be achieved by using different elements to create a more informal equilibrium. This may require using a group of smaller shrubs to counterbalance a large tree on the opposite side.

***Unity***—Group plants to achieve a unifying effect in the landscape (usually in groups of 3, 5, or 7). Plants can be grouped according to color, texture, or form. However, some variety in color, plant material, hardscaping textures, etc., adds interest to the landscape.

***Rhythm***—Repetition of elements (colors, textures, plant form) in the landscape provides a feeling of continuity and helps lead the eye through the landscape.

***Accent***—Accent is also referred to as dominance. Balance and rhythm can help lead the eye through the design to the focal point (accent). Examples of focal points may be a building, large tree or bed of bright flowers in front of a row of green shrubs.

Designing a low water use landscape is an enjoyable experience that will provide you with a landscape that meets your expectations and also helps to conserve water and other resources. Using the design plans and principles outlined in this bulletin will help you to achieve the low water use landscape that you desire.

## REFERENCE

Keane, T. Water-wise Landscaping. 1995. Utah State Univ. Cooperative Extension Service.  
<http://extension.usu.edu/publica/gardpubs/waterwis.pdf.htm>

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This publication is issued in furtherance of Cooperative Extension work, Acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Jack M. Payne, Vice President and Director, Cooperative Extension Service, Utah State University. (EP/08-02/DF)



**Utah State University**  
COOPERATIVE EXTENSION

extension.usu.edu

## WATER WISE PLANTS FOR UTAH LANDSCAPES

Teresa A. Cerny

*Ornamental Horticulture Specialist*

Rick Heflebower

*Washington County Horticulture Extension Agent*

Larry Sagers

*Thanksgiving Point Regional Horticulture Extension Agent*

Wade Bitner

*Salt Lake County Horticulture Extension Agent*

May 2003

HG-2003-01



Bigtooth Maple (*Acer grandidentatum*)

In order to better market the water wise plants available in many Utah nurseries and garden centers, and to assist consumers in identifying these plants, a program to recognize desirable low water use species has been developed. Representatives from Utah State University Extension, Utah State University Center for Water Efficient Landscaping, the Utah Nursery and Landscape Association, Utah Division of Water Resources, Utah Botanical Center, Jordan Valley Water Conservancy District, Red Butte Gardens, U.S. Bureau of Reclamation, Salt Lake City Corporation, Sandy City, and the Utah Native Plant Society have worked together to organize a water wise list of ornamental trees, shrubs, herbaceous perennials, ornamental grasses, and ground covers. The plants on the list are (1) water conserving, (2) adapted to Utah's arid climate and cold winters, (3) available in the industry, (4) relatively easy to maintain in the landscape and (5) have desirable landscape characteristics which remain desirable under limited

water availability. The water wise designation suggests that, on average, the plants only need to be watered approximately once every two weeks after establishment and will still retain their aesthetic characteristics. More specific information on cultural requirements such as growth characteristics, USDA hardiness zones, soil preference, etc., can be found at [www.waterwisepants.utah.gov](http://www.waterwisepants.utah.gov)

### **DECIDUOUS TREES**

*Acer grandidentatum*

*Acer tataricum*

*Acer truncatum*

*Amelanchier* species

*Catalpa speciosa*

*Celtis occidentalis*

*Chilopsis linearis*

*Corylus colurna*

*Cotinus obovatus*

Bigtooth Maple

Tatarian Maple

Shantung Maple

Serviceberry

Western Catalpa

Common Hackberry

Desert Willow

Turkish Filbert

American Smokebush

*Crataegus douglasii*

*Fraxinus anomala*

*Ginkgo biloba*

*Gymnocladus dioicus*

*Koelreuteria paniculata*

*Maclura pomifera*

(select cultivars)

*Parrotia persica*

*Platanus x acerifolia*

Black Hawthorne

Single-leaf Ash

Ginkgo

Kentucky Coffeetree

Golden Raintree

Osage-Orange

Persian Ironwood

London Planetree

*Ptelea trifoliata*  
*Quercus gambelii*  
*Quercus macrocarpa*  
*Robinia neomexicana*  
*Sophora japonica*

