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DOC # 20230029599

Restrictive Page 1 of 46
Gary Christensen Washington County Recorder
10/02/2023 04:54:42 PM Fee \$ 40.00
By ENTRADA AT SNOW CANYON OA



Note to Recorder:

Record against the real property located in Washington County, Utah described in Exhibit A.

Recorded at the request of:

The Reserve of Entrada at Snow Canyon Owners Association

Record against the Property Described in Exhibit A

After recording mail to:

The Reserve of Entrada at Snow Canyon Owners Association
c/o Terra West
619 South Bluff • Tower 1, Suite 202
St. George, Utah 84770

AMENDED AND RESTATED

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

**OF THE RESERVE OF ENTRADA
AT SNOW CANYON OWNERS ASSOCIATION**

(Formerly known as
The Resort Villages of Entrada
at Snow Canyon Owners Association)

July 20, 2023

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
OF
THE RESERVE OF ENTRADA AT SNOW CANYON
(Formerly known as The Resort Village of Entrada at Snow Canyon)

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (“Declaration”) was unilaterally approved by the Declarant, its successors and/or assigns, pursuant to Article XVIII, of the Original Declaration (defined below), and amends and restates in its entirety and substitutes for the following:

The Resort Villages of Entrada at Snow Canyon Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded with the Washington County Recorder on August 15, 2003, as Document No. 00835383, in Book 1573, at Pages 1442–1496 (“Original Declaration”);

Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Resort Villages of Entrada at Snow Canyon, recorded with the Washington County Recorder on February 22, 2007, as Document No. 20070009157;

Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Resort Villages of Entrada at Snow Canyon (Signs), recorded with the Washington County Recorder on February 2, 2008, as Document No. 20080004980;

Any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for The Reserve of Entrada at Snow Canyon (formerly known as The Resort Village of Entrada at Snow Canyon) whether or not recorded with the Washington County Recorder.

This Declaration affects the real property described in Exhibit A attached hereto and incorporated herein by this reference.

The Community Association Act, Utah Code § 57-8a-101 et seq. (the “Act”), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and this Declaration—provided by law or in equity—are cumulative and not mutually exclusive.

The terms contained in the above Preamble and the Recitals below, which are hereafter defined in Article I, shall have the meaning assigned to them in Article I.

RECITALS

The Property has been developed as a residential planned development.

The original name of the Association was "The Resort Villages of Entrada at Snow Canyon Owners Association," and the Association's name was changed to "The Reserve of Entrada at Snow Canyon Owners Association," by an Amendment to the Articles of Incorporation.

The Reserve of Entrada at Snow Canyon Owners Association, a Utah nonprofit corporation ("Association") is vested with powers of owning, maintaining, and administering the Common Area, administering and enforcing the covenants, conditions, and restrictions pertaining to the Property, promulgating Rules and Regulations through its Board and Design Review Committee, and collecting and disbursing the assessments and charges hereinafter created.

The Property shall be maintained, developed, and conveyed pursuant to a general plan for all of the Property and subject to certain protective covenants, easements, equitable servitudes, liens, and charges, all running with the Property as hereinafter set forth.

The Property shall be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following easements, restrictions, reservations, rights, covenants, conditions, and equitable servitudes, all of which are for the purpose of enhancing and protecting the value, attractiveness, and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns; shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon and may be enforced by the Association and each Owner and their respective heirs, executors, and administrators, and successors and assigns.

This Amended and Restated Declaration was unilaterally approved by the Declarant, pursuant to Article XVIII of the Original Declaration prior to the expiration of the Declarant's Class B membership status.

These Recitals shall be deemed covenants as well as recitals.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and pursuant to the power reserved to Declarant in Article XVIII of the Original Declaration, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth.

ARTICLE I DEFINITIONS

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply. As used herein, the following terms have the indicated meanings:

“Articles” means the Association’s Articles of Incorporation on file with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code.

“Association” means THE RESERVE OF ENTRADA AT SNOW CANYON OWNERS ASSOCIATION.

“Benefitted Assessment” means assessments levied in accordance with Article IX against a certain Lot for expense incurred by the Association for the benefit of that Lot.

“Building Limits” means those areas in which buildings and other structural improvements may be constructed.

“Bylaws” means the Association’s Amended and Restated Bylaws, as may be adopted and amended from time to time.

“Class B Control Period” means the period of time during which the Class “B” Member is entitled to appoint a majority of the members of the Board as provided in the Bylaws and have such special and additional rights as set forth in this Declaration. The Class B Control Period shall terminate as provided in Article 15 hereof.

“Common Area” means that portion of the Property owned by the Association including any and all improvements constructed thereon, and all personal property owned by the Association located thereon.

“Common Expenses” means those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of maintenance, management, operation, repair, replacement, and improvement of the Common Area; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, certain landscaping and improvements on the Common Area or portions thereof; and the costs of any other items incurred by the Association for any reason whatsoever in connection with the Property.

“Corrective Assessments” means a charge against a particular Owner and his Lot to reimburse the Association for expenses incurred in taking corrective action against that Owner.

“Declarant means Split Rock Holdings, LLC, a Utah limited liability company, as successor in interest to Split Rock, Inc.”

“Declaration” means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Reserve of Entrada at Snow Canyon (formerly known as The Resort Village of Entrada at Snow Canyon), as the same may be amended and supplemented from time to time.

“Deed of Trust” means a mortgage or a deed of trust as the case may be.

“Governing Documents” means the Articles, Declaration, Plat, Bylaws, Rules, and any other written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the Property, and any amendments to these documents.

“Limited Common Area” means that portion of the Property owned by the Association and shown on the Plats entitled “The Reserve of Entrada at Snow Canyon Phase A – Patio Homes,” “The Reserve of Entrada at Snow Canyon Patio Homes Phase B,” “The Reserve of Entrada at Snow Canyon Patio Homes Phase C,” and “The Reserve of Entrada at Snow Canyon Patio Homes Phase D,” dedicated to the exclusive use and enjoyment of the Owner of the Lot to which such Limited Common Area is adjacent. The purpose of laying out Lots for Patio Homes larger than the Private Ownership depicted on each Lot is to allow flexibility in the original construction. After initial construction, an Owner may construct appurtenant structures, that do not contain a roof or footings, and personal landscaping outside the boundaries of that Lot’s Private Ownership and within the boundaries of the Limited Common Area appurtenant to the Lot, subject to the terms of The Reserve Property Development Guidelines (Guidelines) and approval of the Design Review Committee. The Board may adopt Rules and Regulations concerning the use of Limited Common Areas.

“Lot” means that area of Private Ownership depicted on the Plats of the Patio Homes and the entire area of Lots depicted on the Plats of the Estates.

“Member” means the Owner of a Lot depicted on the Plats including voting and other rights and privileges as provided herein, subject to the corresponding duties and obligations contained in this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

“Owner” means one (1) or more Persons having ownership of a Lot depicted on the Plats, but excluding in all cases any Person holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser may be considered the Owner.

“Person” means a natural person, a corporation, a partnership, a trustee, or other legal entity.

“Plats” means the plats entitled “The Reserve of Entrada at Snow Canyon Estates Phase A,” “The Reserve of Entrada at Snow Canyon Estates Phase A Amending Lots 135 and 137,” “The Reserve of Entrada at Snow Canyon Estates Phase B,” “The Reserve of Entrada at Snow Canyon Estates Phase C,” “The Reserve of Entrada at Snow Canyon Phase A – Patio Homes,” “The Reserve of Entrada at Snow Canyon Patio Homes Phase B,” “The Reserve of Entrada at Snow Canyon Patio Homes Phase C,” and “The Reserve of Entrada at Snow Canyon Patio Homes

Phase D," as recorded in the records of the Washington County Recorder as the same may be modified or amended.

