

Amended Restrictive Covenants Page 1 of 135
Gary Christensen Washington County Recorder
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HARRISON LLC

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITE SANDS SUBDIVISION**

**A Planned Development
in
Washington County**

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This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITES SANDS SUBDIVISION ("Declaration") is adopted by the White Sands Homeowners Association, a Utah nonprofit corporation ("Association") and is effective as of the date it is recorded in the office of the Washington County Recorder.

RECITALS

A. The *Declaration of Covenants, Conditions and Restrictions for White Sands Subdivision* was recorded in the Washington County Recorder's Office on April 6, 2018 as Entry No. 20180013793 (the "Original Declaration").

B. The *First Amendment to the Declaration of Covenants, Conditions and Restrictions of White Sands Subdivision* was recorded in the Washington County Recorder's Office on June 23, 2020 as Entry No. 20200031665.

C. This *Amended and Restated Declaration of Covenants, Conditions and Restrictions for White Sands Subdivision* is adopted to: (1) clarify and define the rights of the Association and the Owners, in and to the Project, (2) conform to changes to the Utah Community Association Act and other Utah law, (3) provide for a general plan for managing the Project, and (4) in furtherance of the effort to provide a quality living environment and protect and maintain the value of the Project.

D. This Declaration, which (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects the Original Declaration and all prior declarations and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

E. This Declaration affects the real property situated in Washington County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.

F. The Bylaws of the Association attached hereto as Exhibit B supersede and replace all previous bylaws of the Association and any amendments thereto.

G. Pursuant to Article 7, Section 7.2 of the Original Declaration, the undersigned hereby certify that this Declaration and Bylaws were approved by at least two-thirds (2/3) of Lot Owners in the Association.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Association hereby adopts this Declaration. This Declaration, together with the Plat, Bylaws, and Rules adopted by the Association, shall define and govern the rights of the Owners and the Association related to the Project.

ARTICLE I. DEFINITIONS

The capitalized terms used in this Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

1.1. **Act** shall mean the Utah Community Association Act, codified at Utah Code § 57-8a-101 *et seq.*, as the same may be amended from time to time.

1.2. **Articles** shall mean the Articles of Incorporation for the Association, as amended and restated from time to time.

1.3. **Assessments** shall mean any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents.

1.4. **Association** shall mean the White Sands Homeowners Association, a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.5. **Benefit Assessment Area** shall mean a geographical area in the Project in which the Lots within that area receive special benefits or services from the Association that the Association does not provide to all Lots within the Project.

1.6. **Board** or **Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.8. **Bylaws** shall mean the Bylaws of the Association that are attached hereto as Exhibit B, as the same may be amended from time to time.

1.9. **Common Area** shall mean all land, and the improvements situated thereon, within the Project that the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation: private roads, common sidewalks, Association signs or monuments, open space, utility facilities, and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.

1.10. **Common Expenses** shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.11. **Declaration** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for White Sands Subdivision, as may be amended from time to time.

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

1.13. **Governing Documents** shall mean collectively, the Declaration, Articles of Incorporation, Bylaws, Plat, and any Rules adopted by the Board.

1.14. **Limited Common Area** shall mean the Common Area reserved for the use and

benefit of a designated Lot or Residence to the exclusion of other Owners. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Lot and may not be severed from the ownership of the Lot. All installations or modifications of Limited Common Area shall be approved by the Association and shall be subject to the provisions in this Declaration and the Design Guidelines.

1.15. **Lot** shall mean each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. A Lot shall include any Residence or other improvement constructed thereon. Each Lot consists generally of all structures on or within the boundary of the Lot.

1.16. **Manager** shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Project.

1.17. **Member** shall mean and refer to a Lot Owner.

1.18. **Mortgage** shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.19. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.20. **Occupant** shall mean any Person, living, dwelling, visiting, or staying in a Residence. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Residence. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.21. **Owner** shall mean the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.22. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.23. **Plat** shall mean the official subdivision plats of White Sands Subdivision filed and recorded in the official records of the Washington County Recorder. The term Plat shall specifically include any additional, amended, or supplemental plat(s) that may be recorded in the future. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat and required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.24. **Project** shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to the Lots and Common Area related to this Association within the White Sands Subdivision that have been made subject to this Declaration. The Project shall also include any additional land annexed into the Association and made subject to this Declaration.

1.25. **Residence** shall mean a structure intended for use and occupancy as a residence, together with the garage and all improvements located on or with respect to the Lot concerned which are used in connection with such residential structure. The Residence shall

include, without limitation, the roofs and all exterior surfaces, exterior trim, gutters, downspouts, structural members, and foundations. The Residence shall also include any mechanical equipment and appurtenances located within any one Residence, or located without said Residence but designed to serve only that Residence, such as appliances, air conditioning compressors, sprinkler systems, antennas fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Residence or serving only the Residence shall be deemed to be a part of the Residence.

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

1.27. **Rules** shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission**. The real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Project and all the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name**. The Project, as submitted to the provisions of this Declaration, shall be known as White Sands Subdivision. The Project is not a cooperative.

2.3. **Description of Improvements**. The major improvements contained in the Project includes residential Lots with detached single-family Residences. There are also open space areas, along with roads and other improvements detailed on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements in the Project. The Lots, their locations, and approximate dimensions are indicated on the Plat.

2.4. **Benefit Assessment Areas**. The Board may create and place Lots into one or more Benefit Assessment Areas in which the Lots share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Lots within the Project. The creation of a Benefit Assessment Area, the designation of Lots subject to a Benefit Assessment Area, and the scope of services to be performed for a Benefit Assessment Area shall be set forth in a Board resolution, or similar Association document. A Lot may be assigned to more than one Benefit Assessment Area, depending on the number and types of special benefits or services it receives. A Benefit Assessment Area may be comprised of Lots that are not contiguous.

2.5. **Expansion or Contraction of Project**. The Project may be expanded or contracted by the recording of an amendment to this Declaration to annex or withdraw any real property that the Board and/or Owners determines to be added or withdrawn.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership**. Every Owner shall be a Member of the Association with one membership interest per Lot. Membership in the Association shall be mandatory, shall be

appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event an Owner fails or refuses to transfer the membership registered in their name to the purchaser of the subject Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights.** Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to one vote per Lot owned.

3.3. **Multiple Ownership Interests.** If there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

3.4. **Record of Ownership.** Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS

4.1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. An Owner may delegate their easement and right of use and enjoyment described herein to any permitted Occupant(s) who reside in such Owner's Residence. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner. This right of easement shall not extend to the Limited Common Area or privately owned Lots of other Owners.

4.2. **Title to Common Areas.** The Association may hold title or perpetual easements to the various Common Areas within the Project identified in this Declaration.

4.3. **Limitation on Easement.** A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

- 1) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;
- 2) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against a Lot

remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules;

3) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, when the Board deems such dedication or transfer to be in the best interest of the Association in the Board's reasonable business judgment.

4.4. **Association Easement.** The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Area and Limited Common Area to perform their duties as assigned by the Governing Documents.

4.5. **Easement for Utility Services.** The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable. If any utility company or municipal authority requests that a more specific easement be granted in its favor in substitution for the easement hereby established with respect to the Common Areas, the Board shall have the power and authority, without the need for any consent by the Owners to grant the more specific easement on such terms and conditions as the Board deems appropriate. It is intended that this utility easement be construed broadly.

4.6. **Easements for Encroachments.** If any portion of a Common Area or Limited Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot, Limited Common Area, or the Common Area as a result of the manner in which the improvements were initially approved and constructed, or due to settling, shifting, alteration, replacement, repair, or restoration, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

ARTICLE V. BUDGET AND ASSESSMENTS

5.1. **Annual Budget.** The Board shall prepare and adopt an annual budget for the Association that estimates the Common Expenses to be incurred in the upcoming calendar year. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to requesting Owners within thirty (30) days after adoption.

(a) **Benefit Assessment Area Expenses.** If one or more Benefit Assessment Areas are designated, then the budget shall track and estimate the expenses associated with each Benefit Assessment Area separately from Common Expenses in order to allocate these expenses as set forth in Section 5.6. "Benefit Assessment Area Expenses" shall include the actual and estimated expenses incurred or to be incurred by the Association for the benefit of the Lots within each Benefit Assessment Area which may include landscaping, construction, insurance, maintenance, and repair and replacement of Common Area facilities appurtenant to the Benefit Assessment Area, structures, and adjacent areas. If the Benefit Assessment Area responsibilities require the maintenance or repair of long-term Common Area facilities, then the Benefit Assessment Area Expenses

shall include contributions to a reserve fund for the repair and replacement of such facilities. Benefit Assessment Area reserves shall be accounted for and kept separate from the Association's other reserve funds.

5.2. **Covenant to Pay Assessments.** Each Owner of a Lot 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 Association to pay to the Association all Assessments, including without limitation, all Annual, Special, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

5.3. **Purpose of Assessments.** Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

5.4. **Annual Assessments.** Annual Assessments shall be made on a calendar year basis based on each Owner's equally allocated portion of the upcoming annual budget. The Board shall give written notice of each Annual Assessment not less than fifteen (15) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly or quarterly installments on dates established by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the new amount.

5.5. **Special Assessments.** The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments over one thousand dollars (\$1,000) in a calendar year must be approved and assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

5.6. **Benefitted Area Assessment.** Benefitted Area Assessments shall be paid by all Lots within a designated Benefit Assessment Area that are subject to assessment in addition to the Annual Assessment. The amount of the Benefitted Area Assessment shall be determined by equally allocating the budgeted Benefit Assessment Area Expenses to all Lots within the Benefit Assessment Area. At no time shall a Benefitted Area Assessment be charged or assessed to Lots outside of the designated Benefit Assessment Area. The amounts the Association collects as Benefitted Area Assessments shall be held in trust for and expended solely for the benefit of the Lots from which they were collected.

5.7. **Individual Assessments.** In addition to the Assessments authorized above, the Board may also levy Individual Assessments against a Lot and its Owner for: (a) administrative

costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or its Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or its Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Residence and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating to any of the foregoing, regardless of whether a lawsuit is filed. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner's or its Occupants' negligence.

5.8. **Allocation of Assessments.** Annual and Special Assessments shall be fixed at an equal uniform rate for all Lots, unless otherwise provided in the Governing Documents. Individual Assessments shall be allocated separately to each Lot based on the costs incurred by the Association.

5.9. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

5.10. **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.

5.11. **Certificate Regarding Payment.** Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee as permitted in the Act.

5.12. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made pursuant to Utah

Code § 57-8a-301; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt themselves or their Lot from liability for payment of Assessments by waiver of such Owner's rights concerning the Common Areas or by abandonment of such Owner's Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

5.13. **Billing and Collection Procedures.** The Board shall have the right to adopt Rules or a Board resolution setting forth procedures for the billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Residence if the Owner does not reside in the Project. Unless otherwise provided for in the Rules or Board resolution, all payments for Assessments shall be applied to the earliest (or oldest) charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts. The Association may charge collection fees to Owners that are charged by the Manager.

5.14. **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

5.15. **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules or Board resolution, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25.00) late fee each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid. The Association may also assess to the Owner a collection charge, late fee, and any other reasonable fee charged by a Manager related to collections.

5.16. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Assessments:

- 1) The Association may suspend such Owner's voting rights.
- 2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At

any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Washington County against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If the delinquent Owner is leasing their Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

6) Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

7) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

5.17. **Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration and the Act. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

5.18. **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law.

5.19. **Reinvestment Fee Covenant.** A perpetual Reinvestment Fee Covenant is hereby established that obligates all Transferees of Lots to pay the Association a fee that benefits the Lot and Project. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section and Utah

Code § 57-1-46. The following terms and conditions shall govern Reinvestment Fees:

- 1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the Person receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee.
- 2) The amount of the Reinvestment Fee shall be established by the Board in the Rules or Board resolution, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
- 3) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.
- 4) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

5.20. **Account Payoff Fees.** The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

5.21. **Association Responsibility after Foreclosure.** If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Mortgagees cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

5.22. **Homestead Waiver.** Pursuant to Utah Code § 57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit or priority of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. **Organization of Association.** The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board.