Hop Tree  
 Gambel Oak  
 Bur Oak  
 New Mexico Locust  
 Japanese Pagoda tree

*Syringa reticulata*  
*Ulmus parvifolia*  
*Zelkova serrata*

Tree Lilac  
 Lacebark/Chinese Elm  
 Zelkova

#### EVERGREEN TREES

*Abies concolor*  
*Calocedrus decurrens*  
*Cedrus atlantica glauca*  
*Cedrus libani*  
*Cupressus arizonica*  
*Juniperus osteosperma*

White Fir  
 Incense-cedar  
 Blue Atlas Cedar  
 Cedar of Lebanon  
 Arizona Cypress  
 Utah Juniper

*Juniperus scopulorum*  
*Picea abies*  
*Picea pungens*  
*Pinus species*  
*Pseudotsuga menziesii*

Rocky Mountain Juniper  
 Norway Spruce  
 Colorado Spruce  
 Pine species  
 Douglas-fir

#### SHRUBS (Full Sun)

*Amelanchier* species  
*Amorpha canescens*  
*Amorpha nana*  
*Artemisia* species  
*Atriplex confertifolia*  
*Buddleia davidii*  
*Caragana* species  
*Caryopteris x clandonensis*  
*Ceratoides lanata*  
*Cercocarpus* species  
*Chamaebatiaia millefolium*  
*Chrysothamnus nauseosus*  
*Crataegus coggygria*  
*Corneaster* species  
*Cowania mexicana*  
*Cytisus scoparius*  
*Ephedra viridis*  
*Fallugia paradoxa*  
*Forestiera neomexicana*  
*Genista* species

Serviceberry  
 Lead plant  
 Dwarf Lead Plant  
 Sagebrush  
 Shadscale  
 Butterfly Bush  
 Siberian Peashrub  
 Blue Mist Spirea  
 Winterfat  
 Mountain-mahogany  
 Fernbush  
 Rabbitbrush  
 Smokebush  
 Cotoneaster  
 Cliffrose  
 Scotch Broom  
 Green Mormon Tea  
 Apache Plume  
 New Mexico Privet  
 Spanish Broom

*Juniperus* species  
*Kolkwitzia amabilis*  
*Mahonia fremontii*  
*Peraphyllum ramosissimum*  
*Philadelphus* species  
*Physocarpus* species  
*Pinus mugo*  
*Potentilla fruticosa*  
*Prunus besseyi*  
*Prunus x cistena*  
*Prunus virginiana*  
*Quercus turbinella*  
*Rhus* species  
*Rosa woodsii*  
*Salvia dorrii*  
*Shepherdia argentea*  
*Sorbaria sorbifolia*  
*Syringa vulgaris*  
*Viburnum lantana*

Juniper  
 Beauty Bush  
 Utah Holly  
 Squaw Apple  
 Mock Orange  
 Ninebark  
 Mugo Pine  
 Potentilla  
 Western Sand Cherry  
 Purple-leaf Sand Cherry  
 Common Chokecherry  
 Shrub Live Oak  
 Sumac  
 Woods Rose  
 Dorr Sage  
 Silver Buffaloberry  
 False Spirea  
 Lilac  
 Wayfaring Tree

#### SHRUBS (Shade)

*Holodiscus dumosus*  
*Kerria japonica*  
*Mahonia aquifolium*

Mountain Spray  
 Japanese Kerria  
 Oregon-grape

*Symporicarpus* species  
*Viburnum rhytidophyllum*  
*Viburnum x rhytidophylloides*

Snowberry

Leather-leaf Viburnum

Blackhaw

#### PERENNIALS (FULL SUN)

*Achillea* species  
*Aethionema schistosum*  
*Agastache* species except  
*foeniculum*  
*Allium* species  
*Amsonia tabernaemontana*  
*Anacyclus depressus*  
*Anaphalis margaritacea*  
*Antennaria* species  
*Arabis caucasica*  
*Armeria maritima*  
*Asclepias tuberosa*  
*Aster* species  
*Astragalus utahensis*  
*Aubrieta deltoidea*

