



**AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF
GREEN SPRINGS GARDEN HOMES**

This is an Amended and Restated Declaration of Covenants, Conditions and Restrictions of Green Springs Garden Homes ("**Declaration**"), adopted by at least sixty-seven percent (67%) of the owners (the "**Owners**") of Green Springs Garden Homes at a duly called meeting of the Green Springs Garden Homeowners Association (the "**Association**"), effective as of the date of the recording hereof in the Official Records of Washington County, Utah.

RECITALS

A. Certain real property in Washington County, Utah, known as Green Springs Garden Homes was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants Conditions and Restrictions (the "**Original Declaration**") recorded October 13, 1992, as Entry No. 00417004 in the Official Records of Washington County, Utah.

B. The Original Declaration was amended pursuant to an Amendment to the Declaration of Covenants, Conditions and Restrictions of Green Springs Garden Homes (the "**Amendment**"), recorded July 23, 2012 as Entry No. 20120023977 in the Official Records of Washington County, Utah.

C. This Declaration is adopted as an amendment to the Original Declaration pursuant to Article XI, Section 4 - Amendment, of the Original Declaration.

D. This Declaration amends and restates the Original Declaration and the Amendment in their entirety and shall be binding upon and against the property described in the Original Declaration in Washington City, Washington County, Utah, which is more particularly described below.

DECLARATION

As stated in, and without altering the validity of the Declaration of, the Original Declaration, all of the property described below (the "**Property**") shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, effective as of the date of the recording of the Original Declaration, and to the plat map of the Property recorded January 31, 1991 as Entry No. 0378245 in the Official Records of Washington County, Utah (the "**Map**"), effective as of the date of the recording of the Map. This is for the purpose of protecting the value and desirability of the Property. This Declaration and the Map shall be construed as covenants of equitable servitude, shall run with the Property and be binding on all parties having any right, title or

interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. This Declaration incorporates and makes applicable to the Property and to the Association the provisions of Utah Community Association Act, Utah Code Title 57, Chapter 8a.

The Property is located in Washington City, Washington County, Utah, and is described as:

BEGINNING AT A POINT N 89°43'90" W 293.97 FEET ALONG THE SECTION LINE AND SOUTH 326.48 FEET FROM THE NORTH ¼ CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF FAIRWAY DRIVE (60.00 FEET WIDE), AND RUNNING THENCE S 00°29'09" E, A DISTANCE OF 322.84 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY LINE OF CERRITOS ROAD; THENCE N 88°51'32" E, A DISTANCE OF 114.35 FEET ALONG SAID CERRITOS ROAD EXTENSION TO A POINT ON THE WESTERLY BOUNDARY LINE OF BUENA VISTA SUBDIVISION UNIT NO. 5 AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE ALONG UNIT NO. 5 AS FOLLOWS: S 00°00'10" W A DISTANCE OF 606.79 FEET; THENCE S 35°58'10" W, A DISTANCE OF 263.48 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CACTUS LANE; THENCE LEAVING SAID UNIT NO. 5 ALONG THE ARC OF A CURVE TO THE LEFT AND CACTUS LANE, SAID CURVE HAVING A RADIUS OF 223.72 FEET, ARC LENGTH OF 84.69 FEET, AND A CENTRAL ANGLE OF 021°41'21", TO THE POINT OF TANGENCY; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND CACTUS LANE, SAID CURVE HAVING A RADIUS OF 25.00 FEET, ARC LENGTH OF 32.64 FEET, AND A CENTRAL ANGLE OF 074°48'11", TO THE POINT OF TANGENCY AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GREEN SPRINGS DRIVE; THENCE ALONG SAID GREEN SPRINGS DRIVE AS FOLLOWS: N 00°55'00" W, A DISTANCE OF 902.52 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.76 FEET, ARC LENGTH OF 97.30 FEET, AND A CENTRAL ANGLE OF 010°07'12" TO THE POINT OF TANGENCY; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, ARC LENGTH OF 51.09 FEET, AND A CENTRAL ANGLE OF 083°37'45" TO THE POINT OF TANGENCY AND A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID FAIRWAY DRIVE, THENCE LEAVING SAID GREEN SPRINGS DRIVE N 72°35'33" E, A DISTANCE OF 139.85 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 235.132 SQUARE FEET OR 5.398 ACRES, MORE OR LESS.