"Private Ownership" means ownership of a Lot depicted as Private Ownership on the Plats of the Patio Homes.

"Property" means the real property described in Exhibit A attached hereto.

"Special Assessments" means a charge against an Owner and his Lot, for his portion of the costs and extraordinary expenses incurred by the Association for special projects approved pursuant to Article IX.

ARTICLE II PROPERTY RIGHTS

1. Owners Easements. Every Owner shall be a Member of the Association and shall have a right and easement of enjoyment in and to the Common Area and shall have a permanent and perpetual right and easement of enjoyment in and to the Property subject to this Declaration, which shall be appurtenant to and shall pass with the title to every Lot within the Property, subject to all of the following:
 - a. All provisions of this Declaration, any Plat of all or any part or parts of the Property, the Guidelines, the Articles, and the Bylaws, as the same may be amended.
 - b. Rules and Regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas and to regulate the personal conduct of the Members and their guests thereon, and (iv) to establish penalties for the infractions thereof, as such Rules and Regulations may be amended from time to time ("Rules and Regulations");
 - c. The rights of the Association to levy assessments against each Owner for the maintenance, protection, and preservation of the Property in compliance with this Declaration.
 - d. Easements, both recorded and unrecorded, for public and/or private utilities.
 - e. In addition to the foregoing easements, there shall be and the Association hereby reserves and covenants for itself and all future owners within the Property, easements for public services of the governmental entities having authority over the Property, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Area, Limited Common Area, and Lots for the purpose of carrying out their official duties;

- f. In addition to the foregoing easements, there shall be and the Association hereby reserves and covenants for itself and all future owners within the Property, easements for the right of any public utility of ingress or egress over the Common Area and Limited Common Area for purposes of reading and maintaining meters, and using and maintaining fire hydrants located on the Common Area. The Lots shall also be subject to such public utility easements as shown on the Plats and as required by the governmental entities having regulatory authority over the Property.
 - g. If any portion of a dwelling or other improvement constructed by Declarant, or if any portion of a dwelling or other improvement reconstructed so as to substantially duplicate the dwelling or other improvement originally constructed by Declarant, encroaches upon the Common Areas, Limited Common Areas, or other Lots, as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists;
 - h. Subject to the provisions of this Declaration, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association.
 - i. The right, as set forth in the Bylaws, to (i) suspend a Member's voting rights, and (ii) to suspend a Member's right to the Common Areas during any period of violation of any provision of this Declaration, the Guidelines, or the Rules and Regulations.
2. **Delegation of Use.** An Owner may delegate, in accordance with this Declaration, the Articles, and Bylaws, the Owner's right to use of the Common Area to the members of the Owner's family, tenants, or contract purchasers who reside on the Lot.
 3. **Permitted Uses.** The Property shall be restricted to the following uses:
 - a. All Lots shall be used only for single family residential purposes and no professional, business, or commercial use shall be made of the same, or any portion thereof, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, provided, however, that the Lot restrictions contained in this Section shall not be construed in such a manner as to prohibit an Owner or resident from (a) maintaining his personal, professional library therein; (b) keeping his personal business or professional records or accounts therein; (c) handling his personal business or professional telephone calls or correspondence therefrom. Lot sizes as described on the Plats of the Property are considered minimum Lot sizes, and unless specified in the Guidelines, no Person shall further subdivide any Lot.
 4. The Common Area, now and forever, shall be restricted such that it shall be maintained for the use or benefit of the Owners of the Property, including common amenities, easements, and rights-of-way for the construction, operation, and maintenance of utility services, both

public and private, and drainage facilities, and also for common access, ingress, and egress, and shall not be used for any commercial or industrial use except as herein described.

5. **Waiver of Use.** No Owner may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or any improvements thereon or by abandonment of his Lot or any other property located in the Property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every Owner shall have membership in, and be a Member of, the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by an individual Member or such Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.
2. **Voting Rights.** The Owner of a Lot shall be entitled to one (1) equal vote for each Lot in which the Owner holds the interest required for Membership under Article III hereof; there shall be only one (1) vote per Lot. In any situation where a Member is entitled personally to exercise the vote for his Lot and more than one (1) Person who holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.
3. **Dissolution.** In the event of the permanent dissolution of the Association for whatever reason, any Owner may petition the District Court of the Fifth Judicial District, Washington County, Utah, for the appointment of a receiver to manage the affairs of the dissolved Association including the Common Area and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

ARTICLE IV COVENANT FOR MAINTENANCE

1. **Association's Responsibility.** The Association shall at all times maintain the Common Area and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon

such areas. The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable.

2. **Owner's Responsibility.** Each Owner shall maintain the Owner's Lot and all structures, parking areas (not including parking areas provided for as a part of the streets), landscaping, and other improvements comprising the Lot as a prudent owner would do, and in a manner consistent with the Governing Documents or other applicable enactments of the Association. If any Owner fails to properly perform the Owner's maintenance responsibility, the Association may perform it and assess all costs incurred by the Association as a Corrective Assessment against the Lot and the Owner thereof in accordance with Article IX of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

The area between the curb and the sidewalk, if any (within the public right-of-way), on any public street, shall be landscaped and maintained, as provided herein, by the Association, in accordance with the local municipality's ordinances, policies, and standards.

ARTICLE V INSURANCE AND CASUALTY LOSSES

1. **Insurance.** The Board shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area of the Association, and its Members, for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article IX. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance, and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained shall be governed by the provisions hereinafter set forth.

- a. All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.
- b. All policies on the Common Area shall be for the benefit of the Association, its Members, and their mortgages.
- c. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- d. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- e. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one (1) or more qualified persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the Washington County, Utah, area.
- f. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:
 - i. a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;
 - ii. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
 - iii. a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one (1) or more individual Owners;
 - iv. a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;
 - v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

- vi. that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article V, the Board may obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

2. **Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Owner's Lot(s) and appurtenant Limited Common Area and structures constructed thereon meeting the same requirements as set forth in Article V for insurance on the Common Area. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of the Owner's improvements, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XII of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition.
3. **Damage and Destruction.** Immediately after damage or destruction by fire or other casualty to all or any part of the improvements on the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction, as used in this paragraph, means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes,
 - a. In accordance with Article III above, damage or destruction to the Common Area shall be repaired or reconstructed unless the Association, in its sole discretion, determines not to do so.

- b. In the event the Association determines that the damage or destruction to the Common Area shall not be repaired or reconstructed then the affected portion of the Common Area shall be restored to its natural state and maintained by the Association in a neat and attractive condition.
- c. Each Member shall be liable to the Association for any damage to the Common Area or improvement thereon sustained by reason of the negligence or willful misconduct of said Member or the Persons deriving their right and easement of use and enjoyment of the Common Area from said Member, or of his respective family and guests, both minor and adult. In the event of such damage to the Common Area or improvement thereon, the Association may either assess a penalty under the Rules and Regulations established by the Board in an amount sufficient to pay all costs of the Association attributable to such damage, including deductibles and increase in insurance premiums, if any, or the Association may repair the damage to the Common Area or improvement thereon with the proceeds from the Association's insurance and assign to the Association's insurance company its claims against the Member who, by his own acts or the acts (both minor and adult) of his family member, guest, invitee, or assignee, damaged the Common Area or improvement thereon. In the case of joint ownership of a Lot, the liability of the Owners thereof shall be joint and several. All such expenses of repair incurred by the Association and any penalty assessed may be levied by the Association against the Owner of the Lot as a Corrective Assessment.
4. **Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.
5. **Repair and Reconstruction.** If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board may, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

Except as otherwise provided herein, there shall be no partition of the Common Area or any part thereof. No Person acquiring any interest in the Property shall seek any judicial partition thereof.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, the Board shall provide each Owner with notice thereof. The compensation received for such taking shall be payable to the Association and retained or disbursed in its sole discretion.

ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the maintenance, management, and control of the Common Area and all improvements thereon including, without limitation, furnishings and equipment related thereto and common landscaped areas.
2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.
3. Rules and Regulations. The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a Limited Common Area, an Owner, a Lot, or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if Member action to disapprove the rule or design criteria is taken in accordance with § 57-8a-217 of the Act. Rules should conform to the limitations in §§ 57-8a-217 and 218 of the Act.
4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
5. Governmental Interests. The Association shall designate sites within the Property for fire, police, water, or sewer facilities.

ARTICLE IX ASSESSMENTS

1. **Creation of Assessments.** There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Association to be commenced at the time and in the manner set forth in this Article IX. There shall be the following types of Assessments: (a) Annual Base Assessments to fund expenses for the benefit of all Members of the Association; (b) Benefitted Assessments; (c) Corrective Assessments; (d) Governmental Assessments; (e) Special Assessments; (f) Reinvestment Fee Assessments; and (g) any other amount or assessment levied by the Association pursuant to this Declaration.

It is acknowledged that all Lots are not of uniform size. Nevertheless, Base Assessments shall be levied equally on all Lots beginning after the date of the closing of the initial sale of such Lot. Corrective Assessments, Governmental Assessments, Benefitted Assessments, Special Assessments, and Reinvestment Fee Assessments shall be levied as provided below. Each Owner, by acceptance of a deed or recorded contract of sale, is deemed to covenant and agrees to pay these assessments.

All assessments, together with interest at the rate of eighteen percent (18%) per annum, as computed from the date the delinquency first occurs, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and shall not pass to the Owner's grantee unless expressly assumed by the grantee. No first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00), or such larger amount allowed by the Act, for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

An Owner may not waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration and not limitation, non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required

under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

2. **Computation of Assessment.** At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the Members. A budget presented by the Board is only disapproved if Member action to disapprove the budget is taken in accordance with § 57-8a-215 of the Act. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses, if any. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws.
3. **Annual Base Assessment.** The annual Base Assessments shall be used to satisfy Common Expenses of the Association to promote the common health, safety, benefit, and welfare of the Owners and for the improvement and maintenance of the Common Area, including establishing and funding a reserve to cover major repair or replacement of Improvements within the Common Area and any expense necessary or desirable to enable the Association to perform or fulfil its obligations, functions, or purposes under this, Declaration, the Articles, or the Bylaws. The annual Base Assessment shall be determined according to the budget prepared by the Board as provided for in Article IX above.
4. **Special Assessments.** The Association may levy a Special Assessment or Special Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board.
5. **Corrective Assessments.** The Association may levy Corrective Assessments against a particular Owner and the Owner's Lot to pay the following: costs directly attributable to, or reimbursable by, that Owner, equal to the costs incurred by the Association for corrective action, performed pursuant to the provisions of this Declaration, including without limitation Articles X and XII, plus interest, an administration fee of fifteen percent (15%) of the total cost of the corrective action, and other charges on such Corrective Assessments. Fines and penalties levied by the Association pursuant to this Declaration and the Rules and Regulations may be assessed as a Corrective Assessment. Corrective Assessments may be levied only upon the vote of the Board after notice to the Member and an opportunity for a hearing.
6. **Benefitted Assessments.** The Association may levy Benefitted Assessments against particular Lots for expenses incurred or to be incurred by the Association to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of

special services which the Association may from time to time authorize (which might include, without limitation, landscape maintenance, caretaker services, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner.

7. **Government Assessments.** In addition to the annual assessments, Special Assessments, and Corrective Assessments, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other Common or Limited Common Areas from the activities of the governmental entity having authority over the Property in maintaining, repairing or replacing the public utility lines and facilities thereon. The Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring any damage or disruption resulting to streets or Common Areas or Limited Common Areas from the activities of the local governmental entity in maintaining, repairing, or replacing utility lines and facilities thereon.
8. **Non-payment of Assessments. Remedies.** Any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment. The Association shall have the right to collect assessments through a lawsuit, judicial foreclosure, non-judicial foreclosure, or other means as provided in §§ 57-8a-301 to -311 of the Act. Such remedies shall be cumulative and not exclusive. Any judgment obtained by the Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. The Association and each Lot Owner hereby conveys and warrants, pursuant to §§ 58-8a-212 and 57-8a-302 of the Act, and Utah Code § 57-1-20, an attorney that the Association engages to act on its behalf with power of sale of the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.
9. **Foreclosure Sale.** The Association may elect to file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the Lot against which the lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. The lien shall be prior to any other lien arising

thereafter, except for liens which, by law, are deemed prior to liens of a nature similar to such assessment liens. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage with power of sale or deed of trust. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner.

10. Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association, the Association shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a reasonable fee to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Association stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee to be determined by the Association.
11. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.
12. Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article IX, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the beneficiary under any recorded first Deed of Trust (meaning any deed of trust with first priority over other deeds of trust) upon a Lot made in good faith and for value; provided that, after such beneficiary or some other Person obtains title to such Lot by judicial foreclosure or by means of the powers set forth in such Deed of Trust or through a deed in lieu of foreclosure, such Lot shall remain subject to the Declaration and the payment of all installments of Assessments accruing subsequent to the date such beneficiary or other Person obtains title.
13. Priority of Assessment Lien. The lien of the assessments, including reasonable attorney fees, interest, and costs provided for herein shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage, or conveyance of a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to

such sale or transfer. When the beneficiary of a first Mortgage of record or other purchaser of a Lot obtains title pursuant to a judicial or non-judicial foreclosure of the first Mortgage (or deed given in lieu of foreclosure), such Person, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such Person.

14. **Reserve Budget and Capital Contributions.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

“Reserve fund money” means money to cover: (a) the cost of repairing, replacing, or restoring Common Areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general budget or other funds of the Association; or (b) a shortfall in the general budget, if: (i) the shortfall occurs while a state of emergency, declared in accordance with Utah Code § 53-2a-206, is in effect; (ii) the geographic area for which the state of emergency is declared extends to the entire state; and (iii) at the time the money is spent, more than ten percent (10%) of the Owners that are not Board members are delinquent in the payment of assessments as a result of events giving rise to the state of emergency.

The Board may not use reserve fund money for any purpose other than the purpose for which the reserve fund was established, including daily maintenance expenses, unless a majority of Owners vote to approve the use of reserve fund money for that purpose.

The Association shall maintain a reserve fund separate from other Association funds.

The Association may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Association and included within and distributed with the budget and assessment.

15. **Date of Commencement of Annual Base Assessments.** The annual Base Assessments provided for herein shall commence as to each Lot upon the date of closing of the sale of such Lot. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual Base Assessment shall be adjusted according to the

number of days remaining in the fiscal year at the time assessments commence on the Lot.

16. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of assessments:

- a. all Common and Limited Common Areas, and
- b. all property dedicated to and accepted by any governmental authority, or public utility, including, without limitation, public schools, public streets, and public parks, if any

17. **Delinquent Owner.** As used in this Section, “Delinquent Owner” means a Lot Owner who fails to pay an assessment when due. The Board may terminate a Delinquent Owner’s right to vote, to receive a utility service for which the Owner pays as a common expense, or of access to and use of recreational facilities. Before terminating the right to vote, terminating a utility service or right of access to and use of recreational facilities the Manager or Board shall give the Delinquent Owner notice. Such notice shall state:

- a. that the Association will terminate the Delinquent Owner’s right to vote, terminate the utility service or right of access to and use of recreational facilities, or all, if the Association does not receive payment of the assessment within fourteen (14) calendar days.
- b. the amount of the assessment due, including any interest or late payment fee, which may include the estimated cost to reinstate a utility service if service is terminated.
- c. The Delinquent Owner may submit a written request to the Board for an informal hearing to dispute the assessment.
- d. A request for a hearing shall be submitted within fourteen (14) days after the date the Delinquent Owner receives the notice of delinquency.
- e. The Board shall conduct an informal hearing in accordance with the hearing procedures of the Association.
- f. If the Delinquent Owner requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board conducts the hearing and enters a final decision.
- g. If the Association terminates the right to vote, terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Owner’s payment of the assessment, including any interest and late payment fee. The Association may:

1. levy an assessment against the Delinquent Owner for the cost associated with reinstating a utility service that the Association terminates as provided; and
2. demand that the estimated cost to reinstate the utility service be paid before the service is reinstated if the estimated cost is included in a notice.

18. Tenant Payment of Assessments.

- a. The Board may require a tenant under a lease with a Lot Owner to pay the Association all future lease payments due to the Lot Owner if the Lot Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Owner notice, which notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Lot Owner's tenant if the Lot Owner does not pay the amount owing within fifteen (15) days.
- b. If a Lot Owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Lot Owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Lot Owner's failure to pay an assessment within the required time, the Board has notified the Lot Owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Lot Owner. The manager or Board shall mail a copy of this notice to the Lot Owner.
- c. A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Lot Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (a) that the amount owing is paid. A Lot Owner shall credit each payment that the tenant makes to the Association under this Section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may

not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this Section.

- d. Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Lot Owner. The Association shall deposit money paid to the Association under this Section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Lot Owner any remaining balance.
19. **Reinvestment Fee Assessment**. In addition to all other assessments and upon the conveyance of a Lot there shall be one (1) reinvestment fee charged to the buyer or seller, as the buyer and seller may determine, comprised of one (1) or more of the following charges:

 - a. An assessment determined pursuant to resolution of the Board and charged for: common planning, facilities, and infrastructure;
 - b. obligations arising from an environmental covenant;
 - c. community programming;
 - d. resort facilities;
 - e. open space;
 - f. recreation amenities;
 - g. charitable purposes; or
 - h. Association expenses as defined in Utah Code § 57-1-46(1)(a).
 - i. This reinvestment fee shall not exceed one-half percent (0.5%) of the fair market value of the Lot, plus all improvements. When the seller is a financial institution, the reinvestment fee shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00). The Association may assign the charges directly to the Association's manager.
 - j. This reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

ARTICLE X USE RESTRICTIONS

Use of the Common Area, Limited Common Area, and the Lots shall be in accordance with the following provisions. These restrictions are for the benefit of and enforceable by the Association, and all Owners and Members of the Association. Any costs incurred by the

Association to obtain a Member's compliance with the following provisions may be levied against the Member's Lot as a Corrective Assessment.

1. Quiet Enjoyment. No noxious or offensive activity or noise shall be carried on upon any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance. The Board may, by rule, further define what constitutes a noxious or offensive activity or noise and what constitutes an annoyance, nuisance, or interference with quiet enjoyment. If the Board does not adopt such a rule, those terms shall have their ordinary and customary meaning.
2. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Properties or any property operated by the Association or any part of it. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
3. Guests. The Owners of Lots shall be fully responsible for the activities and actions of their guests, invitees, tenants, or visitors and shall take all action necessary or required to ensure that all such persons fully comply with the provisions of this Declaration, and all Rules and Regulations of the Association. Each Owner shall be liable to the Association for any damage to the Common Area sustained by reason of the negligence or willful misconduct of said Owner or the Persons deriving their right and easement of use and enjoyment of the Common Area from said Owner, or of the Owner's respective family and guests, both minor and adult. Owners shall use their Property for single-family residential purposes only.
4. Nuisance. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Lots or do or permit any noxious or offensive activity on any Lot, part, or portion of the Properties which will interfere with the rights, comfort, or convenience of other Owners.
5. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats, birds, or other household pets, weighing less than approximately 80 pounds, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs are to be kept at each Lot. All dogs must be licensed. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which results in an annoyance or are obnoxious, by noise, smell, or otherwise, to Lot Owners. All pets must be kept within the boundary of the Lot or on a leash no longer than six (6) feet and attended to by a Person when in the Common Areas. Such pets may not be kept in the Limited Common Areas unless attended to at all times by a Person. All pet waste must be immediately cleaned up. The following are not considered household pets: reptiles, rodents, swine, insects, horses, cows, sheep, goats, pigs, and other domesticated farm animals. This Section may be made more restrictive by Rule of the Association. A dog which repeatedly barks, continuously or intermittently, for five (5) or more minutes, or a cat that howls, whether or not within the Owner's yard, will be considered to be a

nuisance. Pet owners are responsible and liable for the behavior of their pets and the pets of visiting guests. The Owner is liable for any injury, damage, or extreme disturbance caused by their pets or visiting pets and shall indemnify the Association or other residents for any loss or damage caused by these pets. No outside dog houses or dog runs are allowed without the prior written consent of the Board.

6. **Insurance and Governmental Requirements.** No Owner shall permit or cause anything to be done or kept on the Properties, or on any street visible from the Properties, which may increase the rate of insurance on the Properties, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Lot.
7. **Home Modification.** All remodeling requests shall be approved by the RDRC prior to initiation of construction. Any exterior modification of the home, such as windows, doors, skylights, gates, solar panels, spas/spools/pools, and lights, or interior modifications that affect the exterior of the site such as curtains, shutters, and blinds shall be subject to RDRC review. Ignorance and inaccurate interpretation of the definitions of terms in the Guidelines is not an acceptable excuse for non-performance under the Guidelines, the Bylaws, and this document, or waiver of remediation of unauthorized modifications to a property.
8. **Commercial and Recreational Vehicles.** No boats, trailers, buses, motor homes, motorcycles, all-terrain vehicles, snowmobiles, campers, trucks, or the like shall be parked or stored upon the Common Area, Limited Common Area, or a Lot, except within an enclosed garage. No boats, trailers, buses, motor homes, trucks, or campers shall be parked for longer than twelve (12) hours in any seven (7) day period on any street within the Properties. Commercial vehicles in the process of being loaded or unloaded shall not be in violation of this Section 8.
9. **Parking.** All resident vehicles including, but not limited to passenger vehicles, golf carts, ATV's and smaller recreational vehicles, boats and trailers, shall be kept in garages at all times and not parked on driveways or streets. Visitor parking shall be restricted to designated parking areas, driveways, or garages for the duration of their stay (not to exceed two weeks). On most patio home streets, widened street areas are provided as designated locations to accommodate visitor parking. On custom home sites where no on-street visitor parking has been provided, all visitor guest parking shall be within the custom home's garage, a screened and designated on-site parking area, or on the driveway.
10. **Garages.** A garage door exceeding eight (8) feet in height shall not be allowed unless the Design Review Committee determines that it will not detract from the appearance of the Lot and will not be detrimental to the character of the Neighborhood within which the Lot lies. Homes shall provide adequate garage parking for all vehicles housed on the property. All homes shall have a minimum of two car garage. Carports are not permitted.

