

Harrisburg Estates  
134 Redbluff Drive  
Hurricane, UT 84737

HARRISBURG ESTATES OWNERS  
ASSOCIATION

**DOC # 20240001160**

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Gary Christensen Washington County Recorder  
01/11/2024 01:05:44 PM Fee \$ 40.00  
By HARRISBURG ESTATES



# **HARRISBURG ESTATES OWNERS ASSOCIATION**

## **AMENDED AND RESTATED COVENANTS, CONDITIONS, AND RESTRICTIONS (CC & R'S 7<sup>th</sup> AMENDMENT 12-19-23**

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**Definitions for Harrisburg Estates' CC&Rs**

**Article 1**

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.

The words defined are in alphabetical order.

**Architectural Control Committee (ACC)** – refers to a committee with a minimum of five (5) members, one of which is a member of the HEOA Board of Directors. This committee shall decide those matters with respect to architectural control as are conferred upon it by this Declaration as stated in Article VI Section 1 paragraph X.

**Article** - means the one of the 10 sections that comprises of these HEOA CC&R's.

**Articles** - means the Articles of Incorporation of the HEOA, which are, or shall be filed in the Office of the Secretary of the State of Utah, as may be amended from time to time by the Board of Directors.

**Assessment** - means a charge imposed or levied by the association; on or against a lot or a lot owner, and pursuant to a governing document recorded with the county recorder. Assessment includes a common expense.

**Association** - means and refers to the Harrisburg Estates Owner Association (HEOA), a nonprofit Utah Corporation.

**Board** – means the Board of Directors of the HEOA: regardless of name, with primary authority to manage the affairs of the association.

**By-Laws** – means the By-Laws of the HEOA as may be amended after membership notification and discussion by the Board.

**CC&Rs or Declaration** – means the HEOA Restated and Amended Covenants, Conditions, and Restrictions set forth in this entire document, including Exhibits, and as may be amended from time to time.

**Child/Children** – means any person under the age of majority, which is eighteen years of age under Utah law.

**Common Areas** – means all real property and facilities owned by the HEOA for the common use and enjoyment of the owners. Common Areas are maintained by the Association.

**Family** – means parents, children, grandchildren, and great grandchildren or siblings of an Owner.

**Governing Documents** - means a written instrument by which the association may exercise powers, manage, maintain, or otherwise affect the property under the jurisdiction of the association. Governing documents include Articles of Incorporation, By-Laws, Plat Maps, CC&Rs, and Rules and Regulations of the Association.

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**Grandfathered - Grandfathering** means that a new CC&R provision (or other rule) is passed that applies to future conduct but exempts current or prior conduct.

**Guest** – means a person visiting an Owner or an Owner's Lot on a short-term basis (30 days or less). Exceptions for extenuating circumstances must have PRIOR written approval by the Board.

**HEOA** – means and refers to the Harrisburg Estates Owners' Association (HEOA), a nonprofit Utah Corporation, its successors and assigns.

**HEOA Improvements** – means the buildings, roads, parking areas, lighting fixtures, fences, walls, trees, shrubs, plantings, swimming pool and spa, lawns and all other structures or landscaping which belong to the HEOA Common Areas.

**Limited Common Area(s)** – means limited Common Areas described on the Plat Maps and allocated for the exclusive use of one or more Lot Owners.

**Living Unit** – means a structure designed and built as a residence, including Park Models, Manufactured Homes and Site-built Homes, and specifically approved RV's.

**Lot** – means any separate parcel of real property shown upon a recorded phase map of the Harrisburg Estates, not including the Common Areas.

**Manager or Management** – means the professional or other Management as required, retained by the HEOA to supervise the operation of the Harrisburg Estates.

**Member** – means Owner as defined.

**Owner(s)** – means the Owner of Record, whether one (1) or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities that hold an interest in a Lot merely as a security for the performance of an obligation or a Lot owned by an entity or trust, regardless of who occupies the Lot, unless the trust or entity was created for estate planning purposes and was created for either, (1) the estate of a current Owner of the Lot; or (2) the parent, child, grandchild or siblings of the current resident of the Lot. Except as described otherwise herein, Owner shall not include a Lessee or Tenant of a Lot.

**Property or Properties** – means that certain real Property comprising Phases 1, 2, and 4 of Harrisburg Subdivision described in Exhibits A

**Permanent Basis** – means Owner(s) that reside in a unit in excess of thirty (30) days in any-one (1) year period.

**Quorum** – means a simple majority of the HOEA Board in accordance with Utah Code 52-4-103 (11) (a)

**Recreational Vehicles** – means Motor Homes, Travel Trailers, 5<sup>th</sup> Wheel Trailers, etc. All RVs must be no **more than ten (10) years old** with the ACC determining the condition of said RV at the time of their first use on the Lot. Even if an RV is less than ten (10) years old and in a questionable condition, the ACC shall determine if the condition is approved for moving into Harrisburg Estates. A decision by the ACC Committee shall be subject to appeal to the Board of

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Directors in accordance with the Appeal Procedure. If approval is denied by the ACC and the Board of Appeal, a 30-day time limit for removal of said RV is the responsibility of the Lot Owner.

**Rental of Lot for Recreational Vehicles** – means Lot Owners who are renting their Lot. Lot Owner shall verify the age (limit 10 years) and/or condition of an RV before rental of lot. The ACC may require the removal if there is a questionable condition of said RV. If the ACC determines the removal of the RV is needed, the Owner will be notified and held responsible for the removal of the RV within 30-days.

**Rental or Rented** – means a Lot owned by a natural person(s) (i.e., not an entity or trust) that is occupied by someone who is not the Owner or the Owner's parents, child, grandchild, great grandchild, or sibling, with a rental or lease contract in effect between the Renter/Lessee and the Owner. **Owner must apply in office. No more than 10% of the lots may be rented.**

**Rules and Regulations** – means the Rules and Regulations document adopted/amended by the Board.

**Single Family Occupancy Limits** – is a maximum occupancy per unit of two (2) persons per bedroom. For example, if a Lot were occupied by a Recreation Vehicle (RV), a Park Model home, or a Stick-Built home and there was a one (1) bedroom in the unit a total of two (2) people would be allowed to live in the unit on a permanent basis. If the Lot is occupied by a unit containing two (2) bedrooms, a total of four (4) people would be allowed to live in the unit on a permanent basis. Single Family shall have the meaning assigned to it in the Hurricane City Ordinances.

**Unit** – means a residential structure placed on a Lot, RV, Park Model, Manufactured home, or Stick-Built home.

**Utah Community Association Act** – means the act to which the property is subject to: The Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time by the Utah State Legislature.

## ARTICLE II

### THE ASSOCIATION (HEOA)

#### **Section 1. Organization**

- A. The Association (HEOA) is a Utah nonprofit corporation charged with the duties and invested with the powers prescribed By-Laws as set forth in the Articles, By-Laws and these CC&Rs. Neither the Articles nor By-Laws shall for any reason, be amended or otherwise changed or interpreted to be inconsistent with these CC&Rs.
- B. Board of Directors and Officers. The affairs of the HEOA shall be conducted by the Board of Directors and such Officers as the Board of Directors may elect or appoint in accordance with these CC&Rs, Articles and the Bylaws, as same may be amended with discussion from members from time to time. Except as limited in HEOA Bylaws, the Board acts in all instances on behalf of the HEOA.

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**Section 2. Authorities of the HEOA**

The HEOA shall have such rights, duties and powers as set forth in these CC&Rs, and the Articles as may be amended from time to time.

**Section 3. Rules**

The Board may adopt, amend, as per 57-8a-104, accept, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not consistent with these CC&Rs or the State of Utah Community Association in the case of imminent risk of harm to a Common Area, a Limited Common Area, and 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 the limitations under Section 217 of the Act.

The Rules and Regulations may restrict and govern the use of any area by any Owner or by an Invitee, Licensee or Lessee of such Owner. A copy of the Rules and Regulations shall be emailed, mailed, or delivered to each Owner and they have the same force and effect as set forth in these CC&Rs.

**Section 4. Personal Liability**

No member of the Board or any committee of the HEOA or any Officer of the HEOA or any HEOA Manager shall be personally liable to any Owner or any other party, including the HEOA, for any damage, loss or prejudice suffered or claimed on account of any act, omission, or error, or negligence of the HEOA, the Board, any HEOA Manager or any Representative or Employee of the HEOA, provided that such person has, upon the basis of such information as may be possessed by him/her, acted in good faith, without willful or intentional misconduct.

**ARTICLE III  
VOTING RIGHTS**

**Section 1. Membership.**

Every Owner shall be a Member of the HEOA.

**Section 2. Eligibility to Vote.**

Only Owners current with HEOA dues or assessments will be eligible to vote.

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**Section 3. Multiple Owners.**

When more than one (1) person is the Owner of a Lot, all such persons shall be *Members*. The Vote for such Lot may be exercised as the Owners among themselves determine, **but** in no event shall more than one (1) ballot be cast with respect to any Lot. In the event more than one (1) ballot is cast from a particular Lot, none of said Votes shall be counted and said Votes shall be deemed void.

**Section 4. General Voting**

Owners will vote on any matters that come before the members for a Vote. The Board of Directors shall be elected by vote of the HEOA Owners.

**ARTICLE IV  
MEMBERS RIGHTS**

**Section 1. Bound by Governing Documents.**

Each Member shall have such rights, duties and obligations as set forth in these CC&Rs, the Articles and Bylaws, and Rules and Regulations of the HEOA, as **same may be amended from time to time.**

**Appurtenance of Membership.**

The HEOA membership of each Owner of a Lot shall be appurtenant to and may not be separated from the membership in the HEOA, shall not be transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession testamentary disposition, foreclosure of a mortgage record, exercise of a power of sale under the provisions of a Deed of Trust of such legal process as now in effect and may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to said Lot shall operate to transfer said membership to the new Owner thereof.