ARTICLE 1- DEFINITIONS

The following definitions control in this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Association means Green Springs Garden Homeowners Association, its successors and assigns.

Common Area means that portion of the Property owned by the Association, shown on the Map as dedicated to the common use and enjoyment of the Owners.

Declaration means this instrument, and any amendments.

Lease means a leasing of a Lot for a period of time as allowed by this Declaration.

Limited Common Area means that portion of the Property owned by the Association, shown on the Map as dedicated to the exclusive use and enjoyment of the Owner of the lot to which such limited common area is adjacent and/or appurtenant. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Lot means a separately numbered and individually described plot of land shown on the plat designated for private ownership including all improvements constructed thereon, but specifically excludes the common areas and limited common areas.

Map or Plat means the subdivision plat recorded January 31, 1991, as Entry No. 378345, in Book 589, at Page 218, of the records of Washington County, Utah, entitled "Green Springs Garden Homes", prepared and certified by Kenneth C. Hamblin, a Utah Registered Land Surveyor or any replacements thereof, or additions thereto.

Member means every person or entity who holds membership in the Association. Every member is an Owner, and every Owner is a member.

Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner."

Property means that certain real property hereinabove described, and such additions thereto as may hereafter be subjected to this Declaration.

Townhome means a single-family dwelling. "Townhome" includes fee title to the real property lying directly beneath the single-family dwelling within lot boundary lines.

Trustees means the governing body of the Association.

ARTICLE II - PROPERTY RIGHTS

Section 1. Title to the Common Area. The Association owns fee simple title to the common area and limited common area, subject to this Declaration, and easements and rights-of-way of record. The Association covenants to fulfill all the terms of this Declaration, to maintain the common area in good repair and condition at all times and to operate the common area at its own expense in accordance with high standards.

Section 2. Owners' Easements of Enjoyment. Every Owner has a right and easement of use and enjoyment in and to the common area. This easement is appurtenant to and passes with the title to every Lot, subject to:

- (a) The right of the Association to limit the number of guests of members using the common area.
- (b) The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against his Lot remains unpaid; and for a period of not to exceed sixty (60)

- days for any infraction of its published rules and regulations.
- (c) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the common area by the Association.
 - (d) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
 - (e) The terms and conditions of this Declaration.
 - (f) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the common area, the limited common area and the Lots.
 - (g) Owners may erect a permanent flagpole for the purpose of displaying American and State flags; however, it must have the approval of the Trustees and neighbors.

Section 3. Limited Common Area. A Lot Owner is entitled to the exclusive use of the limited common area adjacent and appurtenant thereto, subject to the rights of the Association set forth herein and in rules and regulations adopted by the Association, through its Trustees.

Section 4. Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is non-Owner shall have any such delegable right of enjoyment.

Section 5. Rules. The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Property, and persons within the Property. These rules of the Association shall be compiled and copies shall be made available for inspection and copying by the Trustees.

Section 6. Lot. Each Lot is owned in fee simple by the Owner. However, area within the surveyed Lot boundaries but outside the originally constructed Townhome walls shall be treated as limited common area for use purposes, and as exterior area for maintenance purposes. The purpose of laying out a Lot larger than the Townhome is to allow flexibility in the original Townhome construction. After the initial construction on a Lot, subsequent construction, if any, on that Lot must nevertheless conform to the location, size, and appearance of the originally constructed Townhome.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner is a member of the Association. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

Section 2. Voting Rights. All members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE IV - FINANCES AND OPERATIONS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (c) any other amount or assessment levied or charged by the Association or the Trustees pursuant to this Declaration; and (d) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and (b) for the improvement and maintenance of Property and services devoted to this purpose. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the common and limited common areas; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those common and limited common areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purpose of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including, without limitation, maintenance and management.

Section 3. Maximum Annual Assessment. As of January 1, 2015, the annual assessment is One Thousand Five Hundred Sixty Dollars (\$1,560.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments.