11. Litter, and Garbage and Recycling Collection. No Owner shall sweep or throw from any structure on the Owner's Lot any dirt or other materials or litter. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any part of the Lot except in closed containers, dumpsters, or other sanitary garbage collection facilities. Garbage that is placed for pickup shall be located near the roadways contiguous to the Lot but shall only be left outside the night before scheduled pickup, and picked up and stored out-of-sight no later than 24 hours following pickup. No bags, boxes, or trash may be left outside the collection bins or stored in a visible location on the property.
12. Signs. The Association desires to preserve the natural beauty and scenic vistas of the Properties and finds that signs are distractions. No sign, poster, display, banner, ribbon, streamer, billboard, or other advertising device, or accessory, of any kind, shall be displayed to the view of the public or Owners. However, the Association does allow specific signs for limited purposes and events: Construction Signs, Security Alarm Signs, Special Event Signs, Religious or Holiday Signs, Political Signs and For Sale Signs. Signs not complying with the following regulations may be removed by the Association without notice. The Association shall not be liable for any loss of any type associated with the removal of such non-compliant signs.
 - a. Construction Signs. Construction Signs are required during construction or remodeling of a home. Details for placement, size, and other information for Construction Signs are found in the Guidelines.
 - b. Security Alarm Signs. One (1) Association approved Security Alarm Sign is permitted for each home. The RPOA has these signs available for a fee to all property Owners. Alarm System provider's signs are not allowed, but alarm company stickers are allowed in the window of any home as long as they are placed along the bottom of the windowpane. These stickers shall be less than 6" in any dimension. HOA approved Security Alarm Signs shall be placed within 36" of the front courtyard wall or garage wall or set back no less than 36" from the street. No other signs or stickers shall be attached to the generic Alarm Sign or the metal pole.
 - c. Special Event, Holiday or Religious, Political, or FOR SALE signs. These signs shall comply with the following:
 - i. The sign be within 36" of the front courtyard wall or garage wall or set back no less than 36" from the street.
 - ii. No other signs or stickers shall be attached to the sign or the metal pole. The sign shall be no larger than 24" x 18".
 - iii. The sign shall contain no offensive language, design criteria, or images, as determined by the Board.
 - iv. Only one sign is permitted per lot.

- d. Considerations for Special Event, Holiday or Religious, Political, or FOR SALE signs. Not all signs have the same impact on the community. Specific information regarding these signs is given as follows:
 - i. Special Events. A “Special Events Sign” shall mean a sign providing notice of a wedding, wedding reception, an official “Parade of Homes” open house, or other events expressly permitted at the sole discretion of the Board. Special Event signs must be removed upon completion of the event or, as in the case of the Parade of Homes signs, outside of open house hours.
 - ii. Holiday or Religious Signs. A “Holiday Sign” shall mean a sign reasonably celebrating a legal holiday listed in Utah Code Ann. § 63G-1-301 (1)(a). A “Religious Sign” shall mean a sign reasonably celebrating religion. Pursuant to Utah Code Ann. § 57-8a-218(5) a Holiday or Religious Sign may be installed no sooner than ten days before the date of the holiday, and must be removed before five days after the holiday. If the Association has an ownership interest in the yard or a maintenance, repair, or replacement obligation for the yard, the Association may prohibit Religious Signs or Holiday Signs in the yard.
 - iii. Political Signs. Pursuant to Utah Code Ann. § 17-20a-103(b) a “Political Sign” shall mean a sign that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition. No other sign shall be deemed a “Political Sign.” Pursuant to Utah Code Ann. § 57-8a-218(4) the sign may be installed no sooner than 10 days prior to the election and must be removed before five days after the election. Pursuant to Utah Code Ann. § 57-8a-218(4)(d) Associations my not establish design criteria for a Political Sign.
 - iv. FOR SALE Signs. Pursuant to Utah Code Ann. § 57-8a-218(5) a “For Sale” sign may be permitted inside a dwelling out outside a dwelling on a lot. The For-Sale sign must not include any realtor information aside from a phone number.
13. Interruption of Drainage. No change in the elevation of a Lot shall be made and no change in the condition of the soil or level of the land of a Lot shall be made which results in any permanent change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental. No change shall be made in the existing drainage pattern that would adversely affect any other Lot or open space including ponds and streams. Drainage from one Lot onto another adjacent Lot or open space is prohibited except as established by natural drainage patterns.
14. Mining. No drilling, mining, or quarrying operations or activities of any kind shall be undertaken or permitted to be undertaken on any part of the Properties. However, the Board, in its discretion, may approve earth-coupled heat pumps or similar devices which may require the excavation or drilling of vertical or horizontal trenches or shafts below the surface of the improved area of a Lot.

15. Fences. No fences or walls shall be allowed on any Lot without the prior written consent thereto from the Association and the Design Review Committee. Once walls/fences are approved between two homes, neither Owner may modify nor change that wall/fence without the consent of the neighboring Owner and the RDRC. Maintenance for project walls/fences and tortoise fencing is borne by the RPOA or the individual Owner if such a fence is located on a custom Lot or the Limited Common area of a patio Lot.
16. Recreational Use of Lakes and Ponds. Any lakes and ponds within the Properties shall not be used for swimming or for boating of any kind.
17. Pools, Spools, Spas, Art Objects, and other Hardscape or Landscape Modifications or Additions. Pools, spools, spas, art objects, and other hardscape or landscape modifications or additions must be reviewed and approved by the RDRC prior to installation.
18. Temporary or Other Structures. 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 on any Lot at any time.
19. Antennae. No radio, television, or other antennae of any kind or nature, or device for the reception or transmission of radio, microwave, or similar signals, including satellite dishes, shall be permitted on any Lot. Notwithstanding the foregoing, satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one (1) meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed. Location of an FCC approved dish may not be restricted by the Association so as to unreasonably delay installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the Common Area or the property of another Owner. The dish must comply with all applicable city, county, and state laws, regulations, and codes. The Association must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions. In order to protect against personal injury and property damage, a dish may not be placed in a location where it may come into contact with a power line. In order to protect against personal injury and property damage, all dishes must be properly grounded and secured. In order to protect against personal injury, dishes may not block or obstruct any driver's view of an intersection or street. The Owner is responsible for all costs associated with the installation and maintenance of a dish. The Owner is responsible for all damage caused by or connected with the dish. The Owner must hold the Association harmless and indemnify the Association in the event someone is injured by the dish. The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration.
20. Clothes Drying. The Board may, by rule, regulate or prohibit the drying or hanging of laundry of any kind outside the dwelling.

21. Vehicle Repairs. No Person shall conduct repairs or restorations of any vehicle or recreational vehicle upon any portion of the Properties or on any street visible from the Properties. However, such repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the Board determines in its discretion that such activity constitutes a nuisance.
22. Construction. All damage caused by construction activity (including construction related vehicles) shall be promptly repaired by the Owner or the Owner's contractor.
23. Further Subdivision; Lease Provisions. No Owner shall further partition or subdivide the Owner's Lot or the rooms in the dwelling and Limited Common Area, including without limitation any division of his Lot into time-share estates, time-share uses, or creation of additional living quarters; provided, however, that this provision shall not be construed to limit the right of an Owner (a) to rent or lease the Owner's entire Lot to a single family by means of a written lease or rental agreement for a term of not less than six (6) months subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (b) to sell the Owner's Lot; or (c) to transfer or sell any Lot to more than one (1) person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or some other form of joint ownership. The terms of any such lease or rental agreement shall be made expressly subject to this Declaration and the Bylaws, as the same are amended from time to time. Any failure by the lessee of such Lot to comply with the terms of this Declaration, the Bylaws, or the Rules and Regulations shall constitute a default under the lease or rental agreement.
24. Water Supply and Sewage Disposal System. No individual water supply or sewage disposal system shall be permitted on any Lot on the Properties unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations, if any, of the Design Review Committee and of any public agency having jurisdiction over the Properties, the Washington County, Utah, Health Department, and all other applicable governmental authorities.
25. Display of the Flag. The Association may not prohibit the display of the United States flag inside a dwelling or on the Owner's Lot or Limited Common Area appurtenant to the Owner's Lot if the display complies with United States Code, Title 4, Chapter 1. No permanent flag poles shall be installed on any Lot, Limited Common, or Common Area.
26. Water-Efficient Landscaping Rules. The Board shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions, and may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

27. Electric Vehicle Charging. A Lot Owner may install an Electric Vehicle Charging System, as defined in Utah Code Ann. § 57-8a-801(1).
28. Solar Energy Systems. Regulations affecting solar energy systems are included in Guidelines. The Reserve's Solar Regulations were approved May 30, 20115. To the extent those regulations predate January 1, 2017, the regulations are grandfathered and unaffected by the provisions of § 57-8a-701 through -703 of the Act.