**ARTICLE V  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.**

Except as limited herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas, for the purposes for which said various areas are intended, which shall be appurtenant to, and shall pass with the title to every Lot, subject to the following provisions:

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- A. The right of the HEOA to charge reasonable fees for the use of any facility situated upon said areas.
- B. The HEOA may suspend the right to use of the facilities by an Owner for any period during which any assessment against the Lot remains unpaid or for any infraction of these CC&Rs, Articles, By-Laws or the Rules and Regulations in effect as may have been amended.
- C. The right of the HEOA to dedicate, transfer or convey, all or any part of said areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members as hereinafter provided. No such dedication, transfer, or conveyance shall be effective unless an instrument, signed by Owners representing (75%) of the Lots and agreeing to such dedication, transfer, or conveyance has been recorded and as approved by current law.
- D. The HEOA shall maintain all such areas conveyed including any structures or improvement (such as other recreational amenities, clubhouses, restrooms & shower facilities and the like), as included in phase 1, 2, & 4.

**Section 2.**     **Delegation of Use.**

Any Owner may delegate, in accordance with these CC&Rs, Articles, and By-Laws, his right of enjoyment of the Common Area, to the following persons:

- a. The members of his family visiting Owners or staying overnight on Owner's property.
- b. Lessees/Tenants.
- c. Guests and Invitees.

Provided such delegation is for a reasonable number of persons and reasonable times, as may be regulated from time to time by the Rules and Regulations adopted by the Board of Directors.

**Section 3.**     **Owner's Easement of Enjoyment Limitations.**

- A. Except as described herein, an Owner's right and easement of enjoyment in and to the Common Areas, shall not be conveyed, transferred, alienated or encumbered separated and apart from an Owner's Lot.
- B. Common Areas shall remain undivided and no action for partition or division of any part thereof shall be permitted.
- C. Every eligible Owner, Renter, or Guest may use the Common Area in common with the Owners, Renters or Guests or other lots in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful right to others.
- D. No Owner will be exempted from liability for assessment with respect to said areas, by waiver of the enjoyment of the right to use said areas or by abandonment of his/her Lot or otherwise.



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- E. Any Owner who rents or leases his/her Lot to another shall forfeit his/her right to the use and enjoyment of the rented Lot privileges and shall be deemed transferred to the renter or lessee for the term of the lease.

**Section 4.**     **Special Restrictions Regarding Limited Common Areas.**

For all purposes, the Limited Common Areas shall be treated, managed, maintained, governed, and controlled as though said Limited Common Areas were Common Areas, as defined herein, with the exception that each Limited Common Area shall have the following special limitations.

- A. Said Limited Common Areas shall be for additional use of abutting Lot Owners as limited by the ACC. Lot owner may *not* build upon said Limited Common Area any permanent structure *except* for additional outside recreational facilities such as patios, barbecue pits, etc. which shall become the responsibility of the said Lot Owner to maintain, keep clean and remove, if requested to do so by the HEOA/Board.
- B. In no event shall the abutting Lot Owner with special right and access to the Limited Common Area, be authorized to fence said area or to place any object or obstruction for longer than 8 hours on said area.
- C. Said abutting Lot Owner shall have the added use and benefit of said Limited Common Area and said abutting Lot Owner shall have priority use of said Limited Common Area. Nothing as contained herein shall remove said Limited Common Areas from the jurisdiction of the HEOA or ACC of HEOA, as described herein.
- D. The Limited Common Area shall be provided for the benefit of abutting Lot Owners as described above. The Lots shall have the additional special rights to the assigned Limited Common Areas.

**Section 5.**     **Special Status of Clubhouse Common Area.**

- A. The Clubhouse Common Area, as described and defined herein, shall be treated and administered for all purposes according to the terms and conditions of these CC&Rs, Articles, Bylaws and Rules and Regulations as said with the exception that the HEOA shall own the right, title and interest to said Clubhouse Common Area.
- B. The HEOA covenants affirms that the Clubhouse Common Area shall be available according to the terms and conditions together with any additional amended CC&Rs, Articles, Bylaws and Rules and Regulations, to a maximum of 226 Lots. It being understood that Lots shall be those parcels of property, together with the property Owners as limited by this agreement.

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**Section 6.**     **Easement of Encroachments.**

Each Lot within the project is hereby declared to have an Easement over all adjoining Lots for the purpose of accommodating any Encroachment due to engineering or original construction errors, settlement or shifting of the Lot. There shall be valid Easements for the maintenance of said Encroachments so long as they shall exist and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting. In no event shall a valid Easement for Encroachment be created in favor of an Owner or Owners if said Encroachment occurred due to the willful misconduct or negligence of said Owner or Owners.

**ARTICLE VI**

**LAND USE CLASSIFICATIONS,**

**PERMITTED USES AND RESTRICTIONS**

**Section 1.**     **Permitted Uses and Restrictions.**

The Permitted Uses, Easements, and Restrictions for all property covered by these CC&Rs shall be as follows.

**A. Lots**

- (1) All Lots shall be developed and maintained to create a community for leisure and full-time resident. RV's, Recreational Park Models, Stick-Built Recreation Homes and Manufactured Homes are allowed in Harrisburg Estates. All must receive approval from the ACC and the last three (3) must receive prior approval from the ACC and the City of Hurricane.
- (2) No gainful occupation, commerce, or other nonresidential use shall be conducted on the property which involves excessive traffic or unapproved appearance on any Lot (such as signs, etc.). See Utah 2022 Law for changes regarding signs.
- (3) Owners may lease their Lots to others, but any such use shall be limited to the occupancy restriction as defined under the term "single family". Only one RV, Manufactured Home, Park Model or Stick-Built Home may be placed or maintained on a Lot at any time to be used as a residence. **(If it is rented, the Lot must be on the approved rental list.)**
- (4) An additional RV may be parked on a Lot (provided no sewer or water hookup) for use of guests and no more than 14 days in any thirty (30) day period.
- (5) Parking on the street for a maximum of 24 hours for the purpose of loading or unloading an RV is allowed. RV must be parked in front of

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homeowners' Lot as far off the street as possible. An RV cannot be parked on a curve: EMERGENCY VEHICLES have the right of way.

- (6) The Association shall maintain the lawn on all Lots and the costs of such maintenance shall be included in the Annual Assessment. If an Owner chooses to opt out of the lawn care their monthly assessment does not change.

**B. Registration of Guests.**

Owner should pre-register any guest if staying at the residence or Lot at the office if Owners are to be away from residence.

**C. Supervision/Protection of Children**

Children MUST be supervised by their parent or guardian. Children **must not** play or loiter in the streets, Common Areas (including the Grounds, Clubhouse, Shower & Pool) unless supervised by parent or guardian. At no time will children be allowed to engage in any activity which constitutes an annoyance to other Owners or damage to property. For the purposes of this section "children" are defined as those under eighteen (18) years of age in accordance with Utah Law.

**D. Antennas & Satellite dishes such as Direct Broadcast Satellite ("DBS")**

maybe no bigger than one (1) meter in diameter, and must follow the Community Association Act and be approved by the ACC. (Contact ACC for further stipulations.)

**E. Utility Service.**

Exterior lines, wires, or other devices for the communication or transmission of electric current or power, telephone, television, and radio signals (on a permanent basis) to be erected, placed or maintained anywhere in Harrisburg Estates must receive prior written approval from the ACC. Permission is not necessary for the above for temporary use.

- F. Propane and other gas storage** shall not be allowed on Lots except as installed by a license distributor and installed to meet applicable State and local codes for the installation of gas service. Permanent propane tanks for structures must be installed near the rear or back of Lot and hidden as much as possible from view. Portable barbecue units are excepted. Portable Propane tanks for RV's must be mounted and secured to the RV.

**G. Improvements and Alterations.**

The Homeowner must receive Prior written approval from the ACC **BEFORE** any exterior unit improvements and/or alterations are made. The ACC (with the Board approval) shall establish a procedure for the preparation, submission and determination of applications. The ACC shall have the right to refuse approval of any plans or specification or grading plan, which, in its opinion, are not suitable or desirable for aesthetic reasons with the surrounding improvement. All subsequent additions to or changes or

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Alterations to any building, retaining wall or other structure, including exterior color scheme and building materials, shall be subject to prior written approval from this ACC. All decisions of the ACC shall be final, and no Lot Owner or other party shall have recourse against the ACC or any of these members, for, or with respect to any decision made in good faith. Decision shall be subject to appeal to the Board in accordance with Appeal Procedure in Article IX.

Solar energy systems and Electric Vehicle (EV) Charging units are subject to Utah Code 57-8a-701 and 57-8a-802 respectively. Contact the ACC for further stipulations and such systems must be installed by licensed professionals. Approval for these installations must be obtained from the ACC prior to installation.

**H. Maintenance**

Lawns and Plantings on Common Areas and Limited Common Areas.

The HEOA shall maintain the lawns and planting on the Common Areas and Limited Common Areas. They shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass and plantings on any Common Areas and Limited Common Areas. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass, or planting placed upon any of the Common Areas and Limited Common Areas without prior written approval from the Board.

**I. Operation and Maintenance of HEOA.**

The HEOA, by its duly delegated representative shall provide for such Maintenance and Operation of the Common Areas to keep them clean, functional, attractive, and generally in good condition and repair. If a special need for Maintenance or repair of an Owner's Lot should be necessitated through willful or negligent act(s) of the Owner, his Family, Guests, Lessees, or Invitees, the cost of such maintenance or repair shall be added to and become part-of the assessment to which such Lot is subject.

**J. Trash Containers and Collection.**

The Board shall have the right, in its sole discretion, to subscribe to a trash service. All rubbish, trash, construction materials or garbage shall be removed from the Lot by Owner or lessee and shall not be allowed to accumulate thereon.

**K. Overhangs.**

Trees, shrubs, or plantings of any kind on any property shall not be allowed to overhang or otherwise to encroach upon any Common Area from ground level

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to a height of twelve (12) feet, unless prior written approval given by ACC. The HEOA is responsible to trim any overhanging trees or shrubs encroaching upon the streets annually.