- (a) From and after the date referred to above the maximum annual assessment may be increased by the Trustees each year by up to \$120 (\$10 per month) above the maximum assessment for the previous year, without a vote of the membership.
- (b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of the members, voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common or limited common area structures, fixtures and personal property related thereto. Special assessments must have the assent of sixty-seven percent (67%) of the votes of the members, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Trustees shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of Washington City in maintaining, repairing or replacing the City's utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting of members called for the purpose of taking any action authorized under Sections 3, 4 or 5 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of the members, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. This method of determining the assessments, dues and charges may not be changed without the assent of sixty-seven percent (67%) of the votes of the members, in person or by proxy, at a meeting duly called for this purpose.

Section 8. Collection of Assessments. Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

Section 9. Date of Commencement of Annual Assessments: Due Dates. At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. Receipt of notice shall not be a pre-requisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the bookkeeper/treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 10. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date thereof shall be delinquent and shall incur a late fee in the amount of \$25 (which late fee may be waived by the Trustees for good cause shown).

The Trustees may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the

foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender or insured by the Federal Housing Administration or the Veterans Administration if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

Section 12. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association. Copies of this Declaration and the Bylaws of the Association must be provided to a lessee, without charge, by the Owner.

ARTICLE V - INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Trustees shall keep all insurable improvements and fixtures of the common area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Townhomes, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

Section 3. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common area for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 4. Fidelity Insurance. The Trustees will obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or members. In procuring fidelity insurance the Trustees shall seek a policy which shall (a) name the Association as obligee or beneficiary, plus (b) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (c) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the Property, nor shall any exterior addition or change or alteration to any Lot or Townhome be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and

compliance with this article will be deemed of have been made.

Notwithstanding the foregoing, without the prior written approval of at least 67% of the Owners, neither the Association nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any plan, rules or regulations pertaining to the architectural design, exterior appearance, or the maintenance of the townhomes and lots and the maintenance of the common and limited common areas, including walls, fences, driveways, lawns and plantings.

ARTICLE VII - EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance by Owner. Each Owner shall be responsible for maintenance to the exterior of the Townhome owned and in the limited common area adjacent and appurtenant to the Lot. The Trustees shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, and after a two-thirds (2/3) vote of the Trustees, and after 10 days written notice (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each Townhome and Lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the Townhome.

Section 2. Exterior Maintenance by Association. The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any Lot, and the area of any Lot outside the walls of the Townhome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or limited common area at reasonable hours.

Section 4. Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a Lot outside the walls of the Townhome, and the limited common areas adjacent and appurtenant to the Townhomes may be altered by Rule of the Association.

ARTICLE VIII - USE RESTRICTIONS

Section 1. General Use Restrictions. All of the Lots which are subject to this Declaration are hereby restricted to residential dwellings. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be removed from other locations to the Property. After the initial construction on a Lot no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

Section 2. Signs: Commercial Activity. No advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property. The foregoing restrictions shall not apply to the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to

time.

Section 3. Quiet Enjoyment. No noxious or offensive activity or nuisance shall be carried on or allowed to exist upon any part of the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance or lower property values.

Section 4. Quiet Time. Quiet time shall be recognized between the hours of 10:00 PM to 7:00 AM. The Trustees shall have the authority to adopt rules and regulations regarding appropriate or inappropriate activities during quiet time, to grant exceptions to quiet time, and to adjust the hours of quiet time.

Section 5. Animals. No Animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise to Lot Owners. All pets must be kept in the Lots or on a leash when in the common areas. Pet owners and handlers are expected to collect the animal's waste daily and dispose of the same in their trash receptacle. Pet owners must conform to Washington City ordinances applicable to pets. This provision may be made more restrictive by rule of the Association.

Section 6. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any common area, other than as permitted in this Declaration or as may be allowed by the Trustees. This restriction is for the mutual benefit of all Owners of Lots and is necessary for the protection of the interests of all said Owners in and to the common area.