ARTICLE XI DESIGN REVIEW COMMITTEE

1. Restriction on Construction. No building, fence, wall, or other structures shall be commenced, created, or maintained by any Owner, nor shall any exterior addition or change or alteration therein, including a change in the building exterior paint color, be made nor shall any improvements be made within the Owner's property line until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Design Review Committee (hereinafter sometimes referred to as the "Review Committee").
2. Creation of Design Review Committee. The Board is authorized and directed to appoint a Review Committee. If the Board does not appoint a Review Committee, then the Board will automatically be deemed to be the Review Committee. The Review Committee will consist of a minimum of three (3) to a maximum of seven (7) members. Each member will hold office until such time as he has resigned or been removed, or until his successor has been appointed. Any member of the committee may at any time resign from the Review Committee upon written notice delivered to the Board.
3. Duties of Design Review Committee. The Review Committee shall have the duty to consider and to act upon such proposals or matters as from time to time are submitted to it pursuant to the Guidelines, to perform such other duties as from time to time are delegated to it by the Association, as defined in the Declaration, and to amend the Guidelines, when, and in the manner, deemed appropriate or necessary by the Board to further the philosophy of Property or the practical necessities of making the Property an outstanding and successful community. In order to promote harmonious community development and protect the character of the Property, the Review Committee has adopted a set of Guidelines.
4. Time for Design Review Committee's Action. In the event the Board, or its designated Review Committee, fails to approve, disapprove, or table, pending additional information to be submitted by the applicant, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval of the Review Committee will not be required. Items which have been tabled must be similarly approved, disapproved or tabled pending additional information within thirty (30) days

after being tabled, or they will be deemed to have been approved. Nothing herein contained shall be construed as prohibiting the granting of limited approvals of certain elements so as to allow construction to proceed, and tabling of other items pending further information.

5. **Meetings of Design Review Committee.** The Review Committee shall meet from time to time as necessary to properly perform its duties. The vote or written consent of a majority of the members shall constitute an act by the Review Committee unless the unanimous decision of its members is otherwise required or unless the Review Committee has previously acted to delegate certain powers to one (1) or more members of the Review Committee. The Review Committee shall keep and maintain a record of all action taken by it at such meetings.
6. **Compensation to Design Review Committee Members.** Unless authorized by the Board, the members of the Review Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Review Committee function or duty. Professional consultants and providers of secretarial services retained by the Review Committee shall be paid such compensation as the Review Committee determines.
 - a. **Amendment to Guidelines.** The Guidelines are subject to revision by amendment as follows:
 - b. At such time as the Review Committee determines that any portion of the Guidelines should be revised, the Review Committee shall send to the Board in written form a proposed amendment outlining the changes and the reasons therefor.
 - c. The Board shall either approve or disapprove the proposed amendment in writing. Failure of the Board to disapprove the proposed amendment shall in no way be deemed to be approval of the same.
 - d. The Guidelines and the plans as approved by the Review Committee may be enforced by the Review Committee or the Association as provided in this Declaration or in the Bylaws. The Board may create committees and vest them with the authority required to enforce the rules, regulations and findings of the Review Committee or the Association, or both. Costs incurred by the Association in obtaining a Member's compliance with the Guidelines or decisions of the Review Committee or any enforcement committee, may be levied against the Owner of a Lot as a Corrective Assessment.

ARTICLE XII
DESIGN REVIEW PROCEDURES

1. **Review Process.** Proper standards of development will be assured to every Owner in the Property for design review by the Review Committee. The Review Committee is responsible for reviewing and approving all improvements and any revision or alteration to those improvements. The goal of the Review Committee is to process each submittal fairly, consistently, in a timely manner, and in accordance with sound professional judgment and the requirements of the applicable Guidelines and this Declaration, as the same may be amended or supplemented from time to time. The Review Committee shall establish reasonable procedural rules and may assess a reasonable fee in connection with review of plans and specifications. The Review Committee may delegate initial review of submitted plans to one (1) or more members of the Review Committee, but a quorum of the Review Committee shall be responsible for all final approvals.
2. **Submissions to Review Committee.** Applicants shall submit construction plans and specifications to the Review Committee in such manner as the Review Committee shall by rule establish and publicize.
3. **Applications for Construction and Fees.** Applications for construction of improvements shall be submitted in such manner as the Review Committee may establish pursuant to Section 2 above. Obtaining Review Committee approval shall be a prerequisite to constructing any improvements. The Board may establish a reasonable non-refundable fee to cover the costs associated with reviewing the application and for impact costs affecting the maintenance of the property. The Board may also establish a reasonable deposit that would be refundable upon occupancy of the Lot to the extent not utilized to correct violations of this Declaration or the Guidelines.
4. **Conditions to Approval.**
 - a. The Review Committee, before granting approval, may require that changes be made to comply with the requirements of this Declaration, the applicable Guidelines, and such additional requirements as the Review Committee may, in its discretion, impose as to structural features of any proposed improvement, the type of material used, or other features or characteristics thereof not expressly covered by any provision of this Declaration, including the setting or location of any proposed improvement with respect to the topography and finished ground elevations. The Review Committee may also require or specify, in its discretion, the exterior finish and color, and the architectural style and character of existing improvements.
 - b. The Review Committee, before approval, may impose conditions, including without limitation, time limitations for the completion of improvements, or require changes to be made which in its discretion are required to ensure that the proposed improvement will not detract from the appearance of the Property, or otherwise create any condition unreasonably disadvantageous to other Owners or

detrimental to the Property as a whole. Until all plans and specifications required for each submittal are determined by the Review Committee to be complete, the Review Committee shall have no obligation to review any partial submittal. All completed submittals shall be acted upon promptly by the Review Committee. The amount of time taken by the Review Committee for the approval process shall vary with the adequacy and complexity of the design information and the completion of submittal plans. A decision of the Review Committee to approve or to disapprove a submittal, together with an explanation of further conditions to be satisfied by the applicant, shall be made within thirty (30) days after receipt of a completed submittal. The approval of the Review Committee of any submissions for any work done, or proposed to be done, or in connection with any other matter requiring the approval or consent of the Review Committee, shall not be deemed to constitute a waiver by the Review Committee of its right to approve, disapprove, object, or consent to any of the features or elements embodied therein when the same features or elements are embodied in other submittals to the Review Committee.