**L. Right of Way.**

Written notification, at least twenty-four (24) hours in advance, is to be given to the Board or any authorized representative of the Board, to have the right to enter upon and inspect any improvements except for the interior portions of a building or RV, for the purpose of ascertaining whether the provisions of these CC&Rs, Articles, Bylaws and Rules and Regulations have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. Exception in case of emergency.

**M. Machinery and Equipment.**

Machinery or equipment of any kind shall not be placed, operated or maintained adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property. Exception: equipment that HEOA requires for the operation and maintenance of Common Areas including Utilities and or drainage Easements.

**N. Restrictions on Further Subdivision.**

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No Lot shall be conveyed or transferred by any Owner, without prior written approval of the Board. No Lot may be converted into a condominium, cooperative, time share, or other similar entity. No portion but the entire Lot, together with the improvements thereon, may be rented or leased, and then only to a single family; provided however, that no Lot may be leased or subleased without prior written notice to the Board/Management with the names of the Lessee and their Family Members and the term of the lease, and in compliance with these CC&Rs, Articles, Bylaws and such other rules as may be established by the Board.

**O. Signs.**

Signs may be erected for the purpose of selling or renting the property if the sign is a standard Real Estate sign. Any other signs must have prior written approval from the Board unless addressed in the Rules and Regulations and Bylaws. The rights of owners to display Religious and Holiday displays may not be abridged by the rules of the Association. The Association may adopt a reasonable time place and manner of restriction with respect to a display that is outside a dwelling or visible from outside the lot. The new law says a rule may not prohibit an Owner from displaying a political sign inside a dwelling, on Lot or exterior of dwelling regardless of whether the Association owns the

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exterior, or the front yard, regardless of whether the Association owns the yard. But, the Association may adopt a reasonable time, place and manner restriction with respect to a display that is outside a dwelling and visible from outside the Lot. For more information, consult Senate Bill 152 (2022)

**P. Utility Easements.**

There is hereby created a blanket Easement upon, across, over and under the Harrisburg Estates (Phases 1,2 & 4) for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including (but not limited to) water, sewer, gas, telephone, electric, cable TV, communication and/or security lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service companies to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, under and across said property.

**Q. Animals.**

A maximum of two (2) domesticated house pets as defined by Utah law are allowed to be maintained on **any** property covered by these CC&Rs. Any other type of pet must receive written approval given by the Board.

The HEOA or any other home owner will not be held responsible for any animal hurt or killed on any of our streets.

All pets must be restrained and kept under control on a leash no longer than six (6) feet long when out-of-doors at all times. The HEOA in accordance with Utah law does NOT recognize electronic collars as a valid restraint/leash. Homeowners will be responsible for any damage or injuries caused by their pets, tenants' pets or invitee's pets. Any animal determined by the HEOA board, the Dept. of Animal Control, the County Health Dept. or our Insurance Company to be offensive, aggressive or dangerous to public health, safety or welfare will not be allowed.

Pet Owners must abide by the Rules and Regulations.

**R. Nuisances.**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property.

- (1) No odors shall be permitted to arise to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- (2) Exterior speakers or other sound devices may not create excess noise (unless used exclusively for security purposes) on any such property.
- (3) After reasonable written notice (not less than 48 hours) the Board or Manager shall have the right to determine and take all action to eliminate any such nuisance.

**S. Motorcycles, ATV's, Bicycles, Golf Carts, etc.**

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The use of any motorized/non-motorized vehicles are allowed, provided that the vehicles are not excessively noisy or operated in an unsafe manner. Such use shall be regulated or restricted by public highway laws and the Rules and Regulations, adopted by the Board. Operators of an ATV or golf cart must be 16 years of age.

**T. Household Appliances**

No household appliance (including but not limited to: washing machine, dryer, freezer, or refrigerator) shall be used or stored outside of any dwelling, shed, or on any Lot. Outdoor clotheslines or other outdoor facilities for washing, drying, or airing of clothing, bedding, etc. shall not be erected, placed or maintained on any Lot.

**U. Mineral Exploration.**

No property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind or gravel, earth, or any earth substance of any kind.

**V. Diseases and Insects.**

No owner shall knowingly permit anything or condition to exist upon any property which may harbor noxious plants or potential disease carrying insects.

**W. Drainage Easement.**

There is hereby created a blanket easement for drainage of surface water on, over and across the property.

- (1) No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the property.
- (2) Each Owner shall at his own expense maintain the drainage ways and channels on his Lot in proper condition free from obstruction.
- (3) After a reasonable fifteen (15) days' notice, the Board/Management shall have the right to repair or otherwise maintain the drainage way or channel on said Owner's Lot which the Board determines has not been maintained by the Owner in compliance with this provision. Emergency situations will be handled accordingly.
- (4) All costs and expenses incurred by the HEOA shall be obligated to the respective Lot Owner and shall be paid to the HEOA on demand. Any sum not paid by an Owner shall be treated as an assessment and collected in like manner in assessments levied pursuant to Article VII.

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**X. Architectural Control.**

The Board of Director shall appoint a minimum of five (5) members to the Architectural Control Committee (ACC) which shall have the discretion in matters referred to it according to the terms of these CC&Rs. A majority vote of at least three (3) shall control all decisions of the committee. Additions to the Common Areas or any buildings on Lots or changes or additions to amenities or landscaping shall be subject to the review of the ACC for harmony in design with the Harrisburg Estates Community.

**Y. Rental Recreational Vehicles**

Lot Owners who are renting their Lot shall verify the age limit of ten (10) years and/or condition of the potential tenant/lessee's RV **BEFORE** the rental of Lot. The ACC may determine if the removal of the RV is needed. The **Owner** will be notified and held responsible for the removal of the RV within thirty (30) days.

**Z. Types of Homes allowed in Phases 1, 2, & 4 of the HEOA** are Stick-built Recreational Homes (which are built from foundation up), Park Model Recreational Homes, Manufactured Homes, and specifically ACC approved RVs. Nine hundred (900) interior square footage is allowed but must have adequate off-street parking on the Lot and must meet the setbacks required by the City of Hurricane. All new homes must receive PRIOR approval by the ACC and the City of Hurricane.

**Section 2. Permitted Uses, Legal Non-Conforming Use, and Restrictions of Common Areas.**

**A. Permitted Uses**

- (1) Parking in designated spaces only shall be for the purposes of parking vehicles of Owners, his/her guests, tenants, and invitees. Visitor parking may be further regulated by the Rules and Regulations.
- (2) Access for vehicles and pedestrians between public streets and any parking areas situated on the property and any Owners Lot.
- (3) Access for pedestrians on any sidewalks or walkways.
- (4) Access for persons engaged in maintaining in the Common Areas abutting any Owner's Lot.
- (5) Such other uses as may be adopted from time to time by the Board and set forth in the Rules and Regulations.
- (6) In general, the Common Areas shall be used for the benefit and enjoyment of the Owners/lessees.

**B. Restricted Uses.**



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- (1) The Common Area shall not be used by Owners/lessees for storage of personal supplies, materials or property of any kind.
- (2) No activity shall be carried on nor condition maintained by any Owner upon the Common Areas which spoils the appearance of the property or hinders or encroaches upon the right of any Owner/lessee to utilize the Common Area.
- (3) Such other restrictions as may be adopted by the Board and set forth in the Rules and Regulations.

**C. Common Areas.**

Maintenance by the HEOA shall be executed, when needed or required, on any Common Areas, conveyed, leased or transferred to it or otherwise placed under its jurisdiction, at the discretion of the Board without any approval of Owners being required. This maintenance includes but is not limited to:

- (1) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area in accordance with the original design.
- (2) Reconstruct, repair or refinish any road improvement or surface upon any portion of such area used as a road, street, walk and/or parking area.
- (3) Remove injured and diseased trees or other vegetation and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes.
- (4) Place and maintain upon any such areas signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof.
- (5) Remove all refuse from the Common Areas and wash or sweep paved areas as required; clean and replace lighting fixtures as needed.
- (6) Repaint striping, markers, directional signs, etc., as necessary.
- (7) Pay all Real Estate Taxes and Assessments on the Common Areas.
- (8) Pay all electrical, water, gas and other utility charges or fees for service furnished in the Common Areas.
- (9) Do all that is necessary to preserve and protect the Common Areas as specified in these CC&Rs, Bylaws, Articles and Rules and Regulations.
- (10) The Board shall be the sole judge as to the final appropriate maintenance.
- (11) Nothing herein shall be construed to preclude the Board from delegating its powers et forth above the a manager or agent or to other qualified persons.
- (12) Pay for the construction or installation of lights and other utility services on the Common Areas.
- (13) Maintenance of the Common Areas shall be conducted as directed by the Board or Manager as assigned.

**D. Legal Non-Conforming Use.**

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1 (a). Except as provided in this section, a previously approved non-conforming use or non-complying structure existing as of the date this Restated and Amended Declaration is recorded in the records of the Washington County Recorder may be continued by the present or a future property Owner.

1 (b). A previously approved non-conforming use may be extended through the same building, provided no structural alteration of the building is proposed or made for the purpose of extension.

1 (c). For the purpose of this section, the addition of a solar energy device or EVC docking station to a building is not a structural alteration, but requires approval from the ACC. See Senate Bill 152 (2022)

2 (a). An Owner may undertake the reconstruction or restoration of a previously approved non-complying structure or continue the non-conforming use of a structure that is involuntarily destroyed in whole or in part due to fire or other calamity unless the structure or use has been abandoned.

2 (b). The Association Board, however, may prohibit the reconstruction or restoration of a non-complying structure or terminate the non-conforming use of a structure if:

- I. The structure can deteriorate to a condition that the structure is rendered uninhabitable and is not repaired or restored within six (6) months after written notice to the Owner that the structure is uninhabitable and that the non-complying structure or non-conforming use will be lost if the structure is not repaired or restored within six (6) months; or
- II. The Owner has voluntarily demolished most of the non-complying structure or building that houses the non-conforming use.