6.2. **Legal Organization.** The Association is intended to be incorporated as a nonprofit

corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

6.3. General Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- 3) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;
- 4) The powers, duties, and obligations not reserved specifically to Owners; and
- 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.4. Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

- 1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.
- 2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Act. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.
- 3) **Rulemaking.** The Association, through its Board, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project. Pursuant to Utah Code § 57-8a-218(19), the requirements of Utah Code §§ 57-8a-218(1), (2), (6), & (8) through (14), except subsection (1)(b)(ii), are hereby modified to not apply to the Association.
- 4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.
- 5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents in

accordance with the provisions of the Governing Documents and the Act.

6) **Capital Improvements.** Capital improvements to the Project may be authorized by the Board of Directors alone.

7) **Common Areas.** The Association may hold title to Common Areas conveyed to it, and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments. Upon approval of sixty-seven percent (67%) or more of the total voting interests, the Board shall have the authority to transfer title to Common Area real property owned by the Association to governmental entities for public use, or to individual third parties for private use.

8) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

9) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other common law or statutory right which the Association is granted.

10) **Bulk Service Agreements.** The Association shall have the right to enter agreements, as the Board deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Lots or groups of Lots. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

11) **Loans.** The Association shall have the authority to obtain loans for the efficient operation of the Association and may use Common Area and other assets of the Association as collateral for financing. A majority vote of the Board shall be required prior to obtaining any Association loan.

12) **Joint Use/Cost Sharing/Easement Agreements.** The Association shall have the right to enter agreements and/or easements for the use, maintenance, repair, and replacement of improvements or facilities which use may be shared with other homeowners associations or other property owners, or which may be located on land outside of the Project. The shared facilities and improvements appurtenant to the agreements may be located within or outside the Project. Each Owner hereby consents and agrees that the Association shall have the authority to record any Joint Use Agreements it enters into against each Lot within the Project.

6.5. **Liability.** Board Members and officers of the Association shall not be liable to the Association or to any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of their duties, except for intentional or willful misconduct. If a Board Member or any officer of the Association is made a party to any proceeding because the individual is or was a Board Member or officer of the Association, the Association shall defend, indemnify, and hold harmless such individual against liability and expenses incurred to the maximum extent permitted by law, except where the

Board Member or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out their duties.

6.6. **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth requirements for serving on the Board.

6.7. **Board Indemnification.** Each past and present Board Member shall be entitled to defense and indemnification to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

6.8. **Registration with the State.** In compliance with Utah Code § 57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

6.9. **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

6.10. **Records.** Owners shall have the right to inspect Association Records within a reasonable time following an Owner's request. "Association Records" are limited to the following documents and information: (a) Declaration, (b) Bylaws, (c) Articles of Incorporation, (d) minutes of Owner meetings and Board meetings, (e) most recent approved budget, (f) a record of all actions taken by Owners or the Board without a meeting, (g) a record of all actions taken by a committee of the Board in place of the Board, (h) a record of all waivers of notices for Owner meetings and Board meetings, (i) a list of all Owners in alphabetical order showing their address and the number of votes each Owner is entitled, (j) all resolutions adopted by the Board currently in effect, (k) all written communications to Owners generally as Members for a period of three years, (l) a list of Board member names and addresses, (m) a copy of the most recent annual report delivered to the State, (n) all annual financial statements (balance sheet and profit and loss statement) of the Association for the past three years, and (o) the most recent reserve analysis. Association Records shall specifically exclude emails, texts, phone calls, writings, and personal communications between Board Members or Owners. The Board shall have the power and discretion to determine what documents or information are considered Association Records if there is a dispute over the definitions or language provided in this Section. The Association shall have no duty to keep, maintain, produce, or permit inspection of any documents, draft documents, electronic files, or other information not explicitly identified in Utah Code §§ 57-8a-227(1)(a)(ii) and 16-6a-1601. The Board shall have the sole discretion to determine the format in which documents and records are kept. The Association may redact any private, privileged, or sensitive information from Association Records produced herein, in the Board's discretion. The Association may provide additional information or documents to Owners not identified as Association Records herein, in the Board's discretion. The Association may make Association Records available via a website, and if so provided, then the Association shall have met its record inspection obligations set

forth in this Section or other applicable law for all such documents posted thereon.

6.11. **Management.** The Project may be managed by a professional manager, selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

ARTICLE VII. MAINTENANCE

7.1. **Association Maintenance.** The Association shall maintain, repair, and replace the Common Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to, common landscaped areas, storm water facilities, private utility lines owned or controlled by the Association that serve more than one Residence, private roadways, and personal property owned by the Association. The Association shall have no responsibility to maintain or repair public streets within the Project or any utility lines controlled by a municipality or utility service provider. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot, Residence, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance.

7.2. **Owner Maintenance.** Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot, Residence, and Limited Common Areas including but not limited to the maintenance, repair, and replacement of driveways, structural elements of the Residence, exterior walls, foundations, roofs, gutters, down spouts, soffits, fascia, interior walls, windows, doors, landscaping, and utility lines that service the Lot or Residence. Each Owner shall paint, repair, and otherwise maintain the exterior of its Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems.

Owners shall be responsible to maintain, repair, and replace fences which mark the boundaries of their Lots or Limited Common Area. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots or Limited Common Areas, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

7.3. **Owner Maintenance Neglect.** The Association shall have the power and authority, without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon; but only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

The Association shall also have the power and authority from time to time in its own name, on

its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all the provisions of this Declaration and such Rules.

7.4. **Maintenance Caused by Owner Negligence.** If the need for maintenance or repair of Common Areas, or Limited Common Areas, is caused through the willful or negligent acts of an Owner, an Occupant, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

7.5. **Care and Maintenance of Landscaping and Other Lot Features.** Without limiting any other provision of this Declaration, each Owner shall maintain their Lot, including any improvements thereon, in a condition which is considered safe, sound, sanitary and appealing to the eye and said Owner shall correct any condition or refrain from any activity that might endanger the health of or interfere with the safety and well-being of other Owners and their invitees and/or impair said Owners reasonable enjoyment of their Lots. Each Owner shall keep their Lot free from rubbish, litter, and noxious weeds. All structures, landscaping, and improvements shall be maintained in good condition and repair at all times.

7.6 **Weed Control.** Each Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on the Owner's Lot so as to minimize weeds, fire and other hazards to surrounding Lots, the Common Area, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants that are injurious to crops, livestock, land, or the public health.

7.7. **Utility Charges.** The charges for utilities that are metered separately to each Lot or Residence shall be the responsibility of the respective Lot Owner. In the event water, electrical, sewer, or other utilities are metered collectively for the Project, or metered separately for Common Areas, then the Association shall be responsible for paying for such utility costs as a Common Expense or Benefit Assessment Area Expense, as applicable.

ARTICLE VIII. INSURANCE

NOTICE: The Association's Insurance Policies do not cover the personal property or personal liability of the Owners or their Occupants.

8.1. **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. General insurance premiums shall be a Common Expense.

8.2. **Property Insurance.** The Association shall maintain a blanket policy of property insurance covering the Common Areas, and any fixtures or equipment thereon that are the obligation of the Association to maintain (if any). The Association may maintain broader coverage if afforded by the insurance contract.

- 1) The blanket policy shall exclude land and other items not normally and

reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Common Areas or otherwise permanently part of or affixed to Common Areas.

2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

3) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

5) The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less, in an operations savings account. This requirement shall not apply to any earthquake or flood insurance deductible.

6) If a loss occurs that is covered by a property insurance policy in the name of an association and another property insurance policy in the name of a lot owner, then the Association's policy provides primary coverage and the Lot Owner is responsible for the Association's policy deductible.

7) If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

8) The Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

9) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

8.3. Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying

the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. **Director's and Officer's Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts and mismanagement. To the extent reasonably available, this policy shall include coverage for: (1) failure to maintain adequate reserves, (2) failure to maintain books and records, (3) failure to enforce the Governing Documents, (4) breach of contract, (5) volunteers and employees, (6) monetary and non-monetary claims, (7) claims made under fair housing act or similar statutes or that are based on discrimination or civil rights claims, and (8) defamation. In the discretion of the Board, the policy may also include coverage for the Manager and its employees and may provide that such coverage is secondary to any other policy that covers the Manager or its employees.

8.5. **Theft and Embezzlement Insurance.** The Association may obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association in the discretion of the Board.

8.6. **Workers' Compensation Insurance.** The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.

8.7. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

8.8. **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner may also be a named insured under the Association's insurance policies as required by law.

8.9. **Owner Insurance.** Each Owner shall be responsible to purchase and maintain in force appropriate hazard, content, property, and liability insurance as such Owner shall determine to be appropriate to the Owner's needs, Residence, personal property, and circumstances. It is recommended that Owners obtain insurance covering at least the amount of the Association's property insurance deductible (widely recognized as an HO6 policy). The Association is not required to file claims on any of its policies for any damage or liability claim that either should or would have been covered under any Owner's policy.

8.9. **Right to Negotiate Claims & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to the Association, and shall not be payable to a holder of a security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, or if there are remaining proceeds after repairs have been paid for, the remaining proceeds may be distributed to the Owners and lien holders, as their interests remain with regard to the Lots, or may be held as credits in accordance with each Owner's interest in the Association. Each Owner hereby appoints the Association as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on

any heirs, personal representatives, successors, or assigns of the Owner.

8.10. **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.11. **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective affiliates, agents, and employees.

8.12. **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE IX. USE RESTRICTIONS

9.1. **Use of Lots and Residences.** Each Lot and Residence shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot without the prior written consent of the Board and applicable governmental entities. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Residence; the business activity does not involve persons coming on to the Project who do not reside in the Project; the business activity does not involve the solicitation of Occupants or Owners; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances.

9.2. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Residences. Owners are not permitted to place anything in the Common Area without the consent of the Board.

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

9.4. **No Hazardous Activities.** No activities shall be conducted in the Project and no improvements shall be constructed in the Project which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Project and no open fires shall be lighted or permitted on the Project except in a contained barbeque or fire pit, while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

9.5. Parking, Recreational and Other Vehicles. Parking on the streets shall be governed and allowed according to the St. George City laws and ordinances. Guest parking or service vehicle parking may be parked on a short-term basis (no longer than 48 hours in any consecutive seven-day period). Any vehicle that is parked in violation of City laws and ordinances may be towed without any further notice as soon as reported by any Member of the Association and a violation is confirmed. All parking violations shall be reported to the Association. The Owners of the vehicle found to be in violation shall be responsible for all fines associated with such towing as charged by the towing company.

Vehicles parked on a driveway shall not be parked to as to be parked-on or extending over any portion of the sidewalk adjacent to the driveway apron. Owners shall not park, store, or keep on their driveway or on any street within the Project (i) any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck, or delivery truck); (ii) any recreational vehicle (including, but not limited to, any camper, travel trailer, or motor home); (iii) any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or (iv) any inoperable vehicle.

Camper trucks and similar vehicles up to and including one ton when used for everyday-type transportation may be kept in the Project, as set forth herein. Motorhomes, RVs, boats, trailers, campers, and similar recreational vehicles may and shall be parked in a side-yard of a Lot, between the front foundation line and the rear foundation line of the Residence, in a fenced area, or in an enclosed garage; such fenced area shall be gated with a wrought iron, screened gate (no vinyl or wood shall be allowed), as approved by the ACC; which gate shall be maintained and repaired by the Owner. No Owner shall park, store, or keep anywhere within the Project any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. Motorhomes, boats, trailers, campers, and similar recreational vehicles may be parked in a driveway once every seven (7) days for a maximum twenty-four (24) hour period to allow for loading, unloading, and cleaning.