5. **Request for Reconsideration.** An applicant may request reconsideration of a ruling of the Review Committee by submitting to the Review Committee written arguments for such reconsideration within thirty (30) days of the date of receipt of the Review Committee's ruling. The Review Committee will give its final ruling by answering the arguments and by confirming or modifying its ruling within thirty (30) days of receipt of the applicant's written arguments. No fee is required to be submitted for a reconsideration. Failure of the Review Committee to notify the applicant regarding the reconsideration within thirty (30) days of the date of submittal of the written arguments to the Review Committee shall be deemed approval of the submittal. Final approvals by the Review Committee shall be valid for one (1) year from the date of final approval and must be obtained prior to formal submission to the local governmental entity having jurisdiction over the Property for a building permit. If a building permit is not issued within one (1) year after an Owner obtains an approval, the approval shall be null and void, and an application for the proposed improvement(s) shall be resubmitted to the Review Committee. Verbal approvals shall not be effective approvals under any circumstances. The applicant shall not rely on and shall not place any value whatsoever on a verbal approval by anyone, including a Review Committee member. The Review Committee shall not be bound in any respect by verbal approval.
6. **Appeal to Board.** An applicant may appeal the final ruling of the Review Committee by filing a petition of appeal together with a written statement supporting the appeal and setting forth the reasons in support of the applicant's appeal, with the Board. The Board shall solicit a response from the Review Committee, which response shall be filed by the Review Committee within twenty (20) days after notification reaches the Review Committee of the need for such a response. The Board may request such other and additional information as it deems to be relevant and shall thereupon make a final decision on the matter. The Board shall make its decision on or before the next regularly scheduled Board meeting which is at least five (5) days after the Review Committee has received the response from the Review Committee to the applicant's appeal.

7. **Liability of Review Committee.** Neither the Association, the Board, the Review Committee, nor the members, sub-committees, or the designated representatives of any of the foregoing shall be liable for damages to any Owner or an Owner's representative submitting plans or specifications to the Review Committee or any of the entities named above for approval, or to any Owner or an Owner's representative affected by this Declaration or the applicable Guidelines by reason of mistake of judgment, omission, or negligence unless due to willful misconduct or bad faith.
8. **Indemnification by Owner.** Each Owner, as a condition to obtaining any approval under the applicable Guidelines, agrees to fully indemnify, protect, defend, and hold harmless the Association, the Board, the Design Review Committee, and sub-committees, members, or designated representatives of the foregoing against and from any and all claims, liabilities, lawsuits, and disputes related in any way to any approval and/or approved or disapproved improvement.

ARTICLE XIII BUILDER APPROVAL

1. **Builder Approval.** All buildings in the Property shall be constructed by a Preferred Builder or an Approved Builder as those terms are defined in the Guidelines. No building shall be constructed by an Owner, the Owner's agent or employee who is not a builder approved by the Association according to Guidelines.
2. **Right to Notice of Design or Construction Claims.** The Association reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structures or improvements within the Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless first notified in writing and given an opportunity to meet with the Owner of the property to discuss the Owner's concerns and conduct their own inspection.
3. **Agreement to Encourage Resolution of Disputes Without Litigation.** The Association and all of its officers, directors, and committee members, and all Persons subject to this Declaration (collectively "Bound Parties") hereby agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving a Claim without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Article XIII in a good faith effort to resolve such Claim. As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to the design or construction of improvements within the Property, other than matters of Design which are governed by Article XII above.

4. Dispute Resolution Procedures.

- a. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:
 - b. the nature of the Claim, including the Persons involved and the Respondent's role in the Claim.
 - i. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 - ii. the Claimant's proposed resolution or remedy; and
 - iii. the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.
5. Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.
6. Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 13.4(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency, such as the American Arbitration Association (AAA), providing dispute resolution services in the Washington County, Utah, area.
 - a. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim,
 - b. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

DISPUTE RESOLUTION TIMELINE**Claim Between Bound Parties**

Day 1	Days 2-30	Days 31-60	Days 61-90+
Written Notice of Claim	Negotiations	Request Mediation	Mediation
Factual Basis	Good faith effort Parties meet in person	Claimant must submit claim	Agency supplies rules Fee split between parties Written summary from each side Supervised negotiation Contractual settlement
Legal Basis	May request Board assistance	Mediator assigned by Association on independent agency	
Propose a Resolution		If Claim is not submitted, it is waived	
Propose a meeting			
Send copy to Board			or Termination of mediation.

- c. **Termination of Mediation.** Each Party shall bear its own costs of the mediation, including attorney fees, and each Party shall share equally all fees charged by the mediator.
- d. **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from a non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions) all costs incurred in enforcing such agreement or award, including without limitation attorney fees and court costs.
- e. **Easement to Inspect and Right to Correct.** The Association, and others it may designate, are hereby granted the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots or Common Areas, and a perpetual, non-exclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in any emergency, entry onto a Lot or Parcel shall be only after reasonable notice to the Owner and no entry into a dwelling shall be

permitted without the Owner's consent. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

ARTICLE XIV UTILITY SERVICE

1. Dedication of Utility Easements. The Association has and will dedicate certain portions of the Property through which easements are now and may hereinafter be granted for use by all utilities, public and private, for the construction and maintenance of their respective facilities servicing the lands described in this Declaration. The Association hereby grants to such utilities, jointly, and severally, easements for such purpose. Such easements may, but are not required to, be dedicated by recorded plat or other instrument. Additional easements may be granted by the Association for utility or recreational purposes in accordance with the requirements of this Declaration.
2. Treatment of Roundabout and Cul-de-sacs. Any roundabout or cul-de-sac located within a public right-of-way shall be considered Common Area and shall be planted and maintained by the Association in accordance with the ordinances, policies and standards of the local governmental agency having authority over the Property.

ARTICLE XV GENERAL PROVISIONS

1. Enforcement. The Association, through its Board, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws, the Guidelines, the Rules and Regulations, and directives of the Board or the Review Committee, any exhibit to this Declaration, and all other such documents. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
3. Duration: Amendment. Any amendment to this Declaration shall require the affirmation of at least two-thirds (2/3) of all Membership votes represented in person, by proxy, or by ballot at a meeting duly called for such purpose. The Board shall cause to be delivered to all Members a notice of Members' meeting setting forth the purpose of the meeting and the substance of the amendment proposed. The quorum required for any such meeting shall be as follows: At the first meeting called by the representation of Members in person, by proxy, or by ballot entitled to cast sixty-seven percent (67%) of all the votes of the Membership shall constitute a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board causing to be delivered another Notice of

Members Meeting, at which meeting a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer of the Association or member of the Board shall certify that the vote required by this Section for amendment has occurred. Notwithstanding the above, the Declarant, its successors and/or assigns shall have the right, until December 31, 2023, to unilaterally amend this Declaration.

This right of amendment extends to each and every section, term, and provision of this Declaration and each Owner is hereby on notice that each and every section, term, and provision of this Declaration is subject to amendment under this Section.

4. **Duty to Repair Structure.** In the event a structure on a Lot is damaged, through an act of God or other casualty, the Owner of the Lot shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and rebuilding of the structures to comply with this responsibility.
5. **Easement for Enforcement.** The Association is granted an easement over the Property subject to this Declaration by each Owner for the purpose of enforcing the provisions of this Declaration and may go upon each Lot to remove or repair any existing cause of a violation thereof. If the Owner required to cure the violation fails to do so, the Association shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorney fees, shall become an obligation against that Owner's Lot and the Association may levy a Corrective Assessment as a lien against his Lot.
6. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose for the development of a residential community and for the maintenance of the Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. 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 Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all Persons and Property benefited or bound by this Declaration.
7. **Manager.** The Association may carry out through a manager any of its functions which are properly the subject of delegation. Any manager so engaged may be an independent contractor or an agent or employee of the Association. Such manager shall be responsible for managing the Property for the benefit of the Association and the Owners,

and shall, to the extent permitted by law and the terms of a management agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. The Association through its Board may also share management services with other similar associations whether or not such associations are part of the Property.