3 (a). The Owner shall have the burden of establishing the legal existence of a non-complying structure or non-conforming use.

3 (b). Any Owner claiming that a non-conforming use has been abandoned shall have the burden of establishing the abandonment.

3 (c). Abandonment may be presumed to have occurred if:

- I. Most of the primary structure associated with the non-conforming use has been voluntarily demolished without prior written agreement with the municipality regarding an extension of the non-conforming use.
- II. The use has been discontinued for a minimum of one (1) year.
- III. The primary structure associated with the non-conforming use remains vacant for a period of one (1) year.

3 (d). The Owner may rebut the presumption of abandonment under subsection

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3 (c) and shall have the burden of establishing that any claimed abandonment under subsection 3(b) has not in fact occurred.

**Section 3.** **Insurance Coverage.**

A. A policy or policies of fire and casualty insurance with extended coverage endorsement for the full, insurable replacement value of all improvements comprising a part of the Common Area, Limited Common Area and Clubhouse Common Area. In the event of loss, the proceeds shall be used to replace the damage facility. The name of the insured under each such policy shall be in the form of substance like: "Harrisburg Estates Owner's Association (HEOA) for the use and benefit of the individual Lot Owners and mortgages, as their interests may appear".

B. A comprehensive policy or policies insuring the Owners, the HEOA and the Directors, offices, agents and employees against any liability incident to the ownership, use or operation of the Common Area, Limited Common Areas and Clubhouse Common Area which may arise among themselves, to the public and to any invitees or tenants of the property or the Owners. Limits of liability under such insurance shall not be less than one million dollars (\$1,000,000.00) for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Project because of negligent acts of the HEOA or other Owners.

C. The HEOA shall secure and always maintain insurance against such risks as are or hereafter may be customarily insured against in connection with projects like the property in construction, nature and use.

D. All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or other similar standard yielding this minimum quality of insurer. Each insurer must be specifically licensed in the State of Utah.

E. HEOA shall have the authority to adjust losses.

F. Insurance secured and maintained by HEOA shall not be brought into contribution with insurance held by the individual Owners or their mortgages. Owners should retain their own homeowners' insurance.

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G. Each policy of insurance obtained by the HEOA shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the HEOA, the Owners and their respective trustees, officers, agents, employees, invitees and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of HEOA or of any Trustee, officer, agent or employee of HEOA without prior written demand that the defect be cured; that any "no other insurance" clause **therein shall not apply with respect to insurance held individually by the Owners.**

H. Review of Insurance.

The Board shall periodically, and whenever there is a request by twenty percent (20%) or more of the Owners, review the adequacy of the HEOA's Insurance program and shall report in writing the conclusions and actions taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.

I. Lots not insured by the HEOA.

The HEOA shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot and/or units and acts and events thereon, except if the HEOA shall acquire in its own name a Lot due to donation or foreclosure of HEOA liens or other valid reason.

**Section 4.**     **Damage or Destruction of Common Areas.**

In the event any Common Area, Limited Common Areas or Clubhouse Common Area is damaged or destroyed by an Owner or any of his/her guests, tenants, licenses or agents, such Owner does hereby authorize the HEOA to repair said damaged area in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the HEOA or the HEOA may enforce collection of same in the same manner as provided elsewhere in these CC&Rs, By-Laws, Articles and Rules and Regulations for collection and enforcement of assessments.

**Section 5.**     **Condemnation.**

If at any time the Common Areas shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the HEOA and shall be used promptly by the HEOA to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full, any proceeds of condemnation then or thereafter in the hands of the HEOA, shall be

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disposed of in such manner as the HEOA shall reasonably determine. In the event of a taking in which any Lot is eliminated, the HEOA shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner and any first Mortgagee of such Lot, as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

**Section 6.**      **Destruction of Property**

1. In the event of total or partial destruction of Common Areas and/or Limited Common Areas and the HEOA Insurance is not sufficient to cover the cost of the repair or reconstruction thereof, the Board shall be required to execute, acknowledge, file and record, not later than one hundred twenty (120) days from the date of said destruction, a certificate declaring to rebuild.
2. If the proceeds of such insurance are less than eighty-five percent (85%) of the costs of reconstruction, such reconstruction may nevertheless take place if, within ninety (90) days from the date of said destruction, most Owners present and entitled to vote may vote for an assessment of the reconstruction.
3. If the Owners determine to rebuild, and once an assessment is completed, his/her share of reconstruction will be paid by each Owner to pay his/her proportional share from the special assessment.
4. If rebuilding shall not take place, any proceeds for such rebuilding shall be distributed among the Owners based on the proportionate appraised value of a single lot compared to the total appraised value of all Lots.
5. If rebuilding should not take place.
  - a. Any insurance proceeds available for such rebuilding shall be distributed among the Owners based on the proportionate appraised value of a single Lot compared to the total appraised value of all Lots.
  - b. The Board shall, within one hundred and twenty (120) days of the date of such loss, execute, acknowledge and record a certificate setting forth the determination of the Owners not to rebuild, and shall promptly cause this to be prepared and filed such revised maps and conversion of the project to the status of unimproved land, or to show the elimination of one (1) or more Lots or improvements as a result of such destruction.
6. In the event of a dispute among the Owners regarding the provisions of this section, any Owner may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. *In the event of arbitration, notice thereof shall be given to the members of the Board and all other Owners as promptly as possible after the reference of arbitration is made, giving all Owners an opportunity to appear in such arbitration proceedings.* The decision of such arbitrator in this matter shall be final and conclusive upon all the Owners. The arbitrator may include in his decision an award for costs and/or attorney's fees against any one or more parties to the arbitration.

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7. Any rebuilding, reconstruction, repair or restoration done pursuant to this section must be done in accordance with the original plans and specifications and subject to **PRIOR** approval by the ACC. However, said committee may approve plans and specification that vary from the original with Board approval.

**ARTICLE VII**

**COVENANTS FOR ASSESSMENTS**

**Section 1. Creation of the lien and personal obligation of Assessments.**

Each Owner of a Lot covenants and agrees to pay the HEOA.

A. Annual assessments or charges (which may be payable in monthly or quarterly installments as determined by the Board) and

B. Special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the Property (Harrisburg Estates, Phases 1, 2, &4) and shall by virtue of the recorded Declaration shall constitute a consensual and continuing lien upon the Lot against which each such assessment is made.

Such assessment, together with interests, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successor in title unless expressly assumed by him. Notwithstanding the above, no Lot shall be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether a separate notice of Lien has been filed or recorded or not.

C At least annually the Board shall prepare and adopt a budget for the HEOA, 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 the limitations in Section 215 of the Act.

**Section 2. Purpose of Assessments.**

The assessments levied by the HEOA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the HEOA and for the improvement and maintenance of the Common Areas. Without limiting the generality of the foregoing, such purposes shall include the payment for the following:

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- A. Water, sewage, garbage, electrical, lighting and other necessary utility services for the common areas.
- B. Maintenance and repair of storm drains, sanitary sewers and private streets lying with the Common Areas.
- C. Operating costs of the Common Areas.
- D. Property taxes on Common Areas.
- E. Fire and casualty insurance covering the Common Areas, Limited Common Area and Clubhouse Common Area and, at the election of the Board, a blanket fire and casualty insurance policy or policies covering the improvements on the Lots.
- F. Public liability insurance insuring the HEOA against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and/or use of the Common Area, Limited Common Areas or Clubhouse Common Area with such limits of coverage as may be determined by the Board.
- G. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws and any other insurance deemed necessary by the Board.
- H. Standard fidelity bonds covering those certain members of the Board, the Officers and those certain employees of the HEOA who are authorized to sign checks on behalf of the HEOA, in such amounts as the Board may determine from time to time.
- I. Painting, maintenance, repair and replacement of the Common Area.
- J. Reserves for repair and replacement of improvements on the Common Areas and for exterior maintenance.
- K. Reimbursement for reasonable expenses incurred by members of the Board and Officers in the discharge of duties.
- L. Management fees incurred for the professional management of the HEOA.
- M. Such other and further items of expense relating to any services or facilities which may be necessary of which the board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the HEOA as set forth in these CC&Rs.

**Section 3.**      **Annual Assessment.**

The amount of the annual assessment for each Lot shall, for each fiscal year of the HEOA, be determined by the Board at least thirty (30) days in advance of each fiscal year. The assessment shall be paid monthly, quarterly or annual installments, as determined by the Board. The annual assessment shall be determined by the Board after giving due consideration to current maintenance repair costs, insurance premiums of the Common Area, also operating costs of the HEOA and the need for contingency and maintenance reserves. Written notice of the annual assessment for each Lot shall be sent to every Owner at least thirty (30) days in advance of the beginning of the fiscal year. If the annual assessment

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is not made by the Board by the beginning of the fiscal year, then the annual assessment for the previous year shall be deemed automatically assessed against each Lot and shall remain in effect until the Board determines with thirty (30) days written notice of the new assessment to each Owner.

**Section 4.**     **Special Assessment for Capital Improvements.**

In addition to the annual assessments authorized above, the HEOA may levy, in any assessment year for a period not extending beyond ten (10) years, special assessments for the purpose of defraying, in whole or in part the cost of:

- A. Any construction, reconstruction, repair or replacement of a capital improvement of the Common Areas including fixtures and personal property related thereto.
- B. Legal fees incurred in:
  - a) Enforcing the Association's governing documents, or
  - b) Defending the Association, its Board or any of its Committees, provided that any such special assessment over \$100.00 per Lot annually shall have the assent that Owners representing fifty-one percent (51%) of the votes of members present, in person or represented by proxy are entitled to cast at a meeting duly called for the purpose.