The Association reserves the right to adopt additional Rules that may vary, add to, or eliminate the requirements in this Section governing the parking of vehicles, recreational vehicles, boats, trailer, motorhomes, large trucks, equipment, and the like if determined necessary for the proper operation of the Project.

9.6. Motorbikes, Etc. All motorcycles, trail bikes, three-wheel powered devices, ATV's, scooters, and two or four-wheel drive recreational type vehicles are to be operated while within the Project ONLY by individuals with 'current and appropriate-to the 'vehicle' driver's licenses' and may only be operated on established streets to access open areas outside of the Project only, in keeping with City ordinances and Rules of the Association, as operative from time to time. Such vehicles/equipment are specifically prohibited from all other portions of the Project and are to be used on said streets only for ingress, egress, and access purposes and not for recreational-use purposes anywhere within the Project. It is acknowledged that the Project is situated near unimproved open spaces belonging to the City, County, or other landowners.

This provision is NOT TO BE UNDERSTOOD as 'a license' to or for any Owner for the use or access to such adjacent or neighboring land(s) for use of the recreational vehicles/equipment listed in this Section.

9.7. Animals, Livestock, Poultry, Agriculture. Pets are a privilege in the Project, not a right. All Owners must see that their dogs maintain a current license from St. George

City, and other animals/pets as required by the City. All pets must also be registered with the Association by using the approved registration form which is available from the Association or its designation management agent. Failure to register a pet with the Association shall result in a Two-Hundred and Fifty dollar (\$250.00) fine, which shall be added to such Owners account. A fine of One Hundred dollars (\$100) will continue to be assessed for each month until such Owner meets the requirements of this Section. No animals, livestock or poultry of any kind may be raised, bred, or kept on any Lot or in the Common Areas except that dogs, cats or other ACC-approved household pets, not more than two (2) in total number, as approved by the Board, may be kept in a Residence, or upon any Lot, subject to the rules and regulations adopted by the Board. All dogs, while not in a Residence or in the enclosed rear-yard area of a Lot, shall be on a leash and shall at no time be allowed to run free or be unattended while not in the Owner's rear yard. Cats shall not be allowed to roam the neighborhood; particularly during nighttime hours, cats shall not be left to roam and cause disturbances. Dogs and other pets may be kept in rear yards provided, however, that a pet owner, being solely responsible for the conduct and actions of his/her pet, shall not allow his/her dog (or other pets) to disturb the peace, quiet and enjoyment of other Owners within the Project. Animal owners shall not allow their pets to defecate or urinate on Common Areas or other Lots. Pet owners shall immediately clean up after their pets. Failing to do so shall be considered a nuisance hereunder.

9.8. **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance.

9.9. **Signs & Decorations**. Except for one (1) "For Sale" sign of not more than seven (7) square feet, no advertising signs, billboards, advertising objects, shall be installed, erected, placed, or otherwise displayed on any Lot or any portion of the Project. "For Rent" signs of any type shall not be allowed at any time, in any manner, on any portion of the Project or on a Lot or in the window of a Residence. The prohibition of for rent signs shall not be waived, modified or stricken by Rule or any action of the Board. No signs or advertising of commercial activities of any kind whatsoever shall be conducted in any Residence, structure, or on any portion of the Project.

9.10. **Flag Poles**. The Association may not prohibit a Member from displaying a United States flag inside a dwelling or Limited Common Area (if any), if the display complies with the United States Code, Title 4, Chapter 1 ("United States Flag Code") or the or state flag of Utah pursuant to Utah Code § 57-24-101 and § 63G-1-501. In accordance with the CC&R's, which grant the Board the authority to adopt Rules and Regulations, the following shall apply to the display of flags in the community.

The display of a United States Flag must adhere to the United States Flag Code. It is the responsibility of the homeowner to read, understand, and follow the guidelines set forth in the Code.

The flagpole must be free standing and may be no less than 15' (feet), nor more than 20' (feet) in height. The flagpole color may be silver, or white or other Board approved color and the design of the flagpole must include internal halyards (ropes or cables). The Flag may be no smaller than 3'x5', nor larger than 4'x6'. If the United States Flag is displayed after dark, it must be illuminated with a low glare light that does not adversely affect any neighbors or traffic. The location of a flagpole must be 10' from the external wall of the house and within the Limited Common Area of the Lot. Flag poles must be at least 10' from the nearest edge of a street sidewalk. If no sidewalk

is present the flagpole must be at least 14' from the back of the curb. Only One (1) flagpole may be installed on each lot. The above guidelines are for the United States Flag only. Any other flag must be approved by the Architectural Committee. Notwithstanding the forgoing, nothing herein shall be interpreted as improperly prohibiting a Member from displaying the official flag of the United States or State of Utah under state or federal law.

9.10. Unsightly Items, Trash, and Storage. No observable unsightly outdoor storage of any kind shall be permitted on a Lot which may be seen from the Association's roads or another Lot. All garbage and trash shall be placed and kept in covered containers. Trash containers shall be stored in garages or behind fences so as not to be visible from the street view except to make them available for a reasonable amount of time for trash collection as determined by the Board. Furthermore, the Board is authorized to adopt and implement reasonable Rules pertaining to unsightly items and exterior storage that may vary or expand upon the restrictions in this Section. The Board shall have the sole and absolute discretion to determine if an item is unsightly.

9.11. Leases. The leasing of Residences is permitted if conducted in compliance with St. George City zoning and ordinances. In addition, all leases shall be for an initial term of no less than (1) one year; daily, weekly, or other forms of short-term leasing is prohibited. Each such tenant-occupancy shall be established between the Owner and the tenant(s) by a written lease/rental/occupancy agreement, a copy of which shall be submitted by the Owner to the Board, or appointee, together with a signed copy of the "Temporary Occupancy Notification Form" (which shall be available from a Board Member or the designated management agent). All such tenant occupancies, as well as family, friends, and invited guests, must comply with the provisions of this Declaration. The Association reserves the right to adopt Rules to regulate leasing of Residences, which may include, but shall not be limited to, property manager approval requirements, licensing requirements, insurance requirements, indemnity requirements, emergency response requirements, parking requirements, or any other regulation that the Board determines is in the best interest of the Project and the Owners. All leases of Residences shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment.

9.12. Exterior Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent permitted in the Design Guidelines or approved by the Board. Unless otherwise regulated in the Design Guidelines, Owners may install and use permanent lighting in the soffits and exteriors of Residences with the condition that the Board will retain the discretion to determine if excessive flashing or moving light patterns constitute a nuisance to other Owners in the Project.

9.13. Governmental Laws. All Washington County ordinances and St. George City ordinances are hereby incorporated into this Declaration and the Board shall have the authority, but not the obligation, to enforce any such ordinances as if they were specifically

enumerated herein. Notwithstanding the foregoing, any restrictions set forth in this Declaration that are more restrictive than County or City ordinances shall be deemed controlling.

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

ARTICLE X. ARCHITECTURAL CONTROLS

10.1. **Architectural Control Committee.** An Architectural Control Committee ("ACC") shall be established to approve and govern all improvements and landscaping within the Project to harmonize with existing structures and Association standards. The Board may appoint three (3) members to the ACC, or, the Board may assume the responsibilities otherwise pertaining to an ACC. Members of the ACC are not required to be Members of the Association, if such is deemed to properly serve and benefit the Board and Members of the Association.

The ACC shall adopt, subject to Board approval or delegation, reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request.

The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to Members who have made application to the ACC for review of applicant's plans for improvement; application to the ACC does not, in and of its action, guarantee the ACC will approve the application.

Unless authorized by resolution of the Board, the members of the ACC shall not receive any compensation for services rendered. The Board is entitled by resolution to involve a professional consultant and pass on the costs to an applicant if it is required to clarify an application. ACC members shall be entitled to reimbursement, from an applicant, for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the ACC shall be paid such compensation as the ACC determines, which fees shall be paid by the Member-applicant.

10.2. **Submission Approval.** Prior to the commencement of any excavation, construction, or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the ACC shall be required. A member of the Board (or the designated management agent) should be contacted to obtain an application form for submission of plans to the ACC.

Two (2) complete sets of building plans and specifications shall be filed with the ACC (one in full size and one in 11 x 7 inches in size), together with a site or plot plan showing

grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Board may determine from time to time, and an application and such supporting material, such as samples of building materials, as the ACC deems necessary. The Association reserves the right to require submissions of plans as electronic files.

No work shall be commenced unless and until the ACC shall approve and provide written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said ACC. The ACC shall endorse the larger set of plans. The second, smaller, set of plans shall be filed as a permanent record with the ACC.

Said ACC shall have the right to refuse to approve any plans and specifications submitted for review and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

The ACC shall promulgate and maintain a list of standards, as approved by the Board, for guidance in approving or disapproving plans and specifications pursuant to this Article. In the event said ACC fails to approve or disapprove in writing any such plans within sixty (60) days after submission of complete plans and all application requirements to the ACC, then approval shall be deemed to have been given.

The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Owner and the Owner's designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted. Once construction begins on any improvement, landscaping or alterations, which construction has been approved by the ACC, construction shall be diligently pursued to completion over a period not to exceed six (6) months from the issuance of a building permit for same or the beginning of construction activity, whichever first occurs.

In the event work begins and remains uncompleted at the end of such period, the Association may undertake to complete the exterior work of the construction, and the cost of which shall be assessed to the Lot which benefitted from the construction as an Individual Assessment; or the Association may invoke a daily fine of fifty dollars (\$50.00) per day, until completion, which completion shall be evidenced by (i) a Certificate of Occupancy or (ii) the date of completion of all construction activity, including cleanup, (both (i) and (ii) being "Completion").

10.3 Governmental Permit Required. No Residence, accessory or addition to a Residence, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission

to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any intended improvement work shall not bind or otherwise affect the power of the ACC to refuse to approve any such intended improvement.

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

10.5 Building Standards. Unless or until modified in the Rules or Design Guidelines, the following requirements shall apply to all Residences, structures, and improvements in the Project.

1) Each Residence shall have a minimum of 1,400 finished square feet above ground level exclusive of porches, patios, and garages. Two-story structures shall be at least 1,200 square feet on the ground level and 600 square feet on the upper, second level.

2) Each Residence shall incorporate a fully enclosed garage with at least a two-car capacity. Carports are prohibited and are not acceptable substitutes for garages.

3) Driveways shall be concrete, stamped concrete, asphalt, or other material approved by the Board or set forth in the Design Guidelines. In no event shall a driveway or walkway be constructed of dirt, sand, cinders, clay or road base material, or asphalt. Any proposed stamped concrete designs and colors must first be submitted and approved by the Board. Driveways must have the capacity to park at least 3 vehicles.

4) Residences shall not exceed 35 feet in height from the side of the curb elevation of the Lot to the highest point of the roof-line of a Residence.

5) The exterior siding of each Residence shall be constructed using a) a partial synthetic stucco system, which may have accents of a) masonry, b) stone, or c) hardboard siding, as approved by the ACC; said accents of masonry, stone, or hardboard siding in combination with the partial synthetic stucco system shall be required on the front elevation. In the event the synthetic stucco elevation is accented with masonry, stone, or hardboard siding; the accent feature(s) to a front elevation may be, at the Owner's election, extended to include side and rear elevations; however, such front elevation accents shall not be required on side and rear elevations. All fascia and soffit materials shall be of synthetic stucco; wood, subject to ACC approval may be used in certain instances. Vinyl shall not be used as soffits and fascia material; aluminum or hardboard siding may be used as soffit and/or fascia material, subject to ACC approval. All exterior siding materials must be approved by the Board prior to submittal of plans to St. George City for a building permit.

6) Porches and decks must be approved by the Board prior to construction or submittal to St. George City for building permit approval.