Yarrow  
 Stonecress  
 Hyssop/Agastache  
 Ornamental Allium  
 Blue Star  
 Mount Atlas Daisy  
 Pearly Everlasting  
 Pussy Toes  
 Rock Cress  
 Sea Pinks/Thrift  
 Butterfly Weed  
 Aster  
 Utah Lady Finger  
 Aubrieta

*Aurinia saxatilis*  
 Bask  
 et-of-Gold  
*Baileya*  
*multiradiata*  
 Desert Marigold



Hyssop/Agastache (*Agastache cana*)

<i>Balloa pseudodictamnus</i>	Horehound	<i>Liatris spicata</i>	Liatris/Gayfeather
<i>Berlandiera lyrata</i>	Chocolate Flower	<i>Limonium latifolium</i>	Sea Lavender
<i>Brodiaea</i> species	Brodiaea	<i>Linum</i> species	Flax
<i>Callirhoe involucrata</i>	Poppy Mallow/Wine	<i>Melampodium leucanthum</i>	Blackfoot Daisy
	Cups	<i>Mirabilis multiflora</i>	Desert Four O'Clock
<i>Calylophus</i> species	Sundrops	<i>Narcissus</i> species	Daffodils/Narcissus
<i>Catananche caerulea</i>	Cupid's Dart	<i>Nepeta x faassenii</i>	Catmint
<i>Centranthus ruber</i>	Jupiter's Beard/Red	<i>Oenothera macrocarpa, pallida,</i> and <i>caespitosa</i>	Evening Primrose
	Valerian	<i>Origanum</i> species	Oregano
<i>Colchicum autumnale</i>	Autumn Crocus	<i>Papaver orientale</i>	Oriental Poppy
<i>Coreopsis verticillata</i>	Thread-leaf Coreopsis	<i>Penstemon</i> species	Penstemon
<i>Crocus</i> species	Crocus	<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Delosperma</i> species	Ice Plant	<i>Phlomis</i> species	Jerusalem Sage
<i>Dianthus x althoides,</i> <i>deltoides,</i> <i>gratianopolitanus,</i> and <i>plumarius</i>	Dianthus/Pinks	<i>Potentilla</i> species	Cinquefoil
<i>Diascia integerrima</i>	Twinspurs	<i>Psilosiphon rottetina</i>	Paper Flower
<i>Dictamnus albus</i>	Gas Plant	<i>Pulsatilla vulgaris</i>	Pasque Flower
<i>Echinops ritro</i>	Globe Thistle	<i>Ranibida columnifera</i>	Mexican Hat
<i>Erigeron</i> species	Fleabane	<i>Salvia</i> species	Sage/Salvia
<i>Eriogonum</i> species	Buckwheat	<i>Santolina</i> species	Santolina/Lavender
<i>Eryngium amethystinum</i>	Sea Holly	<i>Scabiosa caucasica</i>	Cotton
<i>Gaillardia</i> species	Blanket Flower	<i>Sedum</i> species	Pincushion Flower
<i>Gaura lindheimeri</i>	Gaura	<i>Sempervivum tectorum</i>	Sedum/Stonecrop
<i>Gypsophila paniculata</i>	Baby's Breath	<i>Sphaeralcea</i> species	Hens and Chicks
<i>Helemum hoopesii</i>	Helen's	<i>Teucrium chamaedrys</i>	Globemallow
	Flower/Sneezeweed	<i>Thymus</i> species	Germander
<i>Helianthemum nummularium</i>	Sunrose	<i>Tithonia rotundifolia</i>	Thyme
<i>Hemerocallis</i> x hybrids	Daylilies	<i>Tulipa</i> species	Mexican Sunflower
<i>Hesperaloe parviflora</i>	Red Yucca	<i>Veronica spicata</i>	Tulips
<i>Hymenoxys acaulis</i>	Hymenoxys/Perky	<i>Viguiera multiflora</i>	Spike Speedwell
	Sue	<i>Yucca filamentosa</i>	Veronica
<i>Iberis sempervirens</i>	Candytuft	<i>Zauschneria</i> species	Showy Goldeneye
<i>Iris</i> , Bearded hybrids	Bearded Iris	<i>Zinnia grandiflora</i>	Yucca/Adam's
<i>Kniphofia uvaria</i>	Red Hot Poker	<i>Zizophora clinopodioides</i>	Needle
<i>Lavandula angustifolia</i>	Lavender		Zauschneria/Hum-
<i>Leucosia aestivalis</i>	Snowflake		mingbird Flower
			Desert Zinnia
			Blue Mint Bush