**Section 5.**     **Notice and Quorum for any Action Authorized Under Section 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) day in advance of the meeting. At the first meeting called, the presence of Members of proxies entitled to cast fifty one percent (51%) of all outstanding votes shall constitute a quorum. If the required quorum is not present any other meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half, twenty six percent (26%) of the required quorum at the preceding meeting or 1/3 of all the outstanding votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6.**     **Uniform Rate of Assessment.**

Annual and special assessments shall be fixed at a uniform rate for all Lots.

**Section 7.**     **Date of Contribution to Advance Reserve Fund and Commencement of Annual Assessments.**



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The first annual assessment referred to as membership dues, shall be adjusted according to the number of months remaining in the fiscal year as the date of commencement of the assessment. The due dates for the annual and special assessments shall be established by the Board. Any assessments not paid when due shall bear interest at the rate equal to eighteen percent (18%) per annum or such maximum rate as may be permitted by the laws of the State of Utah, whichever rate shall be greater. Interest shall be accrued from and after the date of delinquency.

**Section 8.** **Effect of Nonpayment of Assessments – Remedies of the HEOA.**

Each Owner of any Lot shall be deemed to covenant and agree to pay the HEOA the assessments and agrees to the enforcement of the assessments in the manner specified. In the event of a default of any assessment, part of an assessment, which is due, shall be deemed delinquent. In addition, herein or as provided by law, HEOA may collect the entire unpaid balance of an annual or special assessment by either or both of the following procedures.

- A. **Enforcement by Suit:** The Board may cause a Suit at law to be commenced and maintained in the name of the HEOA against an Owner or Member to enforce each assessment obligation without waiving the lien rights it may have against said Owner's Lot.
- B. **Enforcement by Lien:** There is hereby created a claim of lien on each Lot with the Property to secure payment to the HEOA of any and all assessments levied against all Owners of such Lots covered by these CC&Rs together with late charges and interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency. All costs of collection which may be paid or incurred by the HEOA including reasonable attorney's fees. At any time after the occurrence of any default in the payment of any such assessment, the HEOA, or any authorized representative, may make a written demand for payment to the defaulting Owner on behalf of the HEOA. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the HEOA may elect to file such a claim of lien on behalf of the HEOA against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an office of the HEOA and shall contain substantially the following information:
  - 1. The name of the delinquent Owner.
  - 2. The legal description and street address to the Lot against which claim of lien is made.

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3. The total amount claimed to be due and owing for the delinquency, interest, thereon, collection costs and reasonable attorneys' fees (without any offset or deduction allowed).
  4. The claim of the lien as made by the HEOA pursuant to these CC&Rs.
  5. That a lien is claimed against said Lot in the amount equal to the amount stated.
- C. Upon recordation of a duly executed original or copy of such a claim of Lien, and mailing a copy thereof to said Owner, the Lien claimed therein shall immediately attach and become effective in favor of the HEOA as a Lien against the Lot which such assessment was levied. Such a Lien shall have priority over all Liens or claims created after the recordation of the claim of Lien thereof, except only tax Liens for real property or other governmental assessing unit, and the liens which are specifically described in Article VIII, Section 1, of these CC&Rs. Any such Lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a mortgage as set forth by the laws of the State of Utah, as the same may be changed or amended. The Lien provided for herein shall be in favor to the HEOA and shall be for the benefit of all other Lot Owners. The HEOA shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event of such foreclosure, the HEOA shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. By accepting a deed to a Lot, each Owner hereby expressly waives any objection to the enforcement and foreclosure of this Lien in this manner.

**Section 9.**      **Subordination of the Lien to Mortgage.**

The Lien of the assessments provided for herein, may upon written approval of the Board be subordinated to the Lien of any first or second mortgage or a trust recorded prior to the HEOA Lien.

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**ARTICLE VIII**

**NOTICE OF VIOLATION**

**1. Notice of violation or suspected violation.**

This section is created to identify the right to record a written notice of violation (or suspected violation) by any Owner of any restriction or provision of this Declaration or the HEOA Rules and Regulations or any other rules established by the Board. The notice shall be executed and acknowledged by the Management or any Board Member of the HEOA and shall contain at a minimum the following.

- A. The name of the Owner and street address of the Lot against which the notice is being recorded.
- B. A brief description of the violation.
- C. A statement that the notice is being recorded by the HEOA pursuant to this Declaration.
- D. A statement of the specific steps which must be taken by the Owner to comply with this Declaration, or the applicable rule being violated.
- E. Said copy of notice of violation recorded and placed in Owner's file.

2. Such statement shall be delivered to the Owner in accordance with Article X, Section 7.

3. The Owner shall have the right to appeal any decision by bringing the matter for hearing or rehearing (as the case may be) to the Board, who shall hear the appeal as soon as reasonably possible, and whose decision shall be final.

**ARTICLE IX**

**APPEAL PROCEDURE**

An ACC application and the guidelines are available at the HEOA office.

After an Owner has submitted an ACC request and if the ACC decision is not agreed to by the Owner, the Owner may submit a request to the Board of Directors for an appeal.

The appeal request is to include:

- a. Name, address, phone number of Owner and address of Lot where action was requested.
- b. The specific reason for the action.
- c. Reasons stated for action or non-action.

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d. Date Owner received decision.

Owner must submit in writing within fifteen (15) days of Owner receiving ACC decision. Failure to request an appeal action as described will render ACC's decision final and conclusive. If appeal is properly requested, the Board shall review and give a Board decision regarding the appeal. The Board shall advise the Owner of its decision within thirty (30) days, but in no event later than ninety (90) day after the Board receives written request for a review. The Owner and ACC may be present at appeal procedures.

**ARTICLE X**  
**MISCELLANEOUS**

**Section 1. Dispute Resolution and Enforcement.**

In addition to the procedure for appeal found in Article IX and the procedures inherent in Article VIII, Notice of Violation, it is the intention of this Declaration that disputes wherever possible shall be resolved through hearing and decision of the Board (unless otherwise specifically dealt with elsewhere in this Declaration). Accordingly, in the event that there shall be any dispute affecting or revolving around enforcement of this Declaration, as amended, prior to taking any legal action, the complaining party shall file a complaint with the Board of Directors of the HEOA. In connection with filing such a complaint, the complaint will be hand delivered to the party to whom the complaint is directed and signed for or mailed by certified mail, return receipt requested, to their last known address. Upon receipt of a complaint, the Board shall also notify the person against whom the complaint is made and invite all affected parties to a hearing before the Board at the next available meeting provided that at least ten (10) day notice can be given, posted, hand delivered, at least ten (10) days prior to the date of the meeting. At the meeting, the dispute shall be brought before the Board. The Board will decide. The remedies in the Act and the Declaration – provided by law or in equity – are cumulative and not mutually exclusive.

**A. Mediation/Arbitration**

1. **Mediation:** In case of a dispute arising between the parties concerning the enforcement or interpretation of the Association's Declaration, Articles, Bylaws, or Rules and Regulations, the parties shall first submit the matter to mediation within thirty (30) days of either party notifying the other of the dispute. Each party shall be entitled to appoint one (1) nominee, who will then collectively meet and appoint one (1) mediator. If the parties cannot resolve the matter through mediation, then the parties shall proceed to arbitration.
2. **Arbitration:** Each party shall be entitled to appoint one (1) nominee, who will then collectively meet and appoint one (1) arbitrator who shall be a licensed attorney at law and who shall charge a reasonable fee. The arbitrator, when duly appointed, shall have access to all the books and records kept in operation of the Association

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and shall have the right to examine all the accounts, notes, securities, books, inventories, assets and equipment of the parties as the same relate directly or indirectly to the dispute and to hear evidence of the parties and other witnesses and to make an accounting as may be necessary and to do all things fully and completely to enable him to make a fair and full ruling on all matters in dispute in the arbitration. When the arbitrator has passed upon matters in dispute between the parties, he shall notify each party in writing of his decision and his decision shall be final and binding upon the parties, subject to rights provided under the Utah Arbitration Act.

**Section 2.**     **Severability.**

Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 3.**     **Amendment.**

This Declaration shall run with and bind the land for a term of twenty (20) years from the date these CC&Rs are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Owners representing not less than fifty-one percent (51%) of the Lots.

**Section 4.**     **Violations and/or Nuisances.**

Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Violation or Nuisance and may be enjoined or abated, whether relief sought is for negative or affirmative action, by HEOA, the Board, or any Owner or Owners of Lots within the Property. The Board, or the duly authorized agents of any of them, may enforce by decision of the Board any of the provisions of these CC&Rs.

**Section 5.**     **Violation of Law.**

Any Violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a Violation of this Declaration and subject to any or all the enforcement procedures set forth in said Declaration.

**Section 6.**     **Remedies Cumulative.**

Each remedy provided by this Declarative is cumulative and not exclusive.

**Section 7.**     **Delivery of Notices and Documents.**

- A. Any written notice to be sent from an Owner to the HEOA shall be sent to 134 Red Bluff Dr., Hurricane, UT 84737. If to an Owner, to the address on file of any Lot within the Property owned, in the whole or in part by him/her or to any other address last furnished by an Owner to the HEOA.

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B. Notwithstanding any other provision in these Articles, Bylaws or Rules and Regulations, the HEOA may provide notice to Owners by electronic means, including text message, email, or the HEOA's website, except that an Owner may by written demand, require the HEOA to provide notice to that Owner by mail. Any notice required to be given will be deemed to have been given upon the earlier to occur of the following.