7) Flat roofs are not permitted. The maximum roof shall generally not exceed 6/12, OR, as approved by the ACC in consideration of Residence design, on a case by case basis. Roof materials shall be concrete or clay tile, or as otherwise established by ACC

Design Guidelines, if any. However, at no time shall roofing be allowed to be constructed of asphalt shingles, asphalt surfacing, wood shakes, or metal shingles.

8) Fascia and soffit materials shall be synthetic stucco, aluminum, or hardboard siding or as otherwise established in the Design Guidelines.

9) Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the Residence and shall be integral to the architecture of the Residence.

10) Dome structures, log homes, pre-manufactured homes, prefabricated homes, mobile homes, re-located homes, and earth or berm homes of any type shall not be permitted.

11) No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a Residence either temporarily or permanently, nor shall any such structures be erected or placed in the Project at any time. No old or second-hand structures shall be moved onto any Lot.

12) Accessory buildings and storage sheds shall be allowed as permitted by St. George City requirements for zoning, size, etc., and must have the appropriate governmental approval or permit before construction commences.

(a) Sheds under 120 square feet must match the residence color. The roof shape must be a gable or hip roof or a shed roof when the building is connected to the Residence, and the shed shall have a wall height no higher than 8 feet from the ground to the top-plate of the wall. Metal as exterior material (roof or wall) is not allowed. All sheds under 120 square feet shall be screened by a fence or gate to reduce visual impact from the front street view.

(b) Accessory buildings or accessory dwelling units over 120 square feet must comply with St. George City Code. The exterior material must not be made of metals. The eave line of the said building can't be taller than the eaves line of the Residence. Materials must be of new construction, built, or purchased. Materials must be of new construction, built, or purchased, and be of similar design, appearance, and materials to be compatible with the home on the lot. Accessory buildings of this category must not have windows that overlook a neighbor's property.

(c) Accessory buildings that have been previously approved by the Board or by the developer are considered "Grandfathered" and shall be allowed to remain on Lots as currently constructed. Buildings which are not Grandfathered are subject to the Design Guidelines and Board approval. 13) Fences may be constructed of masonry block, stone, or metal in colors and designs approved by the Board or set forth in the Design Guidelines. Only one fence may be erected along common boundary lines between Lots. Fences located in the front yard of a Residence, located in the front of the front foundation line, may not exceed four (4) feet in height. Return fences, fences around the perimeter boundary of a lot in the side yard and rear yard may be permitted with a maximum height of six feet in accordance with the Design Guidelines. All fencing on a Lot shall be maintained by Owners in the condition originally installed or as otherwise set forth by the Board.

14) All retaining walls shall be constructed of approved materials, in an approved manner and to blend with existing topography, all in accordance with the Design Guidelines. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise

approved by the Board and the City. In the event approval is given for a retaining wall higher than the restrictions herein, the retaining wall must be tiered and landscaping must be installed to help 'hide' the tiering of the retaining wall.

15) Roof top equipment, including but not limited to solar panels, are to be integrated into the roof and wall design. Panels and frames must be compatible with roof colors and all equipment must be painted to match the roof color.

16) All antennas are restricted to the attic or interior of the residence. Satellite dishes and /or other communication devices shall be allowed on roofs provided they are screened from view and their location is approved by the Board.

17) Swimming pools and spas (both above and below ground) are allowed only following written approval from St. George City and the prior written approval of the Board. The Board shall not consider an application for a pool installation until the Owner presents an engineering study indicating the sub-surface soils are suitable for such; additionally, such engineering report shall provide indication that drainage from such installation will be properly accommodated. An Owner who has received written approval for a pool or spa may not commence construction without, first, entering into an indemnification agreement with the Association that will indemnify the Association for claims, damages, or any other such matters involving said pool or spa.

18) Owners are responsible for installing and maintaining the landscaping their Lot in conformance with the Design Guidelines, including the watering thereof. Landscaping of shall be completed within one year of receipt of a Certificate of Occupancy. Not less than 20% of the front yard area shall be sod, artificial grass turf, or other material specified in the Design Guidelines. Xeriscaping is encouraged in all yard areas to facilitate water conservation. All landscaping must include a clock-controlled automatic irrigation system; access to such clock shall be located on the exterior of the Residence, to facilitate access by the Association during emergencies and/or the absence of the Owner. All landscaping shall be maintained by each Lot Owner at a reasonable standard. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets, in accordance with local ordinances. Landscaping in a fenced area not visible from the street, or that will not be visible from the street after plants and trees grow to maturity do not need to be submitted for ACC approval.

10.6. **Architectural Review Procedures & Enforcement.** The Board may adopt Rules to govern architectural review procedures. If no Rules are adopted, then the follow provisions shall apply:

1) Complete plans and specifications must be submitted to the Board for review. Plans shall give complete descriptions and color samples of materials to be used. The Board will base its approval of plans, specifications, landscaping plans, and other alterations upon compliance with the Design Guidelines, and any other guidelines adopted by the Association.

2) The Board shall have the sole discretion to determine compliance of plans and may withhold approval of any proposal if the Board finds the proposal would be inappropriate for a particular Lot or incompatible with the Design Guidelines or other Association standards. The Board shall also have the right to refuse to approve any plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations.

3) Once approved by the Board, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Board. The Board's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the Board.

4) Subsequent to receiving approval of the Board and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the County or City when required.

5) If any structure is altered, erected, placed or maintained on any Lot or Limited Common Area other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot.

6) Any member of the Board, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Board gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot or Limited Common Area and any structure or improvement thereon to ascertain whether the maintenance, construction or alteration of such structure or improvement is in accordance with the provisions of the Governing Documents.

7) The Board's architectural and Design Guideline decisions may be based on purely aesthetic considerations.

8) The Board shall have the right to charge a reasonable processing fee for the review of construction or alteration requests as set forth in the Rules or Design Guidelines.

9) Accessory buildings must conform in design and construction materials with the Residence.

10) All Lots shall be fully landscaped within one year after completion of the Residence.

11) When an owner undertakes construction of a Residence or other structure, the exterior must proceed to essential completion without undue interruption. The entire building process must proceed to essential completion as rapidly as is practical in reasonable time.

10.7. **Variances**. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Guidelines. Such variances must be in writing and must be signed by all of the members of the Board. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

10.8. **Liability for Damages.** The Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE XI. ENFORCEMENT

11.1. **Compliance with Restrictions and Rules.** Each Owner and Occupant shall comply with the Restrictions imposed by this Declaration. Further, each Owner, Occupant and guest shall fully and faithfully comply with the Association's Rules and Restrictions and shall be personally jointly and severally liable for any fines for violations thereof.

11.2. **Enforcement of Governing Documents.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII. RIGHTS OF FIRST MORTGAGEE

12.1. **Title in Mortgagee.** Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Lot.

12.2. **Notice of Default by Owner.** If an Owner neglects, for a period of sixty (60) days or more, to cure any failure on such Owner's part to perform their obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

12.3. **Priority.** No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

ARTICLE XIII. AMENDMENTS

13.1. **Amendments.** This Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Washington County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No signature or acknowledgment of any signature used for voting shall be required.

13.2. **Necessary Amendments.** The Association may unilaterally amend this

Declaration without Owner vote if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, State, or Federal governmental agency; or (c) to correct any scrivener's error. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

13.3. **Validity.** This Declaration and any amendment thereof shall be presumed to have been validly voted upon and adopted upon recordation in the office of the Washington County Recorder. Any challenge to this Declaration or an amendment must be made within six (6) months of its recordation, after which any claim or defense based upon the alleged invalidity, or procedural irregularity regarding the adoption of the Declaration or an amendment shall be deemed waived. An Owner that takes title to a Lot subsequent to the recording of this Declaration or any amendment shall take title subject to all recorded documents and shall not have standing to challenge the validity or adoption of any prior recorded documents by way of affirmative claim or defense. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. Owners are on notice that each and every section of this Declaration may be amended and amendments may include topics or restrictions not contemplated in prior versions of the Declaration.

ARTICLE XIV. MISCELLANEOUS

14.1. **Notices.** Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. The use of the term "written notice" in this Declaration or other Governing Document shall include notices sent via email, text, facsimile, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or any notice otherwise physically received by an Owner.

Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Association's Manager, an email address that the Association may use to effect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

14.2. **Consent in Lieu of Voting.** In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may also use any method for obtaining votes allowed under Utah law and the Utah Revised Nonprofit Corporation Act to obtain Owner consent without a meeting.

14.3. **Dissolution.** The Association may be dissolved by a vote of at least ninety percent (90%) of the Owners. Upon dissolution, the Association shall transfer any Common Area real property it owns to a municipality, utility, or other person as permitted by law and disperse any remaining funds or assets to the Owners pro rata. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for the benefit of all Owners in the Project, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas on a pro rata basis which conforms substantially with the assessment procedures and terms set forth herein.

14.4. **Interpretation.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other. Except for judicial construction, the Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.

14.5. **Severability.** The invalidity or unenforceability of any portion of the Declaration by judgment or court order shall not affect the validity or enforceability of the remainder of any other provision herein, all of which shall remain in full force and effect.

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

14.7. **Fair Housing Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under State or Federal Fair Housing Acts, to accommodate a Person with a disability (as defined by State or Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Lot, the Common Area facilities and buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the

Governing Documents with regard to any other Person or Owner.

14.8. **No Waiver.** No delay or failure by the Association or by any Owner to enforce any Restriction, right, remedy, power, or provision herein contained, or contained in the Bylaws, Articles, or the Rules, in any certain instance or on any particular occasion (or partial exercise thereof) shall be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction, right, remedy, power, or provision. No Association delay or failure to demand strict adherence to the terms, Restrictions or provisions of the Governing Documents shall be deemed to constitute a course of conduct inconsistent with the Association's right at any time, before or after an Owner violation or breach, to demand strict adherence to the terms, Restrictions, or provisions of this Declaration or other Governing Document.

14.9. **Condemnation.** If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and the taking does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring the area adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, then that Lot's interest in the Common Areas shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

14.10. **Attorney Fees.** If the Association utilizes legal counsel to enforce any Restriction, or after an Owner communicates or demonstrates an intent not to comply with a Restriction, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner as an Individual Assessment, regardless of whether a lawsuit is initiated or not. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

14.11. **Noncompliance Notice.** Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. By acquiring title to a Lot in the Project, all Owners agree and consent that upon any act of noncompliance, the Board, at its discretion, may record a "Notice of Noncompliance" on an offending Lot or property in the records of the County Recorder. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association pursuant to enforcement of this Section shall be an Individual Assessment.

14.12. **Right to Enter Lots.** The Association acting through the Board or its duly authorized agent shall have the right upon reasonable notice of at least 48 hours to enter upon any Lot or Limited Common Area on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The

48-hour notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence (even in the event of an emergency) without the consent of the Lot Owner and under any terms or conditions set forth by such Owner. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot under this Section and shall defend, indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.

14.13. **Security**. The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owners agree by purchasing a Lot in this Association that the Association and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

14.14. **Effective Date**. The Declaration and any amendment hereof shall take effect upon its filing in the office of the Washington County Recorder.

* * * *

IN WITNESS WHEREOF, the Board of Directors has executed and adopted this Amended and Restated Declaration of Covenants, Conditions and Restrictions for White Sands Subdivision this 15 day of September, 2023 and confirms that this Declaration was adopted by the vote of at least two-thirds (2/3) of the Lot Owners.

WHITE SANDS HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: HOA President

Name: Stephanni Myers

Its: Stephanni Myers

STATE OF UTAH)

) ss.