**PERENNIALS (Shade)**

<i>Aquilegia</i> species	Columbine	<i>Geranium endressii, sanguineum,</i> and <i>viscosissimum</i>	Geranium/Cranesbill
<i>Bergenia cordifolia</i>	Bergenia	<i>Heuchera</i> species	Coral Bells
<i>Corydalis lutea</i>	Yellow Corydalis	<i>Smilacina racemosa</i>	False Solomon Seal
<i>Epimedium</i> species	Barrenwort/ Epimedium		

**ORNAMENTAL GRASSES (Full Sun)**

<i>Andropogon gerardii</i>	Big Bluestem	<i>Helictotrichon</i> <i>sempervirens</i>	Blue Oat Grass
<i>Aristida purpurea</i>	Threeawn Grass	<i>Miscanthus sinensis</i>	Maiden Grass
<i>Bouteloua curtipendula</i>	Side Oats Grama	<i>Oryzopsis hymenoides</i>	Indian Rice Grass
	Grass	<i>Panicum virgatum</i>	Switch Grass
<i>Bouteloua gracilis</i>	Blue Grama Grass	<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Calamagrostis acutiflora</i>	Feather Reed Grass	<i>Sorghastrum nutans</i>	Indian Grass
<i>Elymus cinereus</i>	Great Basin Wildrye	<i>Stipa comata</i>	Needle and Thread grass
<i>Erianthus ravennae</i>	Ravenna Grass	<i>Stipa tenuissima</i>	Mexican Grass
<i>Festuca ovina glauca</i>	Blue Fescue		

**ORNAMENTAL GRASSES (Shade)**

*Dechampsia caespitosa*

Tufted Hair Grass

*Molina caerulea*

Purple Moor Grass

**GROUNDCOVERS**

*Antennaria* species

Pussy Toes

*Mahonia repens*

Creeping Mahonia

*Aretostaphylos uva-ursi*

Kinnikinnick

Creeping Phlox

*Buchloe dactyloides*

Buffalograss

Sedum

*Cerastium tomentosum*

Snow-in-Summer

Lamb's Ear

*Helianthemum nummularium*

Sun Rose

Germander

*Hypericum calycinum/*

St. Johnswort

Thyme

*reptans*

Horizontal Juniper

Turkish Veronica

*Juniperus horizontalis*

Creeping Veronica

**VINES**

*Campsis radicans*

Trumpet Vine

*Polygonum aubertii*

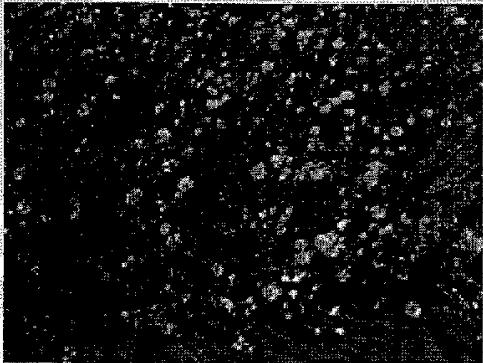
Silverlace Vine

*Clematis tangutica*

Clematis

*Wisteria* species

Wisteria



Desert Mangold (*Baileya multiradiata*)



Blue Grama Grass (*Bouteloua gracilis*)

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Reviewed March 2011

## Water-Wise Landscaping: Practical Turfgrass Areas

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Of the seven guiding principles of water-wise landscaping (a.k.a. Xeriscaping™), the most controversial involves the use of turfgrass in the landscape. At times it has seemed that water-wise landscaping might not allow for the use of turfgrasses at all. In fact, water-wise landscaping recognizes turfgrass as an integral component of the landscape.