1. When sent by telecopy (fax), the notice is deemed given when the sender receives facsimile acknowledgment confirming delivery.
2. When mailed through the United States Postal Service, the notice is given six (6) calendar days after the date the notice is post-marked, with postage prepaid and addressed to the most recent address of the recipient according to the records of the HEOA.
3. When sent via electronic means such as an email, text message or similar electronic communication, the notice is deemed given twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender.
4. When posted on the HEOA's website, the notice is deemed given seventy-two (72) hours after it was posted.
5. When hand delivered, the notice is deemed given immediately upon deliverer.
6. When delivered by other means, the notice is deemed given upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

**Section 8. The CC&R's.**

By acceptance of a deed or by acquiring any ownership interest in any of the real property included in these CC&Rs, each person or entity, for himself/herself or their heirs, personal representative, successors, transferees and assignees, is bound to all the provisions, restrictions, covenants, conditions, rules and regulations imposed by these CC&Rs and any amendments hereto. In addition, each such person or entity acknowledges that these CC&Rs set forth a general scheme for the improvement and development of the real property covered within Harrisburg Estates evidences this interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners or assignees. Furthermore, each such person or entity fully understands and acknowledges that these CC&Rs shall be mutually beneficial, prohibitive and enforceable by the various subsequent future Owners.

HARRISBURG ESTATES OWNERS ASSOCIATION  
CC&Rs -2023

**Section 9.**

**Attorneys Fees.**

In the event the HEOA employs an attorney or attorneys to enforce a lien, to collect any assessment or other amounts due from an Owner or in the event the HEOA or an Owner employs an attorney or attorneys or to enforce compliance with and recover damages for any violation and noncompliance with these CC&Rs, Articles, Bylaws or Rules and Regulations, the prevailing party in any such action shall be entitled to recover from the other party the reasonable attorneys' fees and costs incurred in the action.

**Section 10.**

**Rule Against Perpetuities.**

The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise alter any provision of these CC&Rs, the Articles, Bylaws, Rules and Regulations, or other governing documents of the HEOA. If for any reason the Articles do not comply with the Act, such noncompliance does not render to a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

**Section 11.**

**Fines.**

The HEOA, through its Board, shall have the power to levy Fines for violation of the HEOA's governing documents and Fines may only be levied for violations of the governing documents. In addition to the levy of Fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code, a tenant shall be jointly and severally liable to the HEOA with the Owner leasing to such Tenant for any violation of the governing documents by the Tenant. The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

**Section 12.**

**Tenant/Lessee Liability**

Pursuant to Utah Code 57-8a-218, a Tenant shall be jointly and severally liable to the HEOA with the Owner leasing to such tenant for any violation of the governing documents by the Tenant.

**Section 13.**

**Reserves.**

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.

HARRISBURG ESTATES OWNERS ASSOCIATION  
CC&Rs -2023

**Section 14. Flags, Religious symbols, Political signs, and For Sale signs**

The HEOA may not prohibit an Owner from displaying 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.

A. A rule may not abridge the rights of an Owner to display a religious or holiday sign, symbol, or decoration inside a dwelling on a Lot, or outside a dwelling on a Lot or the exterior of the dwelling, or the front yard of the dwelling and visible from the Lot, or the front yard of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for the yard.

C. **Notwithstanding Subsection (3)(a), the association may adopt a reasonable time, place and manner restriction with respect to a display that is outside a dwelling, on a Lot, the exterior of a dwelling or the front yard of the dwelling and visible from the Lot.**

D. A rule may not prohibit a lot owner from displaying a political sign inside a dwelling on a lot: or outside a dwelling on a Lot, the exterior of the dwelling; regardless of whether the association has an ownership interest in the exterior, or the front yard of the dwelling regardless or whether the association has an ownership interest in the yard

E. **A rule may not regulate the content of a political sign.**  
**Notwithstanding Subsection (4)(a), a rule may reasonably regulate the time, place and manner of posting a political sign.**

F. An association design provision may not establish design criteria for a political sign or For Sale Signs

A rule may not prohibit a lot owner from displaying a For Sale sign: inside a dwelling on a Lot, or outside a dwelling on a Lot, or the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior, or the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.

G. **Notwithstanding Subsection (5)(a) a rule may reasonably regulate the time, place and manner of posting of a For Sale sign.**



HARRISBURG ESTATES OWNERS ASSOCIATION  
CC&Rs -2023

**Utah Code 57-8a-218(16) and 57-8-8(9), enacted 2022,  
amends certain laws regarding HOAs.**

**The following reflects some of those changes.**

**WATER USAGE** The HEOA is encouraged to implement water saving procedures including allowing home owners to replace lawns with more efficient landscaping materials , including water wise plants and attractive landscaping types of ground cover and/or attractive rocks. **Senate Bill 152 and House Bill 282** Owners must get the ACC approval before any replacement of materials or landscaping is done.

Utah Code Section 57-8a-227(2) and Section 57-8-17(2) states our HEOA must have all its governing documents on its website, including CC&Rs, Articles of Incorporation, Bylaws, and Rules and Regulations, Financial Statement, and Plat Map.

Owners are entitled to see just the main records, such as latest minutes of HEOA Annual and Quarterly Board Meetings and the documents listed above.

Senate Bill 152 (2022) amends and enacts provisions in Utah Code Sections 57-8a-218 and 57-8-8.2 "Equal treatment by rules required. This places limits on association rules and design criteria.

HARRISBURG ESTATES OWNERS ASSOCIATION  
CC&R'S -2023

**Section 15. HEOA Plat/Map Legal Description**

This section is created to describes the land with which the association is built on, divided and assembled to help organize the various lot characteristics present on the land. The maps are based on the different phases when developed. Phase 1 includes; Clubhouse and part of Redbluff Drive, Scenic Circle and Cottonwood. Phase 2 includes; Overlook, Redbluff, Pioneer Circle, and Mountain View. Phase 4 includes; Arch View.

After recording mail to:  
Harrisburg Estates Owners Association  
134 Redbluff Dr.  
Hurricane, UT 84737

**AMENDMENT TO  
HARRISBURG ESTATES HOMEOWNERS ASSOCIATION  
COVENANTS, CONDITIONS AND RESTRICTIONS**

A. Certain real property in Washington County, Utah, known as Harrisburg Lakeside Estates No's 1, 2 and 4, was subjected to certain covenants, conditions, and restrictions recorded on October 27, 2009, as Entry Number 20090041003, in the Recorder's Office for Washington County, Utah (the "Declaration").

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, described as follows:

All Lots, HARRISBURG LAKESIDE ESTATES No 1 SUBDIVISION,  
All Lots, HARRISBURG LAKESIDE ESTATES No 2 SUBDIVISION,  
All Lots, HARRISBURG LAKESIDE ESTATES No 4 SUBDIVISION.  
according to the official plats thereof recorded in the records of the Washington County Recorder.

Parcel Numbers: H-HLE-1-1 through H-HLE-1-78, H-HLE-2-1 through H-HLE-2-38, H-HLE-2-39-A-1, H-HLE-2-41 through H-HLE-2-131, H-HLE-4-1 through H-HLE-4-17, H-HLE-2-40-A

This Amended and Restated Covenants, Conditions and Restrictions of Harrisburg Estates affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 78, Harrisburg Lakeside Est 1 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-1-1 through H-HLE-1-78

All of Lots 1 through 38, Lot 39A1, Lot 40A, and Lots 41 through 131, Harrisburg Lakeside Est 2 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-2-1 through H-HLE-2-38

PARCEL: H-HLE-2-39-A-1

PARCEL: H-HLE-2-40-A

PARCEL: H-HLE-2-41 through H-HLE-2-131

All of Lots 13 through 26, Lots 31 through 32, and Lots 38 through 41, Harrisburg Lakeside Est 4 (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-HLE-4-1 through H-HLE-4-17

PARCEL: SG-SCM-3-31 through SG-SCM-3-32

PARCEL: SG-SCM-3-38 through SG-SCM-3-41

5-19-88

EXHIBIT "A"

HARRISBURG LAKESIDE ESTATES NO. 1 SUBDIVISION AND CLUBHOUSE  
PARCELS COMBINED INTO ONE LEGAL DESCRIPTION

Beginning at a point on the east line of the Interstate 15 Frontage Road, said point being a Right-of-Way Marker and described as S 1 30'14" E 2220.879 feet along the quarter section line and East 623.111 feet from the North Quarter Corner of Section 23, Township 41 South, Range 14 West, Salt Lake Base and Meridian running;

thence N 20 36'53" E 170.062 feet along said east line;  
thence EAST 150.946 feet;  
thence N 57 11'52" E 41.525 feet;  
thence S 73 30'10" E 60.630 feet;  
thence S 41 40'29" E 60.015 feet;  
thence S 4 27'22" W 57.755 feet;  
thence S 18 50'46" W 61.744 feet;  
thence S 1 16'05" W 115.565 feet;  
thence S 20 30'00" W 137.729 feet;  
thence S 44 13'34" W 165.901 feet;  
thence S 40 27'23" W 261.442 feet;  
thence S 66 20'00" W 30.000 feet;  
thence N 23 40'00" W 26.738 feet;  
thence S 42 55'14" W 67.290 feet;  
thence S 66 20'00" W 201.427 feet;  
thence N 27 42'07" W 42.654 feet;  
thence N 17 48'03" W 83.534 feet to said east line;  
thence N 29 54'54" E 496.401 feet along said east line to  
an existing right-of-way marker;  
thence N 32 49'39" E 153.363 feet along said east line to  
the point of beginning.