COUNTY OF Washington

On the 15 day of September, 2023, personally appeared before me Stephanie Meyers who by me being duly sworn, did say that she/he is an authorized representative of White Sands Homeowners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public:

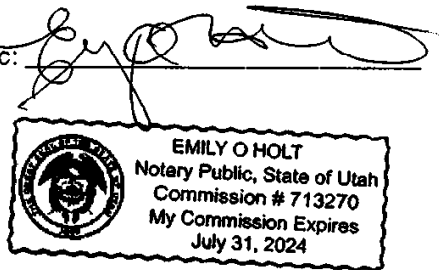


EXHIBIT A
LEGAL DESCRIPTION

All of WHITE SANDS - PHASE 1 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on April 6, 2018 as Entry No. 20180013792.

Including Lots 1 - 12

Parcel Numbers: **SG-WHI-1-1 through SG-WHI-1-12**

All of WHITE SANDS - PHASE 2 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on July 12, 2018 as Entry No. 20180028600.

Including Lots 13 - 25

Parcel Numbers: **SG-WHI-2-13 through SG-WHI-2-25**

All of WHITE SANDS - PHASE 3 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on September 28, 2018 as Entry No. 20180039697.

Including Lots 26 - 39

Parcel Numbers: **SG-WHI-3-26 through SG-WHI-3-39**

All of WHITE SANDS - PHASE 4A SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on April 4, 2019 as Entry No. 20190012304.

Including Lots 71 – 74, 89 - 96, and 108 - 112

Parcel Numbers: **SG-WHI-4A-71 through SG-WHI-4A-74**
SG-WHI-4A-89 through SG-WHI-4A-96
SG-WHI-4A-108 through SG-WHI-4A-112

All of WHITE SANDS - PHASE 4B SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on July 29, 2019 as Entry No. 20190029743.

Including Lots 40 - 43 and 67 - 70

Parcel Numbers: **SG-WHI-4B-40 through SG-WHI-4B-43**
SG-WHI-4B-67 through SG-WHI-4B-70

All of WHITE SANDS - PHASE 5 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on February 7, 2020 as Entry No. 20200006527.

Including Lots 44 - 66

Parcel Numbers: **SG-WHI-5-44** through **SG-WHI-5-66**

All of WHITE SANDS - PHASE 6 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on November 18, 2019 as Entry No. 20190048018.

Including Lots 75 - 88 and 101 - 102

Parcel Numbers: **SG-WHI-6-75** through **SG-WHI-6-88**
SG-WHI-6-101 through **SG-WHI-6-102**

All of WHITE SANDS - PHASE 7 SUBDIVISION, according to the official plat filed in the office of the Washington County Recorder on August 28, 2019 as Entry No. 20190034531.

Including Lots 97 - 100 and 103 - 107

Parcel Numbers: **SG-WHI-7-97** through **SG-WHI-7-100**
SG-WHI-7-103 through **SG-WHI-7-107**

EXHIBIT B

BYLAWS OF WHITE SANDS HOMEOWNERS ASSOCIATION

These BYLAWS OF WHITE SANDS HOMEOWNERS ASSOCIATION are effective upon recording in the Washington County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as White Sands Subdivision, and to further the Association's efforts to provide a quality living environment.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whites Sands Subdivision.

ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Residences or the mere act of occupancy or use of any said Residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter

as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request.

3.3 **Place of Meetings.** The Board may designate any place in Washington County that is reasonably convenient for the Owners as the place of any Owner meeting. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than thirty (30) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting if such owner has fully paid their Assessment account (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** Any number of Owners present in person or by proxy at any meeting

duly called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions.

3.8 **Proxies**. Owners shall be entitled to vote in person or by proxy at each meeting provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall make a record of all proxies in the meeting minutes.

3.9 **Votes**. Owners shall be entitled to vote on each matter submitted to an Owner vote in person, by proxy, or by any type of written or electronic ballot. Owners shall have the number of votes appertaining to the Lot of such Owner, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any single Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to cast a vote for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not delinquent and are paid in full at least 48 hours prior to the start of the meeting shall be entitled to vote.

3.10 **Waiver of Irregularities**. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting or date of the action taken outside of a meeting. The presence of an Owner in person at any meeting of the Owners shall be deemed a waiver of any notice requirements.

3.11 **Action Taken Without a Meeting**. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to

email, facsimile, text, or paper document.

3.12 **Meeting Minutes**. The Secretary, or the Manager, shall take minutes of all Owner meetings. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each Owner meeting shall be made available to requesting Owners within sixty (60) days of the meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers**. The Project and the business and affairs of the Association shall be governed and managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications**. The Board of Directors shall be composed of five (5) persons. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. No two (2) Board Members may reside in the same Residence or be business partners if the business is related to their ownership of a Lot. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Election**. The election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted.

4.4 **Term of Office**. Board Members shall serve two (2) year terms. The terms shall overlap so that elections for at least one Board Member position is held each year. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings**. The Board shall hold meetings at least annually or more often at the discretion of the Board.

4.6 **Special Meetings**. Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member and those Owners who have requested notice.

4.7 **Meeting Notice**. Notice of Board Meeting date, time, and location shall be delivered personally, by email, by text, or by telephone, to all Board members and any Owners who have requested notice at least two days in advance of the meeting. Board Members may waive their right to notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members, but notice shall always be provided

to those Owners who have requested notice of Board meetings.

4.8 **Quorum and Manner of Action.** A majority of Board Members shall constitute a quorum for the transaction of business. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9 **Owner Attendance.** Any Owner may request notice of Board meetings by requesting such notice from a Board Member and providing a valid email address or text messaging number at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak

4.10 **Open Meetings.** Except as provided below in (a) through (f), Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

4.11 **Board Meetings Generally.** The Board may designate any place in Washington County as the meeting place for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone, video conference, or any other electronic means that allows for Board Members to communicate orally in real time. If a Board meeting is held by telephone or video conference, the Association shall provide the call-in or internet link information such that Owners may call-in to access the meeting.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within these Bylaws or other Governing Document, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with these Bylaws, the Governing Documents, or any other irregularity, may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 Resignation and Removal. Board Members may resign at any time by delivering a written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member elected by the Owners may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by the majority vote of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 Vacancies. If vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Vacancies occurring by reason of removal by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Board Members elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of their predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 Action Without a Meeting. Board Members have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Board Members may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting.

4.17 Waiver of Notice. Before or at any Board meeting, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any Board meeting shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 Adjournment. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 Meeting. A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board.

5.2 Election, Tenure, and Qualifications. Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and qualified, or until such officer's death,

resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal.** Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies.** If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.8 **Treasurer.** The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.9 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 **Designation of Committees.** The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No committee members shall receive compensation for services rendered to the Association as a member of a committee; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such

expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees.** Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to a Board Member, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies.** If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken such person as a Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The defense and indemnification provided herein shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend or indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt Rules as it deems necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX AMENDMENTS

9.1 **Amendments.** These Bylaws may be amended by the Owners upon the affirmative vote of at least sixty percent (60%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the County Recorder. In such instrument a Board Member shall execute the amendment and certify that the vote required by this Section has occurred.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

* * * *

IN WITNESS WHEREOF, the Board of Directors has executed and adopted these Bylaws this 15 day of September, 2023 and confirms that the Bylaws were adopted by the vote of at least sixty percent of the Lot Owners.

WHITE SANDS HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: HOA President

Name: Stephanni Myers

Its: Stephanni Myers

STATE OF UTAH)

) ss.

COUNTY OF Washington

On the 15 day of September, 2023, personally appeared before me Stephanie Meyers who by me being duly sworn, did say that they are an authorized representative of White Sands Homeowners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public:

Emily O Holt

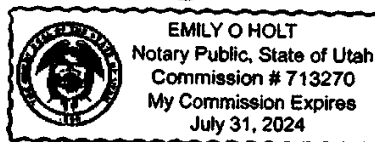


EXHIBIT C

OWNER SIGNATURES

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 89 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

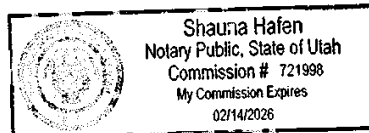
DATED, this 25th day of May, 2023.

Denise Dobbie
Signature

Denise Dobbie
Printed Name

State of Utah)
: ss.
County of Washington)

On this 25th day of May, 2023, before me personally appeared
Denise Dobbie, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 83 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

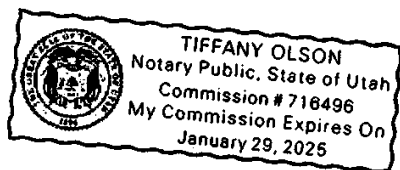
DATED, this 3 day of April, 2023.



Signature

Adrienne Mortensen
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Adrienne Mortensen, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

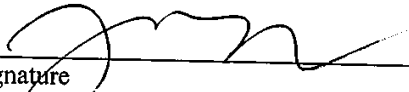
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 5 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 3rd day of April, 2023.



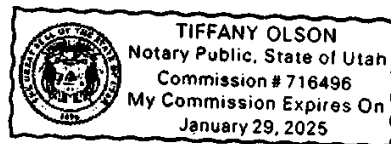
Signature

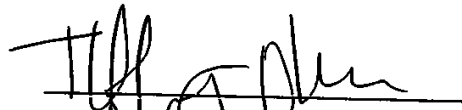
Jonathan Dodart

Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Jonathan Dodart, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.





Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 42 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 3 day of APRIL, 2023.



Signature

BRANDON D. HENRIE

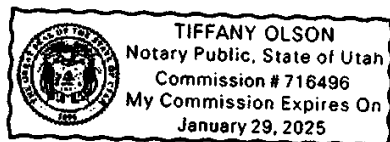
Printed Name


State of Utah)

: ss.

County of Washington)

On this 3 day of April, 2023, before me personally appeared
Brandon D Henrie, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.





Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 44 ^{Mult + Kathy Daley} in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

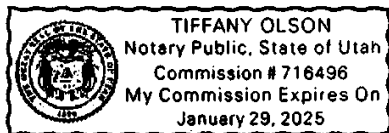
DATED, this 3rd day of April, 2023.

Signature Kathy Daley

Printed Name Mult Daley Kathy Daley

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared Kathy Daley, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 74 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 3 day of April, 2023.

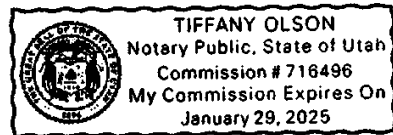
Stephanni Myer
Signature

Stephanni Myer
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared

Stephanni Myer, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 82 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

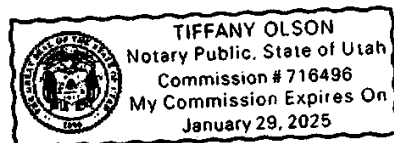
DATED, this 3rd day of April, 2023.

Sheila Bowler
Signature

Sheila Bowler
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Sheila Bowler, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1870E. Mokuac Wash Dr. (53) in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

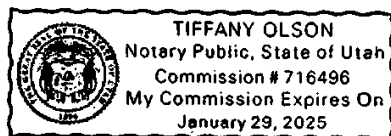
DATED, this 3 day of April, 2023.

[Signature]
Signature

Daniel Arnoldson
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Daniel Arnoldson, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1597 E MOYAA WASH DR in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 2 day of JUNE, 2023.

Signature

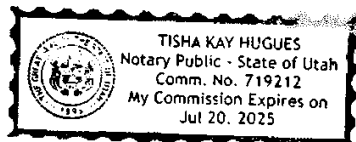
ANDREW KERLIN
Printed Name

State of Utah)

: ss.

County of Washington)

On this 2 day of JUNE, 2023, before me personally appeared Andrew Kerlin, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.



Tisha Kay Hugues
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 14 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED, this 3 day of April, 2023.

Judith E. Seay
Signature

Judith E. Seay
Printed Name

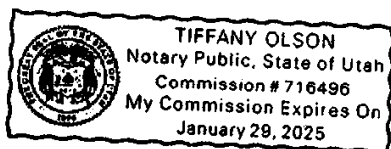
State of Utah)

: ss.