Section 7. Parking. No motor vehicle which is inoperable shall be allowed within the Property, and any such motor vehicle which remains parked over 48 hours shall be subject to removal by the Association, at the vehicle owner's expense. Parking spaces within the Property shall be used for parking of motor vehicles actually used by the Owner or his immediate family or guests for personal use and not for commercial use, and for guest parking. Recreational vehicles, boats, travel trailers, utility trailers, trailers of any kind and similar property may not be parked within the Property. Parking of cars, trucks, vans, motorcycles, or any vehicle is limited to one vehicle parked on the street at each lot. Lot Owners in violation of this provision will be subject to fines pursuant to rules adopted and enforced by the Trustees.

Section 8. Planting and Gardening. The Owner shall have the right within the limited common area to replace plants without the approval of the Trustees. The plants must be in keeping with desert low water usage and eco system.

Section 9. External Apparatus. No Lot Owner shall cause or permit anything (including without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

Section 10. Exterior Television or Other Antennas. No exterior radio, ham or shortwave, TV or other antennas shall exceed four feet in height without the prior approval of the Trustees, which approval may be revoked at any time by the Trustees.

Section 11. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Garbage must be placed in proper containers for weekly pickup.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 13. Interior Utilities. All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

Section 14. Leases. All leases and rental agreements shall be in writing and shall provide that the terms thereof shall be subject in all respects to the provisions of this Declaration and Articles of Incorporation, Bylaws, and Rules and Regulations of the Association (the "**Governing Documents**"). In the event that a lease or rental agreement fails to contain reference to the Governing Documents, such terms are hereby incorporated into any and all leases and rental agreements and this Section provides notice thereof.

Any failure by a lessee to comply with the terms of the governing Documents shall be a default under the lease and the Owner subject to this Declaration hereby grants third-party beneficiary standing to the Association, by and through its Trustees, to initiate and maintain eviction proceedings against the lessee if such default is not remedied after the Association has given three (3) written notices to the Owner, each notice being sent no less than seven (7) days after the previous notice, by regular United States Mail, to the last known address of the Owner as contained in the records of the Association.

No Owner shall lease the dwelling unit on his or her Lot for a period of less than one (1) year. No overnight, daily, weekly, or monthly rentals are permitted. No subleases of all or a portion of any dwelling unit on a Lot are permitted. No more than 10% (three homes) may be leased by homeowners or occupied by non-homeowners, and such leases shall be on a first-come, first-serve basis unless another procedure is duly adopted by the Board of Trustees.

A dwelling unit on a Lot may not be leased to more than one family (as defined in Section 15 below).

Section 15. Occupancy. The dwelling units on the Lots are to be used as single-family residences only. No dwelling unit on a Lot may be occupied by more than one family. A "family" is defined as (a) an individual living alone; or (b) two or more people related by blood, legal marriage or adoption (including foster children); or (c) up to three unrelated individuals who live and cook together as a single housekeeping unit.

ARTICLE IX - EASEMENTS

Section 1. Encroachments. Each Lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs of dwelling units constructed on the Lots. A valid easement

for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing Lots is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, limited to water, sewers, gas, telephone and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as programmed and approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the common areas of the Property shall be maintained under the direction of the Association.

Section 3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the street and common and limited common area in the performance of their duties.

Section 4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any Lot to perform the duties of maintenance and repair.

Section 5. Other Easements. The easements provided for in the Article shall in no way affect any other recorded easement.

ARTICLE X - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

Section 2. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of the conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity of unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by the vote of the Owners of not less than sixty-seven percent of the Lots. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.


Section 5. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 7. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

IN WITNESS WHEREOF, this Declaration has been approved by not less than sixty-seven percent (67%) of the Owners of Lots (there being 25 Lots, therefore at least 17 Owners of Lots have approved this Declaration) at a duly called and conducted meeting of the Owners held on April 18, 2015 and on July 22, 2017. The signatures of the Members approving this Declaration are on file with the records of the Association.


Secretary

Printed Name: JUDY DENCKER
Green Springs Garden Homeowners Association

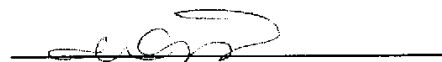
STATE OF UTAH)
 : ss
County of Washington)

The foregoing instrument was acknowledged before me on this 22nd day of July, 2017, by

Judy Dencker who declared to me that this document has been in

executed in the capacity of Secretary of the Green Springs Garden Homeowners

Association.


Notary Public