Contains 6.2798 feet

KRR

5-19-88

EXHIBIT "C"

332812

TOTAL PARCEL EAST OF 1-15 EXCEPT HARRISBURG LAKESIDE ESTATES  
NO. 1 SUBDIVISION AND THE CLUBHOUSE PARCEL

Beginning at a point on the east line of the Interstate 15  
Frontage Road, said point being the Northwest Corner of  
Harrisburg Lakeside Estates No. 1 Subdivision and further  
described as being S 1 30'14" E 2220.879 feet along the quarter  
section line and East 623.111 feet to an existing right-of-way  
marker and N 20 36'53" E 170.062 feet along said east line from  
the North Quarter Corner of Section 23, Township 41 South, Range  
14 West, Salt Lake Base and Meridian and running;

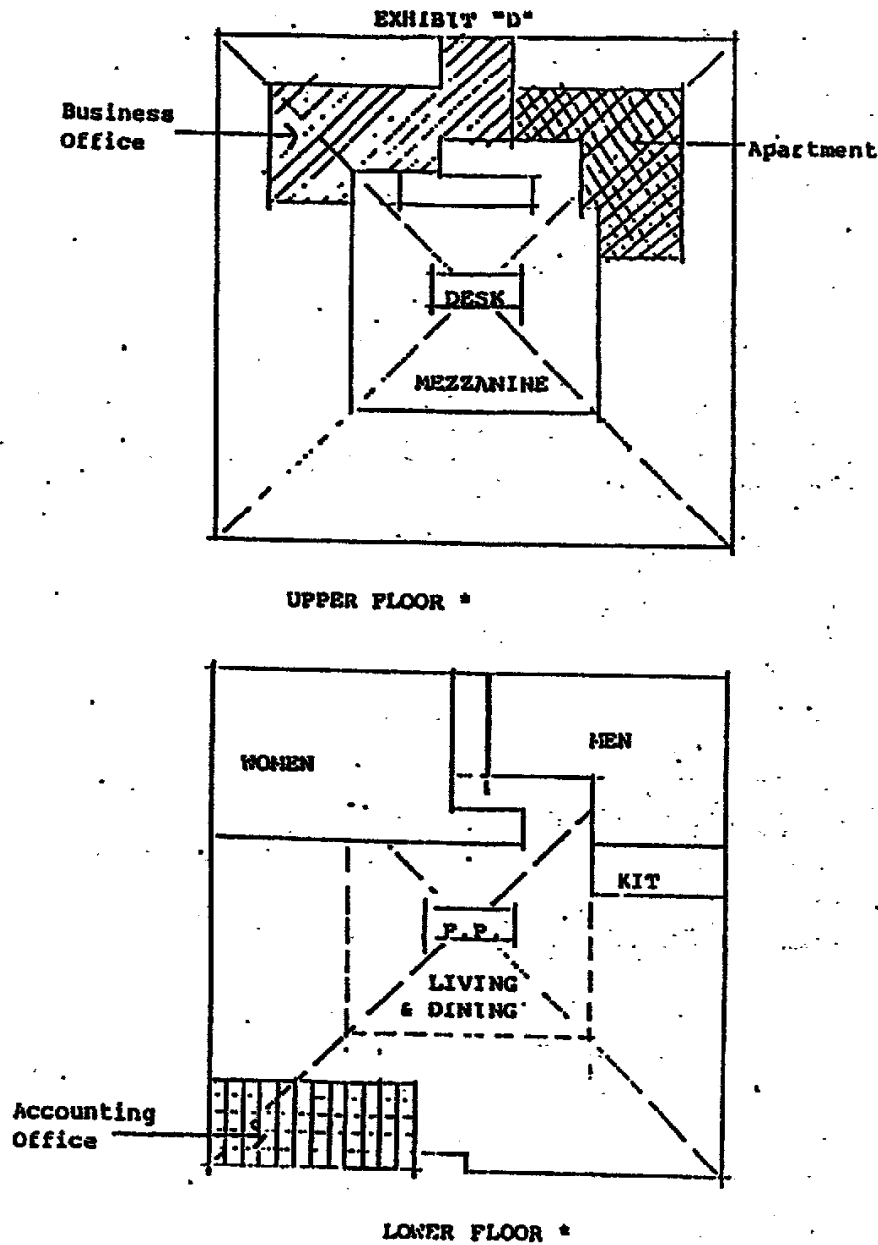
thence N 20 36'53" E 762.351 feet;  
thence S 89 16'27" E 370.888 feet;  
thence S 0 41'59" E 1337.155 feet;  
thence S 0 38'39" E 1258.829 feet;  
thence N 85 40'28" W 1313.713 feet;  
thence S 87 53'41" W 430.000 feet to said east line;  
thence N 32 19'31" E 1130.738 feet along said east line;  
thence N 29 54'54" E 149.829 feet along said east line to  
the Southwest Corner of Harrisburg Lakeside Estates No. 1  
Subdivision;

thence S 17 48'03" E 83.534 feet;  
thence S 27 42'07" E 42.654 feet;  
thence N 66 20'00" E 201.427 feet;  
thence N 42 55'14" E 67.290 feet;  
thence S 23 40'00" E 26.738 feet;  
thence N 66 20'00" E 30.000 feet;  
thence N 40 27'23" E 261.442 feet;  
thence N 44 13'34" E 165.901 feet;  
thence N 20 30'00" E 137.729 feet;  
thence N 1 16'05" E 115.565 feet;  
thence N 18 50'46" E 61.744 feet;  
thence N 4 27'22" E 57.755 feet;  
thence N 41 40'29" W 60.015 feet;  
thence N 73 30'10" W 60.630 feet;  
thence S 57 11'52" W 41.525 feet;

thence WEST 150.946 feet to the point of  
beginning.