County of Washington)

On this 3 day of April, 2023, before me personally appeared

Judith E. Seay, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 66 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

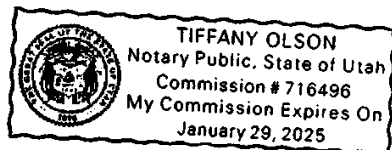
DATED, this 3 day of April, 2023.

McClaine Driessen
Signature

M. Elaine Driessen
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
M. Elaine Driessen, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 84 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

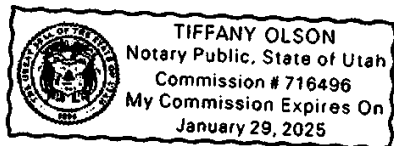
☒ FOR ☐ AGAINST

DATED, this 3 day of April, 2023.

Jessica Farnesi
Signature
Jessica Farnesi
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Jessica Farnesi, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 4 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

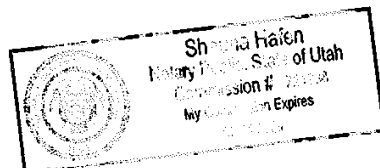
DATED, this 1 day of JUNE, 2023.

Chiara Beozzo
Signature

CHIARA BEOZZO
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of June, 2023, before me personally appeared
Chiara Beozzo, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shanna Hafen
Notary Public

RECEIVED
JUN 14 2023

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 91 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

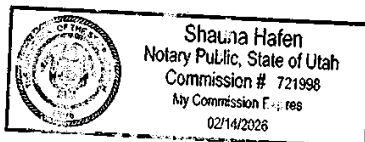
DATED, this 3 day of June, 2023.

Linda Hargis
Signature

Linda Hargis
Printed Name

State of Utah)
County of Washington : ss.)

On this 3 day of June, 2023, before me personally appeared
Linda Hargis, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 46 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

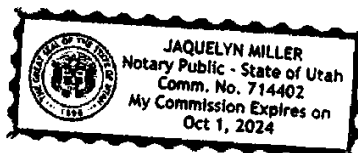
DATED, this 22 day of June, 2023.

Signature Marcy Robertson

Printed Name Marcy Robertson

State of Utah)
County of Washington : ss.)

On this 22 day of JUNE, 2023, before me personally appeared MARCY ROBERTSON, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

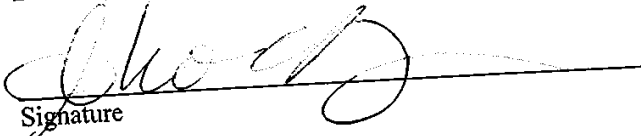
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1607 E WOLF BLVD DR. in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

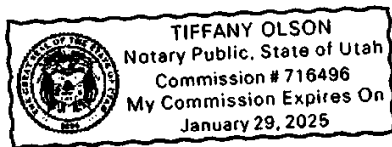
DATED, this 3 day of March, 2023.

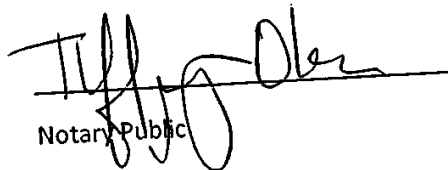

Signature

Shawna Young
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared Shawna Young, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 40 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

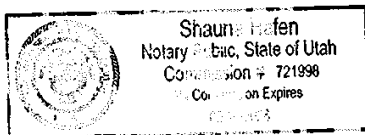
DATED, this 13 day of September, 2023.

Signature Elizabeth Lewis

Melissa Lewis
Printed Name

State of Utah)
County of Washington : ss.)

On this 13 day of Sept, 2023, before me personally appeared Melissa Lewis, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.



Shauna Hafen
Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 49 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR [] AGAINST

DATED, this 13 day of Sept, 2023.



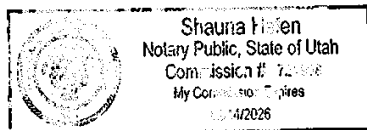
Signature

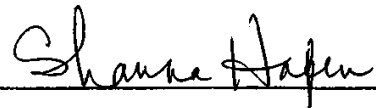
Hunter Staley

Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13 day of Sept, 2023, before me personally appeared
Hunter Staley, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.





Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) W2 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 13 day of Sept, 2023.

Signature

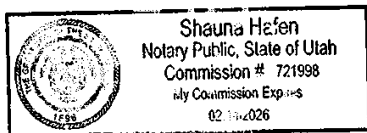
Cody Nelson
Printed Name

State of Utah)

: ss.

County of Washington)

On this 13 day of Sept, 2023, before me personally appeared
Cody Nelson, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 77 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED this 16 day of August, 2023.

Signature

Heather Jenkins
Printed Name

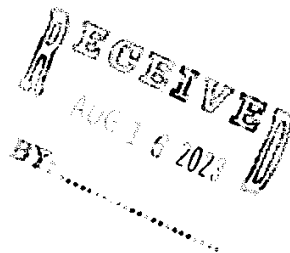
State of Utah)

County of Washington)

On this 16 day of AUGUST, 2023, before me personally appeared
HEATHER JENKINS, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Kylie Anne Nelson
Notary Public



**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1530 E HAYSTACKS DR in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

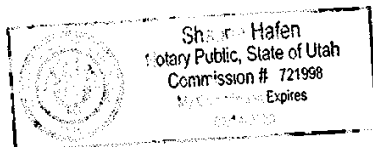
DATED, this 13 day of JUNE, 2023.

Jo Ann Askerlund
Signature

JO ANN ASKERLUND
Printed Name

State of Utah)
: ss.
County of Washington)

On this 13 day of June, 2023, before me personally appeared
Jo Ann Askerlund, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 67 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

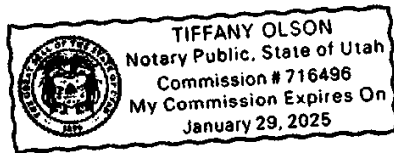
DATED, this 6th day of JUNE, 2023.

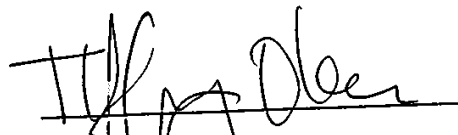

Signature

Perry Robins
Printed Name

State of Utah)
: ss.
County of Washington)

On this 6 day of JUNE, 2023, before me personally appeared
Perry Robins, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 110 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

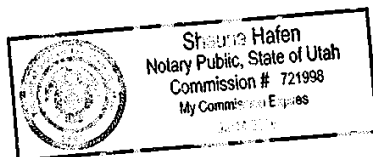
DATED, this 6 day of June, 2023.

Signature

MAX Howell
Printed Name

State of Utah)
: ss.
County of Washington)

On this 6 day of June, 2023, before me personally appeared
Max Howell, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 11 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

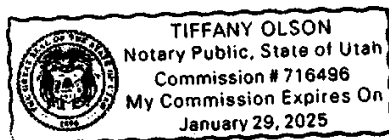
DATED, this 12th day of May, 2023.


Signature _____

Bailey Call
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 17 day of May, 2023, before me personally appeared Gaiven Call, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 20 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

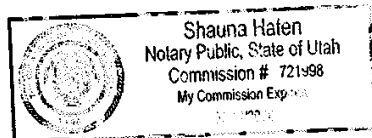
DATED, this 13 day of Sept, 2023.

Signature _____

Vicky Sanders
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13 day of Sept, 2023, before me personally appeared Vicky Sanders, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.



Shanna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

RECEIVED
JUN 17 2023

I, the Owner of Lot(s) 1618 E Wolf Hole in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 1 day of June, 2023.

Dannielle Gaines
Signature

Dannielle Gaines
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1st day of June, 2023, before me personally appeared
Dannielle Gaines, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 80 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 7 day of August, 2023.

Ashley M Kreuger
Signature

ASHLEY M KREUGER
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7 day of August, 2023, before me personally appeared
Ashley Kreuger, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Kristin Brimmon
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) W-21 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

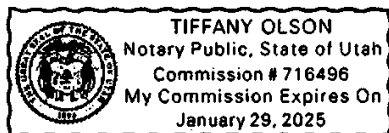
DATED this 3 day of April, 2023.

Marlo Rossner
Signature

MARLO ROSSNER
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of April, 2023, before me personally appeared
Marlo Rossner, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

RECEIVED
JUN 18 2023

BY: _____

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) #6 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[4] FOR [] AGAINST

DATED, this 1 day of June, 2023.

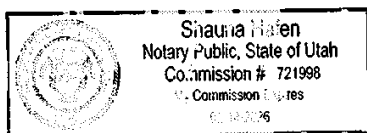
1642 E MOKAWE WASH D.
ST GEORGE UT 84790

[Signature]
Signature

Michael Roche
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of June, 2023, before me personally appeared
Michael Roche, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 92 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

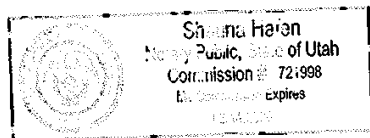
DATED, this 1 day of June, 2023.

Jeri Mabey
Signature

Jeri Mabey
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of June, 2023, before me personally appeared
Jeri Mabey, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 41 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 19 day of May, 2023.

Melanie Knight
Signature

Melanie Knight
Printed Name

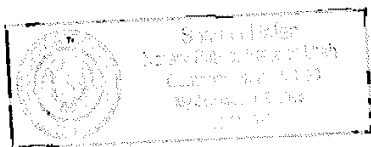
State of Utah)

: ss.

County of Washington)

On this 19th day of May, 2023, before me personally appeared

Melanie Knight, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hagen

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 52 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 24 day of May, 2023.

Signature

Darrel Lee Hansen
Printed Name

State of Utah)
: ss.
County of Washington)

On this 24th day of May, 2023, before me personally appeared
Darrel Lee Hansen, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Michelle Hammer
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1744 E Mckinac Wash in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 4 day of June, 2023.

Nanette Hornsby
Signature

Nanette Hornsby
Printed Name

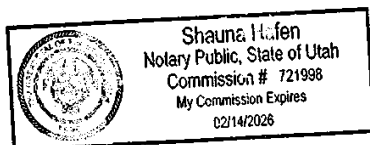
State of Utah)

: ss.

County of Washington)

On this 4th day of June, 2023, before me personally appeared

Nanette Hornsby, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 111 (1621 E. Wolf Hole Dr) in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

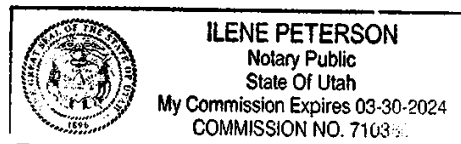
DATED, this 7th day of June, 2023.


Signature

Joy Prull
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 7th day of June, 2023, before me personally appeared Jay Prull, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.





Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 12 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

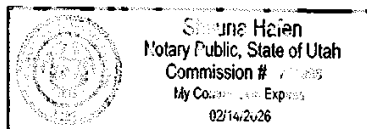
DATED, this 6 day of June, 2023.

Signature

Printed Name

State of Utah)
: ss.
County of Washington)

On this 6 day of June, 2023, before me personally appeared
James Lee Winters whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

RECEIVED
JUN 20 2023

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) #57 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

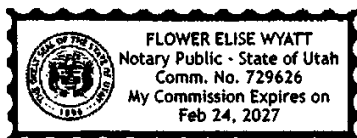
DATED, this 14 day of June, 2023.

Denise Garcia
Signature

Denise Garcia
Printed Name

State of Utah)
: ss.
County of Washington)

On this 14th day of June, 2023, before me personally appeared
Denise Garcia, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Flower Elise Wyatt
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) #79 1776 E. County Canyon Drive
in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

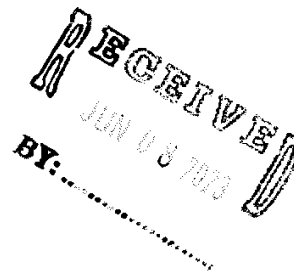
☒ FOR ☐ AGAINST

DATED, this 6 day of 2023 June, 2023.