- a. **Terms of Management Agreement.** Any agreement for professional management of the Property or any other contract providing for services for the benefit of the Association may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on not less than ninety (90) days written notice.
- b. **Proxies and Ballots and Affirmative Membership Action.** Unless otherwise provided for in this Declaration, the Articles or the Bylaws, a Member is entitled to vote at any meeting called for in this Declaration in person, by proxy, or by ballot as provided for in the Bylaws. Further, unless otherwise provided for in this Declaration, the Articles, or the Bylaws, the affirmative vote of a majority of the Members at which a quorum is present shall constitute the affirmative action of the Members of the Association.
8. **Action of the Association.** Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the Association.
9. **Rules Against Perpetuities.** The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of the Governing Documents. If for any reason this Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.
10. **Fines.** The Association, through its Board, shall have the power to assess fines for violations of the Association's Governing Documents. Fines may only be assessed for violations of the Governing Documents. In addition to the assessment of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the Governing Documents. The Board shall adopt a rule for the procedure to enforce the Governing Documents and levy fines, including a schedule of fines.
11. **Association Rules.**
 - a. Notwithstanding anything to the contrary in this Declaration and except as provided for in Subsections (b) and (c) below, the Association may not interfere with a reasonable activity of an Owner within the confines of a dwelling or Lot, including backyard landscaping or amenities, to the extent that the activity is in compliance with local laws and ordinances, including nuisance laws and ordinances.

- b. However, any activity of an Owner within the confines of a dwelling or Lot, including backyard landscaping or amenities, is prohibited where the activity: (i) is not normally associated with a project restricted to residential use; or (ii) (A) creates monetary costs for the Association or other Lot Owners; (B) creates a danger to the health or safety of occupants of other Lots; (C) generates excessive noise or traffic; (D) creates unsightly conditions visible from outside the dwelling; (E) creates an unreasonable source of annoyance to persons outside the Lot; or (F) if there are attached dwellings, creates the potential for smoke to enter another Lot Owner's dwelling, the Common Areas, or Limited Common Areas.
 - c. Unless prohibited by law, the Association may also adopt rules described in Subsection (b) above that affect the use of or behavior inside the dwelling.
12. Notice. When notice is required under this Declaration, notice shall be given as provided in the Bylaws.
13. Tenant Liability. Pursuant to § 57-8a-218(2)(b) of the Act, a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the Governing Documents by the tenant.
14. Eminent Domain. If part of the Common Area is taken by eminent domain: (a) the entity taking part of the Common Area shall pay to the Association the portion of the compensation awarded for the taking that is attributable to the Common Area; and (b) the Association shall equally divide any portion of the award attributable to the taking of a Limited Common Area among the Owners of the Lots to which the Limited Common Area was allocated at the time of the taking. The Association shall also submit for recording to the county recorder the court judgment or order in an eminent domain action that results in the taking of some or all of the Common Area.
15. Non-Liability for Tort. The Association shall not be liable, in any civil action brought by or on behalf of an Owner, for bodily injury occurring to an Owner, or an Owner's guests, invitees, licensees, or trespassers, on the Association's Common Area or Limited Common Area. This immunity from liability shall not be effective if the Association causes bodily injury to the Member on the Common Area or Limited Common Area by its willful, wanton, or grossly negligent act of commission or omission.
16. Non-Liability for Common Area. From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Owners shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use, and enjoyment, of the Common Area shall be within, under, and subject to the Association—and not Owners. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any

defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

17. **Notice of Violation/Recording.** If an Owner violates this Declaration, the Guidelines, or the Rules and Regulations of the Association, then after (i) written notice of the violation, (ii) a reasonable opportunity to be heard, and (iii) a reasonable opportunity to cure the violation, the Association may, in addition to and not in lieu of other remedies, record against the Owner's Lot a "Notice of Covenant/Rule Violation" in the records of the Washington County Recorder. The Notice of Covenant/Rule Violation shall include the following: (i) name of the Owner, (ii) address of the Association, or its manager, (iii) the covenant or rule violated, and (iv) any other information deemed relevant by the Board. The Notice of Covenant/Rule Violation runs with the land and shall be released when the Board determines that the violation has been cured.

ARTICLE XVI COMPLIANCE AND DEFAULT

Each Owner shall be governed by and shall comply with the terms of this Declaration, all exhibits hereto, the Articles, the Bylaws, and the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an Owner to comply with such documents and regulations shall entitle the Association or Owners to all appropriate legal and equitable relief.

1. **Negligence.** An Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by the Owner's negligence or by that of any member of the Owner's family or guests, employees, agents, or lessees. The Association may charge such costs against the Owner of the Lot as a Corrective Assessment.
2. **Costs and Attorney Fees.** In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the Articles, the Bylaws, the Guidelines, the Rules and Regulations, directives of the Association or Review Committee, and any exhibit to this Declaration, and all other such documents, the Association, or an Owner, as the case may be, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, including costs and fees on appeal or certiorari.
3. **No Waiver of Rights.** The failure of the Association, or any Owner to enforce any covenant or restriction of this Declaration or the Articles shall not constitute a waiver of the right to do so thereafter.

Exhibit A
(Legal Description)

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements of The Reserve of Entrada at Snow Canyon (formerly known as The Resort Village of Entrada at Snow Canyon) affects the following real property, all located in Washington County, State of Utah:

All of Lots 108 through 121, Lots 127 through 133, Lots 134-1, and Lots 138 through 139, together with all Common Area, Reserve of Entrada Snow Canyon Est A (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENE-A-108 through I-RENE-A-121
PARCEL: I-RENE-A-127 through I-RENE-A-133
PARCEL: I-RENE-A-134-1
PARCEL: I-RENE-A-138 through I-RENE-A-139

All of Lots 140 through 145, together with all Common Area, Reserve of Entrada Snow Canyon Est B (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENE-B-140 through I-RENE-B-145

All of Lot 122-A and Lots 123 through 126, together with all Common Area, Reserve of Entrada Snow Canyon Est C (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENE-C-122-A
PARCEL: I-RENE-C-123 through I-RENE-C-126

All of Lot 135, together with all Common Area, Reserve of Entrada Snow Canyon Est A And Lots 135 & 137 Lot 135: FKA Reserve of Entrata Snow Canyon Estates Ph A, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENE-A-135

All of Lots 1 through 18 and Lots 55 through 69, together with all Common Area, Reserve of Entrada A Patio Homes (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENS-A-1 through I-RENS-A-18
PARCEL: I-RENS-A-55 through I-RENS-A-69

All of Lots 70 through 97 and Lots 99 through 107, together with all Common Area, Reserve of Entrada B Patio Homes (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENS-B-70 through I-RENS-B-97
PARCEL: I-RENS-B-99 through I-RENS-B-107

All of Lots 19 through 53, together with all Common Area, Reserve of Entrada C Patio Homes (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENS-C-19 through I-RENS-C-53

All of Lots 146 through 159, together with all Common Area, Reserve of Entrada D Patio Homes (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-RENS-D-146 through I-RENS-D-159

IN WITNESS WHEREOF, Declarant hereby unilaterally executes this Declaration, on this
28th day of SEPTEMBER, 2023, pursuant to Article XVIII of the Original Declaration.

DECLARANT:

Split Rock Holdings, LLC, a Utah limited liability company

KENT BYLUND
By: Kent Bylund Its: Manager

State of Utah)
County of WASHINGTON)
:ss.

On this 28th day of September, 2023, personally appeared before me Leslie Campbell, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Manager of Split Rock Holdings, LLC, a Utah limited liability company, and that he/she executed the foregoing Amended and Restated Declaration on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.

Notary Public