A water-wise landscape must meet the needs of the users, and if that means recreation space, turf is the best and often only appropriate ground cover. Turfgrasses are a very practical surface for many urban landscapes, but sometimes it is used where the function isn't recreation. In these situations, more water conserving plant materials might be used.

The reason that turfgrass is mentioned specifically in water-wise landscaping guidelines is that there is great potential for over-irrigation of turfgrasses. Unlike other plants that exhibit the stresses of over-watering readily, turfgrass is able to withstand a great deal of over-irrigation without exhibiting signs of stress. In addition, as an herbaceous plant, turfgrass is often one of the first plants in the landscape to exhibit signs of drought stress. These facts coupled with a "more is always better" attitude toward landscape irrigation, predispose turfgrass areas to over-irrigation.



### Benefits of Turfgrass

Turfgrass has some very specific benefits in the landscape. For example, it is the only landscape plant material that can withstand the stresses of traffic and mowing that are commonly applied to it. One can trample it, tear it, and mow it, and it grows back! It is also the most practical surface for many types of outdoor recreation. And mowed lawns are a standard component of many urban fire control strategies.

Turfgrass also provides many other environmental benefits. One such benefit is a reduction in the amount of surface runoff water. This is a key component to protecting water quality. An average golf course, for example, can absorb 4 million gallons of water during a 1-inch rainstorm. And a golf course or turf area can absorb far more than one inch of rain water without runoff, assuming it's not coming down too quickly. This is because a dense turf area can reduce runoff to virtually

nothing. And when compared to a non-turf area (like a garden or agricultural field), grass areas can reduce runoff-induced soil erosion by up to 600 times (Whiting, et al., 2005).

Turfgrass also reduces environmental pollutants. It traps dust and pollen and controls wind erosion of soil. Turfgrass also moderates temperature levels, which can reduce the amount of energy used for home cooling in the summer months. The soil microbes associated with growing turfgrass also work to break down pollutants in the environment such as air contaminants washed out by rainstorms, pesticides, and pollen.

### Turfgrass in the Water-Wise Landscape

Turfgrass can be a practical and beautiful component of a water-wise landscape. As a design component, turfgrass invites participation in the landscape while providing unity and simplicity (Welsh, 2001). When using turfgrass in a water-wise landscape, a few basic guidelines are helpful.

- Only use turfgrass in areas where it is functional. These areas may include play areas, areas receiving traffic, and areas needing temperature, noise, or dust mitigation. If the only time a turf area receives traffic is when it's mowed, perhaps a lower maintenance plant would work in that location.
- Consider choosing turfgrass species with lower water requirements. In Utah, certain varieties of the different turfgrass species perform better. These may be found at <http://extension.usu.edu/files/publications/Turfgrass.html>. This bulletin also discusses the characteristics and applications of commonly used turfgrass species in Utah.
- Consider using non-irrigated turfgrass areas. If the turfgrass is not performing a functional role, does it really need to be irrigated? Many turfgrasses can withstand considerable drought stress by entering dormancy (turning brown). When conditions improve, they will green up again.
- Do not plant turfgrass in narrow, small, or oddly shaped areas that are difficult to irrigate efficiently. In these types of locations, there are many other plants that are more practical choices.

- Hydrozoning in a water-wise landscape certainly applies to turfgrasses as well as other plants. Plan and design irrigation systems so that turfgrass areas are irrigated separately from other landscape plants. Also, become familiar with the actual water requirements of the turfgrass and don't exceed them.
- Use cultural practices that will improve turfgrass water use efficiency. For example, mowing at a height of 2 ½ or 3 inches will encourage deeper rooting and improved heat and drought tolerance. Proper fertilization will also support healthy turfgrass and allow it to withstand the stresses of heat and drought better. Returning grass clippings when mowing also helps to reduce evaporation of water from the soil surface.

When these guidelines are followed, turfgrass becomes an appropriate, practical, and beautiful component of the water-wise landscape.

### References

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