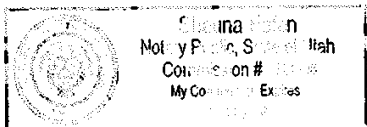
Sandy Hefferon
Signature

Sandy Hefferon
Printed Name

State of Utah)
: ss.
County of Washington)



On this 6 day of June, 2023, before me personally appeared
Sandy Hefferon, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shanna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 63 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 6 day of June, 2023.

Kenneth J Waudby
Signature

Kenneth J Waudby
Printed Name

State of Utah)
: ss.
County of Washington)

On this 6 day of June, 2023, before me personally appeared
Kenneth J Waudby whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Lorie Jo Millett
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 70 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 2 day of June, 2023.

Signature

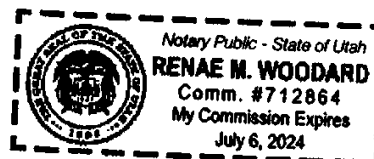
Printed Name

State of Utah)
: ss.
County of Washington)

On this 2 day of June, 2023, before me personally appeared
Brad Lamprecht, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.

Renae M Woodard

Notary Public



**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 95 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED, this 6 day of June, 2023.

Geraldine Lawrence
Signature

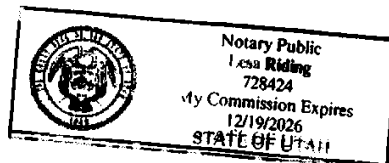
Geraldine Lawrence
Printed Name



State of Utah)
: ss.
County of Washington)

On this 6 day of June, 2023, before me personally appeared
Geraldine Lawrence, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.

[Signature]
Notary Public



**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) SG - WH1-4A-109 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED, this 2nd day of June, 2023.

John B Daly Donna Daly
Signature

John B. Daly Donna Daly
Printed Name

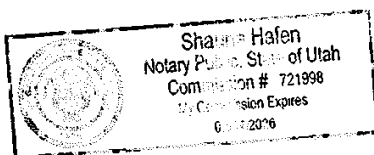
State of Utah)

: ss.

County of Washington)

On this 2 day of June, 2023, before me personally appeared

John B Daly Donna Daly, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 2 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

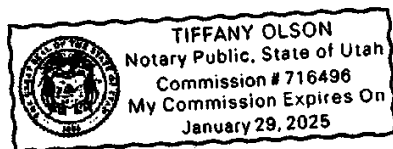
DATED, this 5 day of June, 2023.


Signature

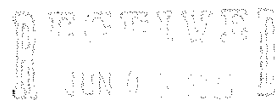
MICHAEL BLANCHARD
Printed Name

State of Utah : ss.
County of Washington

On this 5 day of June, 2023, before me personally appeared Michael Blanchard, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION

I, the Owner of Lot(s) 37 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 1 day of June, 2023.

Amy Brinkerhoff
Signature

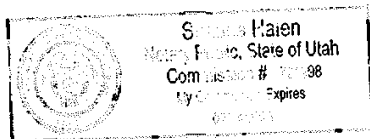
Amy Brinkerhoff
Printed Name

State of Utah)

: ss.

County of Washington)

On this 1 day of June, 2023, before me personally appeared
Amy Brinkerhoff, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

RECEIVED
JUN 08 2023

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) WS13 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

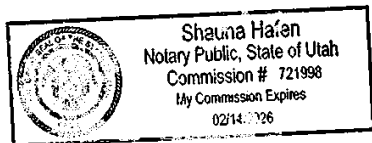
DATED, this 1 day of June, 2023.

Peggy J. Brady
Signature

PEGGY J. BRADY
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of June, 2023, before me personally appeared
Peggy J. Brady, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1549 E Wolf Hole in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 1 day of June, 2023.

Shauna Hafen
Signature

Shauna Hafen
Printed Name

State of Utah)

: ss.

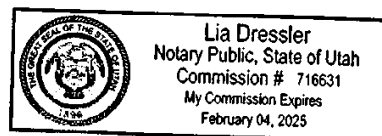
County of Washington)

On this 1st day of June, 2023, before me personally appeared

Shauna Hafen, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.

Lia Dressler

Notary Public



**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 101 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED, this 3 day of June, 2023.

Mary Adams
Signature

Mary Adams
Printed Name

State of Utah)

: ss.

County of Washington)

On this 3 day of June, 2023, before me personally appeared
Mary Adams, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

RECEIVED
JUN 05 2023
BY:

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 103 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 3 day of June, 2023.

f. fur
Signature

Georg Gebert
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of June, 2023, before me personally appeared
Georg Gebert, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

RECEIVED
JUN 9 5 2023
BY: _____

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 55 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

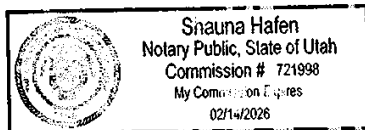
DATED, this 3 day of June, 2023.

[Signature]
Signature

LARRY SANDAHL
Printed Name

State of Utah)
: ss.
County of Washington)

On this 3 day of June, 2023, before me personally appeared
Larry Sandahl, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 50 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

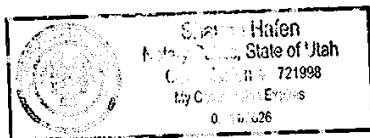
DATED, this 7th day of Sept, 2023.

Tiffany Darnell
Signature

Tiffany Darnell
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Tiffany Darnell, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Sharon Hafen
Notary Public

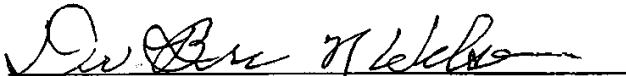
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 48 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[A] FOR [] AGAINST

DATED, this 7 day of 9, 2023.

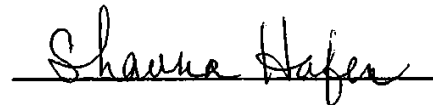

Signature

DR. BRUCE N. WILSON
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Dr Bruce N Wilson whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 65 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

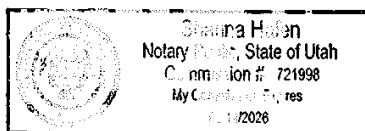
DATED, this 7 day of Sept., 2023.

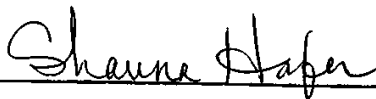

Signature

Brian K Clark
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 7 day of September, 2023, before me personally appeared
Brian K Clark, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 64 White Sands in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

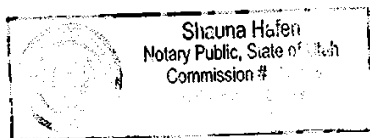
DATED, this 7th day of Thursday, 2023.

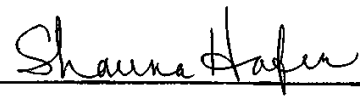

Signature

Bradley Drew
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Bradley Drew, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) ⁷³ Robert K Stanford in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR [] AGAINST

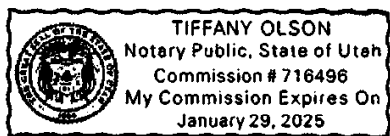
DATED, this ____ day of _____, 2023.

Signature

Robert Kyle Stanford
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 3rd day of April, 2023, before me personally appeared
Robert Kyle Stanford, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1594 Mokaac Water in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

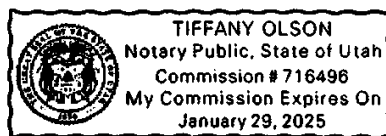
DATED, this 3 day of April, 2023.


Signature 

Printed Name ANDY DALLEY

State of Utah)
 : ss.
County of Washington)

On this 3rd day of April, 2023, before me personally appeared Andrew A Dalley, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

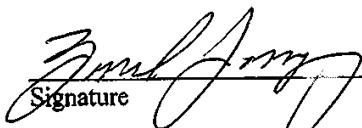
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 104 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 22 day of July, 2023.


Signature

Brad Tracy
Printed Name


State of Utah)

: ss.

County of Washington)

On this 22 day of July, 2023, before me personally appeared
Brad Tracy, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 107 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

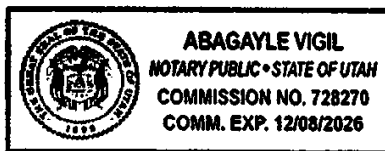
DATED, this 13 day of July, 2023.

Orlando Vigil
Signature

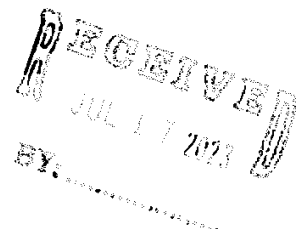
Orlando Vigil
Printed Name

State of Utah)
: ss.
County of Washington)

On this 13 day of July, 2023, before me personally appeared
Orlando Vigil, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Abagayle Vigil
Notary Public



**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 100 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

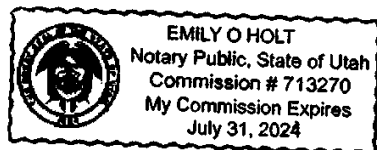
DATED, this 11 day of July, 2023.

[Signature]
Signature

David D Cook
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of July, 2023, before me personally appeared
David Cook, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]
Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 11 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

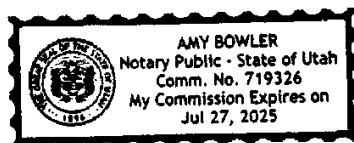
DATED, this 26 day of June, 2023.



Signature

Chris Lawabee

State of Utah)
 : ss.
County of Washington)

On this 26 day of June, 2023, before me personally appeared Chris Larrabee, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 61 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 11 day of September, 2023.

Michelle Seay
Signature

Michelle Seay
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Michelle Seay, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 60 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

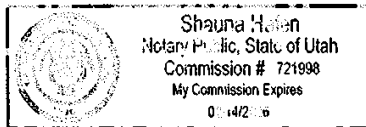
☒ FOR ☐ AGAINST

DATED, this 11 day of September, 2023.

[Signature]
Signature
J Michael Ensminger
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Jerry Ensminger whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 59 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR

☐ AGAINST

DATED, this 11 day of September, 2023.

Heidi Alger
Signature

HEIDI ALGER
Printed Name

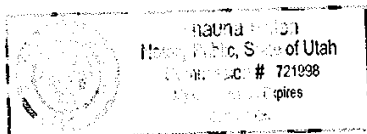
State of Utah)

: ss.

County of Washington)

On this 11 day of September, 2023, before me personally appeared

Heidi Alger, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 76 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

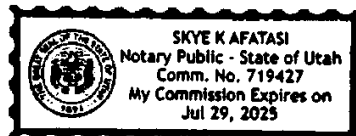
DATED, this 6 day of JULY, 2023.

Massimo Noe
Signature

MASSIMO NOE
Printed Name

State of Utah)
: ss.
County of Washington)

On this 6 day of July, 2023, before me personally appeared
Massimo Noe, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Skye K Afatasi
Notary Public

RECORDED
INDEXED
2023 JUL 19 10 11 AM
CLERK OF COURTS
WASHINGTON COUNTY

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 85 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

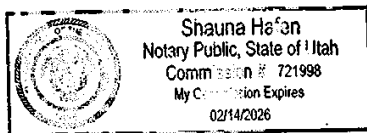
DATED, this 1st day of July, 2023.

Elaine M. Jacob
Signature

Elaine M. Jacob
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of July, 2023, before me personally appeared
Elaine M. Jacob, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafon
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 15 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

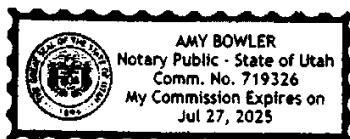
DATED, this 26 day of June, 2023.



Signature

Derek Bowler
Printed Name

State of Utah)
: ss.
County of Washington)

On this 26 day of June, 2023, before me personally appeared
Derek Bowler, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

RECEIVED
MAY 17 2023

I, the Owner of Lot(s) 22 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 17 day of May, 2023.

Robert Driessen
Signature

ROBERT DRIESSEN
Printed Name

State of Utah)
: ss.
County of Washington)

On this 17 day of May, 2023, before me personally appeared

Robert Driessen, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Bethany Torres
Notary Public

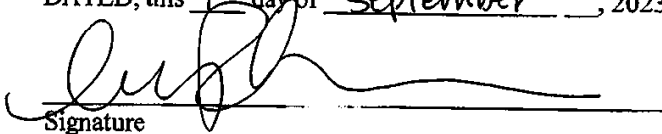
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 1613 Wolf Hole Dr. in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

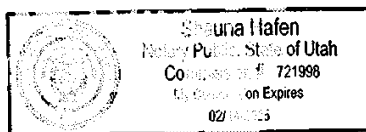
DATED, this 1 day of September, 2023.

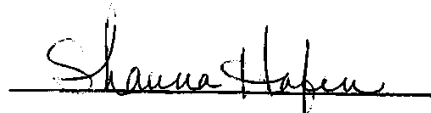

Signature

Nina Rhoades
Printed Name

State of Utah)
: ss.
County of Washington)

On this 1 day of September, 2023, before me personally appeared Nina Rhoades, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 9 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

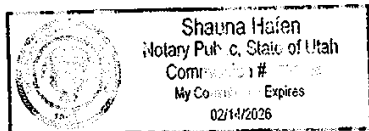
DATED, this 7 day of September, 2023.

B. B. B.
Signature

Ben B. B.
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Ben B. B. whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 8 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 7 day of Sept, 2023.

Charles E Bell

Signature

Charles E Bell

Printed Name

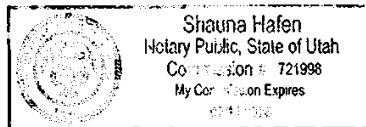
State of Utah)

: ss.

County of Washington)

On this 7th day of September, 2023, before me personally appeared

Charles E Bell, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen

Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 43 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 7 day of SEPTEMBER 2023.


Signature

DAVE LESSER
Printed Name

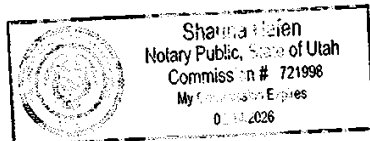
State of Utah)

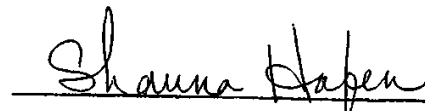
: ss.

County of Washington)

On this 7th day of September, 2023, before me personally appeared

Dave Lesser, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 28 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

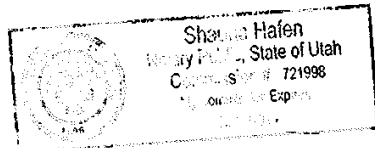
DATED, this 07 day of September, 2023.

Erik Nino
Signature

Erik Nino
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Erik Nino, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 26 in the White Sands Homeowners Association (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

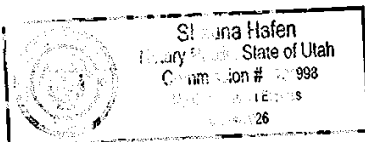
DATED, this 7 day of Sept, 2023.

Signature Guillermo Gonzalez

Guillermo Gonzalez
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 1st day of September, 2023, before me personally appeared Guillermo Gonzalez whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she executed the document for its stated purpose.



Shaune Hafen
Notary Public

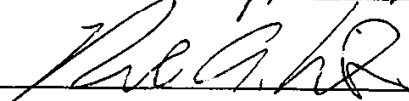
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 31 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

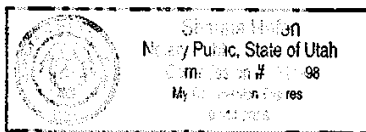
DATED, this 7 day of September, 2023.

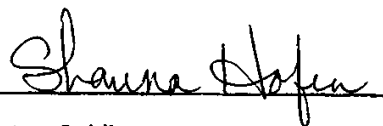

Signature

Mark Wilson
Printed Name

State of Utah)
: ss.
County of Washington)

On this 7th day of September, 2023, before me personally appeared
Mark Wilson, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public


**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 99 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

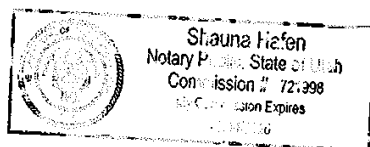
DATED, this 11 day of SEPT, 2023.

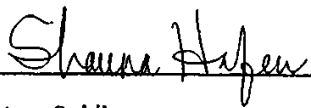

Signature

MICHAEL G MITCHELL
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Michael G. Mitchell whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 105 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

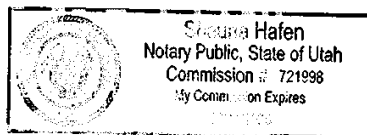
DATED, this 11 day of September, 2023.

Laurence W. Groom
Signature

Laurence W. Groom
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Laurence W. Groom whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

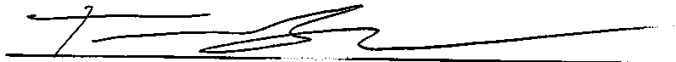
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 51 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

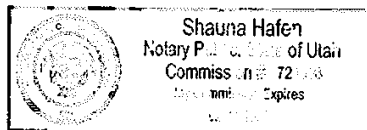
DATED, this 11 day of September, 2023.



Signature

Trevor Smith
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Trevor Smith, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 608 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

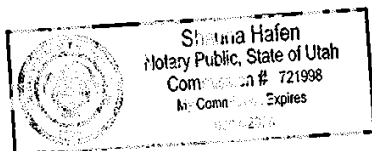
DATED, this 11 day of Sept, 2023.

Douglas V. Christensen
Signature

Douglas V. Christensen
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
Douglas Christensen whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) #25 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

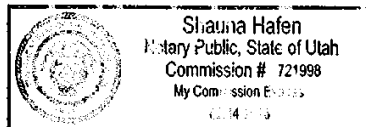
DATED, this 11 day of SEPT, 2023.

Donald Prebake
Signature

DONALD J PREBAKE
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September 2023, before me personally appeared
Donald Prebake, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Shauna Hafen
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 39 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

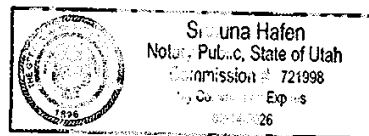
DATED, this 11 day of September, 2023.

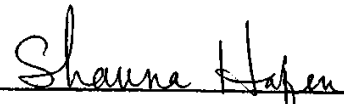

Signature

William Leakes
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
William Leakes, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

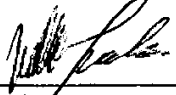
**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 39 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☒ FOR ☐ AGAINST

DATED, this 11 day of September, 2023.



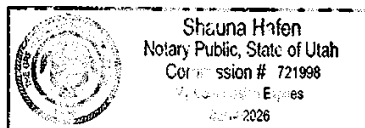
Signature

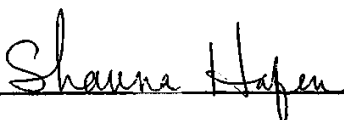
William Lookes

Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of September, 2023, before me personally appeared
William Lookes, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.





Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 36 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☐ FOR

☒ AGAINST

DATED, this 3rd day of April, 2023.

Signature

Printed Name

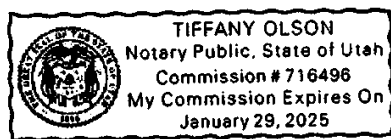
State of Utah)

: ss.

County of Washington)

On this 3 day of April, 2023, before me personally appeared

Karin V Buchwald-Hodge, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 29 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☐ FOR

☒ AGAINST

DATED, this 3 day of April, 2023.


Signature

LYNN BARNES
Printed Name

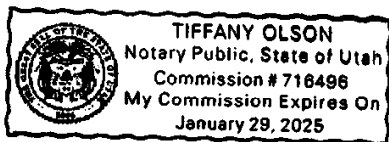
State of Utah)

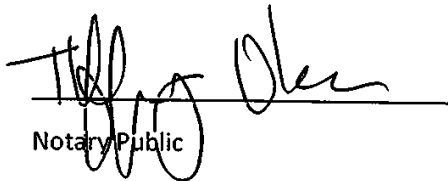
: ss.

County of Washington)

On this 3 day of April, 2023, before me personally appeared

LYNN BARNES, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.




Notary Public

RECEIVED
JUN 20 2023

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 58 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

☐ FOR ☐ AGAINST Abstain

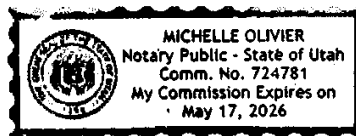
DATED, this 16 day of June, 2023.

Robert N. Blanchard
Signature

Robert N. Blanchard

Robert N. Blanchard
Printed Name

State of Utah)
: SS.
County of Washington)



On this 16 day of June, 2023, before me personally appeared
Robert Blanchard, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.

Michelle Olivier

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 23 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[] FOR

☒ AGAINST

DATED, this 21 day of June, 2023.

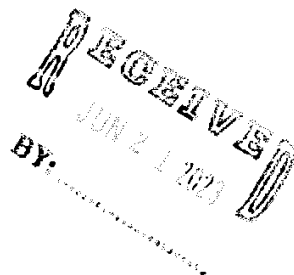
Kathy Maffei
Signature

Kathy Maffei
Printed Name

State of Utah)

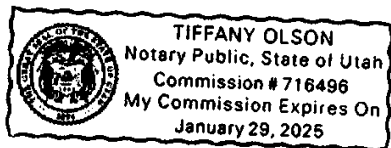
: ss.

County of Washington)



On this 21 day of June, 2023, before me personally appeared

Kathy Maffei, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Tiffany Olson
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) W398 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[] FOR

☒ AGAINST *ad*

DATED, this 7 day of July, 2023.

Christine M. Wondzell
Signature

CHRISTINE M. WONDZELL
Printed Name

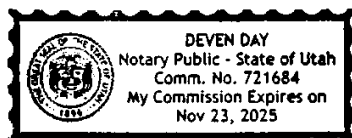
State of Utah)

: ss.

County of Washington)

On this 7 day of July, 2023, before me personally appeared

Christine M. Wondzell, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



[Signature]
Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 88 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[] FOR

[X] AGAINST

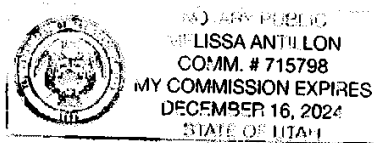
DATED this 18 day of July, 2023.

Signature

Printed Name

State of Utah)
: ss.
County of Washington)

On this 18 day of July, 2023, before me personally appeared
Edward McNerney whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Melissa Antillon

Notary Public

**CONSENT RE: AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WHITE SANDS SUBDIVISION**

I, the Owner of Lot(s) 106 in the White Sands Homeowners Association
(the "Association") hereby cast my vote as follows and consent to this Consent being recorded with
the Amendment, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

[] FOR ☒ AGAINST

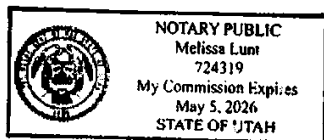
DATED, this 9 day of AUGUST, 2023.

Jeana Shaw
Signature

JEANA SHAW
Printed Name

State of Utah)
: ss.
County of Washington)

On this 9 day of August, 2023, before me personally appeared
Jeana Shaw, whose identity is personally known to or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amend
and Restated Covenants, Conditions, and Restrictions who duly acknowledged before me that he/she
executed the document for its stated purpose.



Melissa Lunt
Notary Public