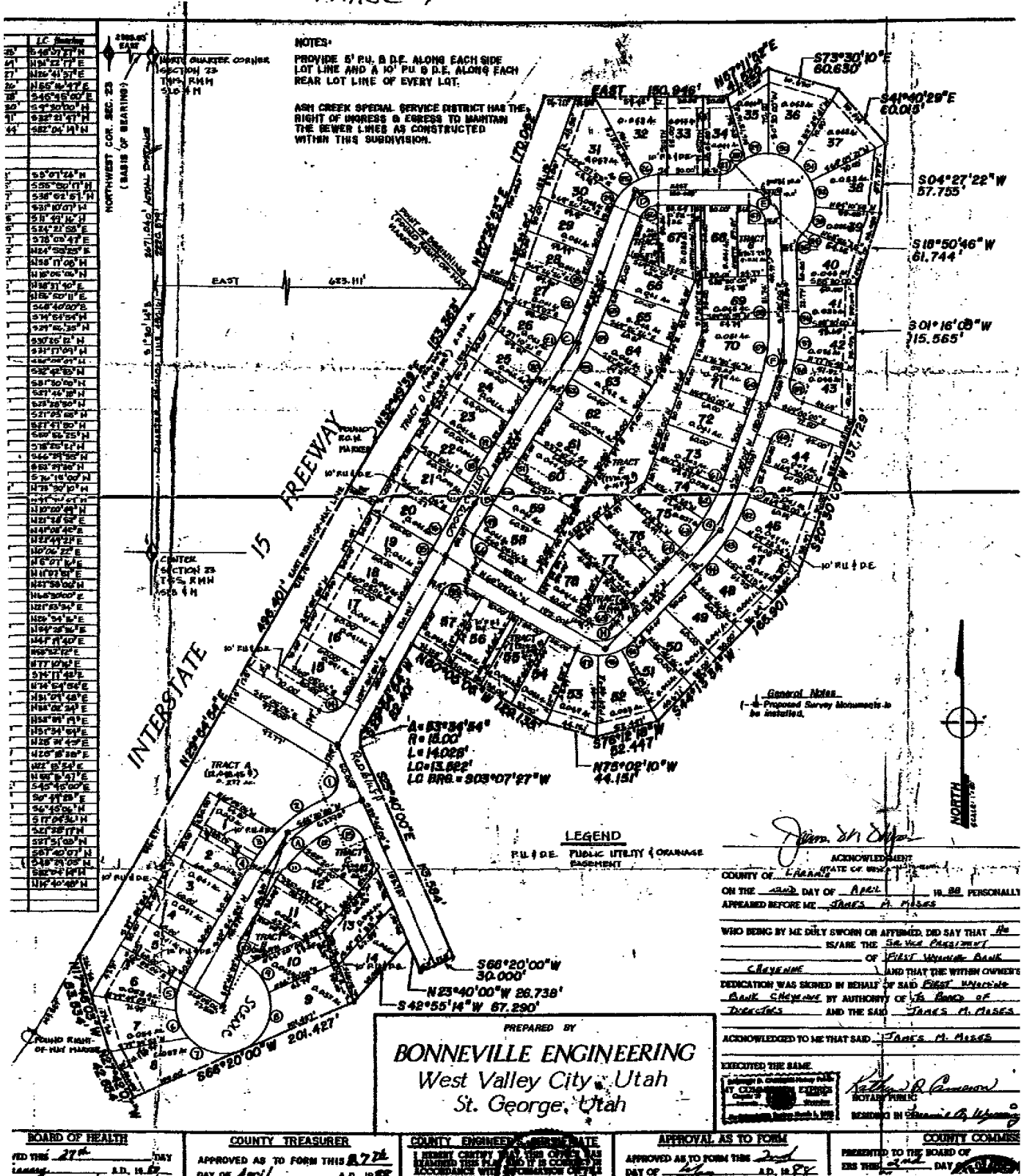
Contains 51.4076 acres

332812

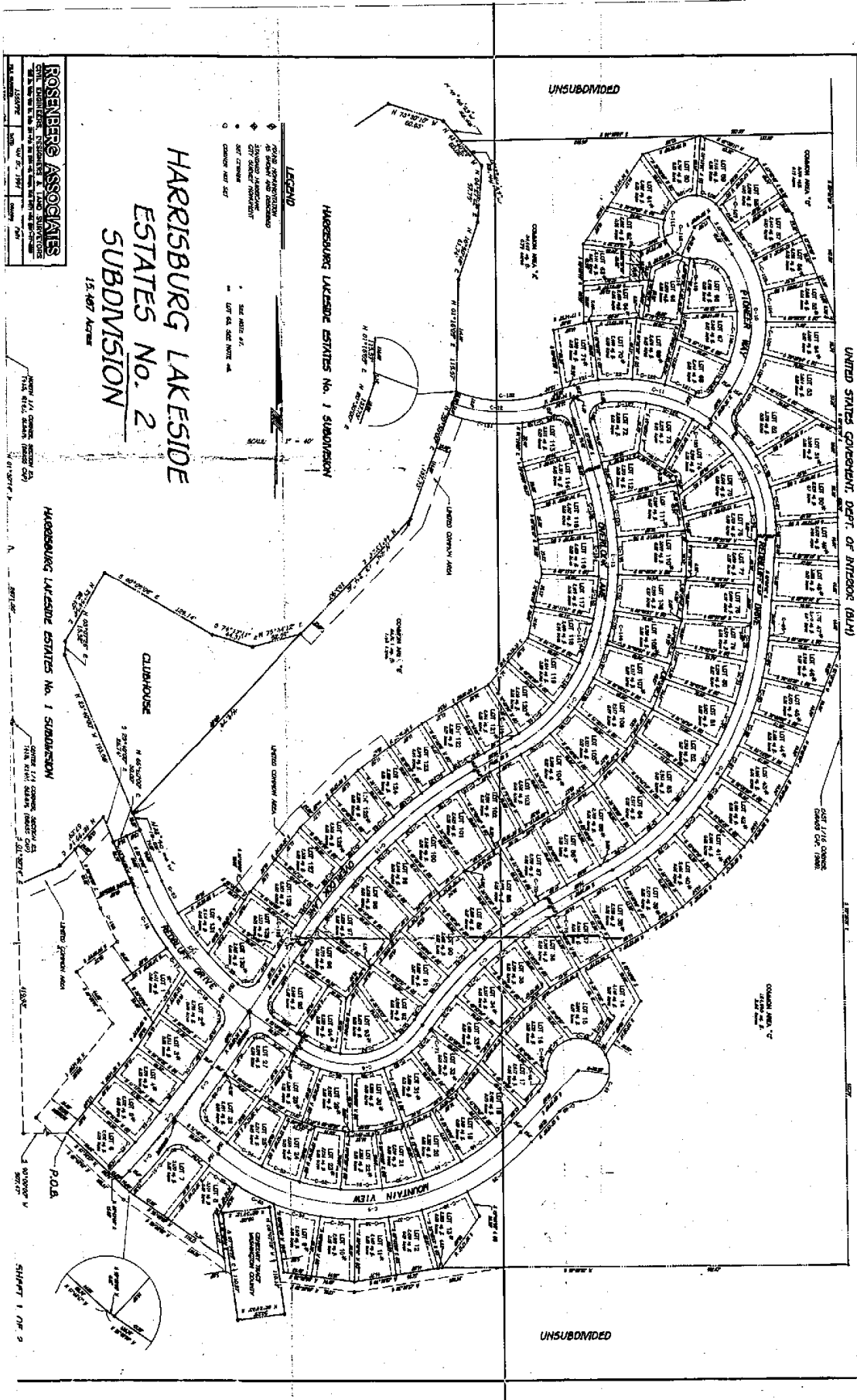


\*The floor plans are graphic representations of the existing clubhouse facility only, and are drawn each approximately 1" = 20' scale. Exact size, shape, and location are as presently constructed.

Clubhouse Parcel Combined  
Phase #1



Hampshire Lakeside Estates No. 2 Subdivision - Phase 2

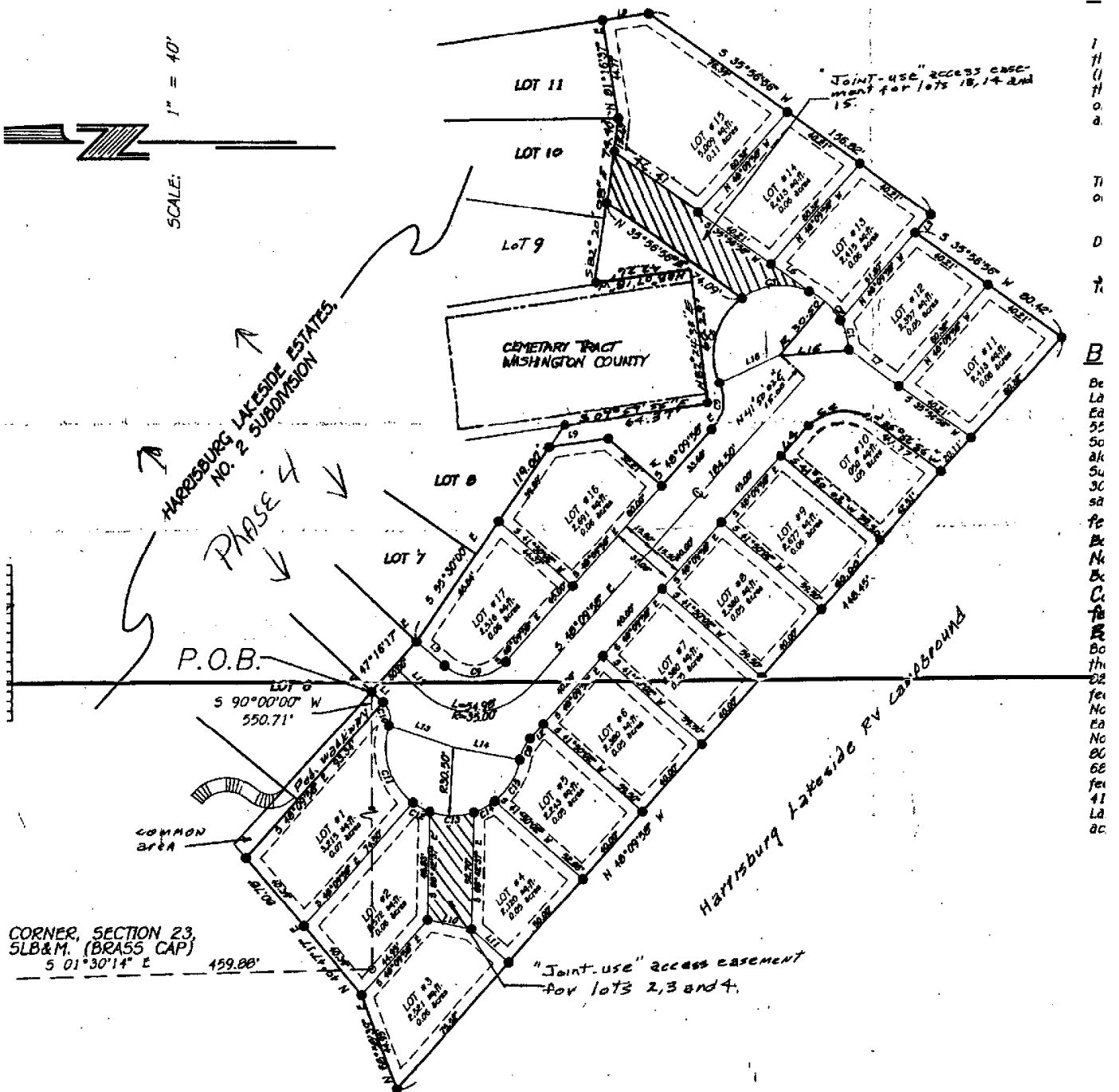




HARRISBURG LAKESIDE ESTATES NO. 4 SUBDIVISION LEGAL DESCRIPTION

Beginning at the Southeast corner of Lot 6, Harrisburg Lakeside Estates No. 2 Subdivision, said point being South  $01^{\circ}30'14''$  East 459.88 feet along the Section Line and North  $90^{\circ}00'00''$  East 550.71 feet from the Center Quarter Corner of Section 23, Township 41 South, Range 14 West of the Salt Lake Base and Meridian and thence along the South Boundary Line of said Harrisburg Lakeside Estates No. 2 Subdivision in the following two (2) courses: South  $47^{\circ}16'17''$  East 30.00 feet; thence South  $55^{\circ}30'00''$  East 105.43 feet; thence leaving said South Boundary Line South  $07^{\circ}59'55''$  East 26.74 feet; thence South  $41^{\circ}50'02''$  West 32.21 feet; thence South  $48^{\circ}09'58''$  East 33.68 feet to the Point of Curvature 19.50 foot radius curve concave to the North; thence Southeast and Northeast 22.61 Feet along the arc of said curve through a Central Angle of  $66^{\circ}25'19''$  to the Point of Reverse Curvature of a 30.50 foot radius curve concave to the Southwest the radius of which bears South  $24^{\circ}35'17''$  East; thence Northeast and Southeast 42.32 feet along the arc of said curve through a Central Angle  $79^{\circ}30'23''$  to a point from which the radius bears South  $54^{\circ}55'06''$  West; thence North  $35^{\circ}56'56''$  East 74.09 feet to a point on the Boundary Line of said Harrisburg Lakeside Estates No. 2 subdivision; thence along said Boundary Line in the following two (2) courses: South  $02^{\circ}20'08''$  East 38.40 feet; Thence North  $01^{\circ}16'37''$  East 44.77 feet to the Southeast corner of Lot 11 of said Harrisburg Lakeside Estates No. 2 Subdivision; thence leaving said Boundary Line South  $07^{\circ}33'26''$  East 20.83 Feet; Thence South  $35^{\circ}56'56''$  West 156.82 feet; thence North  $48^{\circ}09'58''$  West 10.74 feet; Thence South  $35^{\circ}56'56''$  West 80.42 feet; thence North  $48^{\circ}09'58''$  West 44.45 feet; thence North  $68^{\circ}58'39''$  East 44.95 feet; thence North  $49^{\circ}47'17''$  East 80.78 feet; thence South  $48^{\circ}09'58''$  East 93.34 feet; thence North  $41^{\circ}50'02''$  East 6.95 feet; to the Point of Beginning. Harrisburg Lakeside Estates No. 4 Subdivision contains 59,456 square feet or 1.365 acres.

# HARRISBURG LAKESIDE ESTATES #4

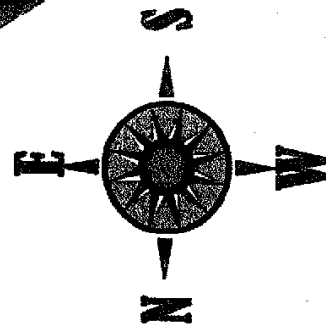
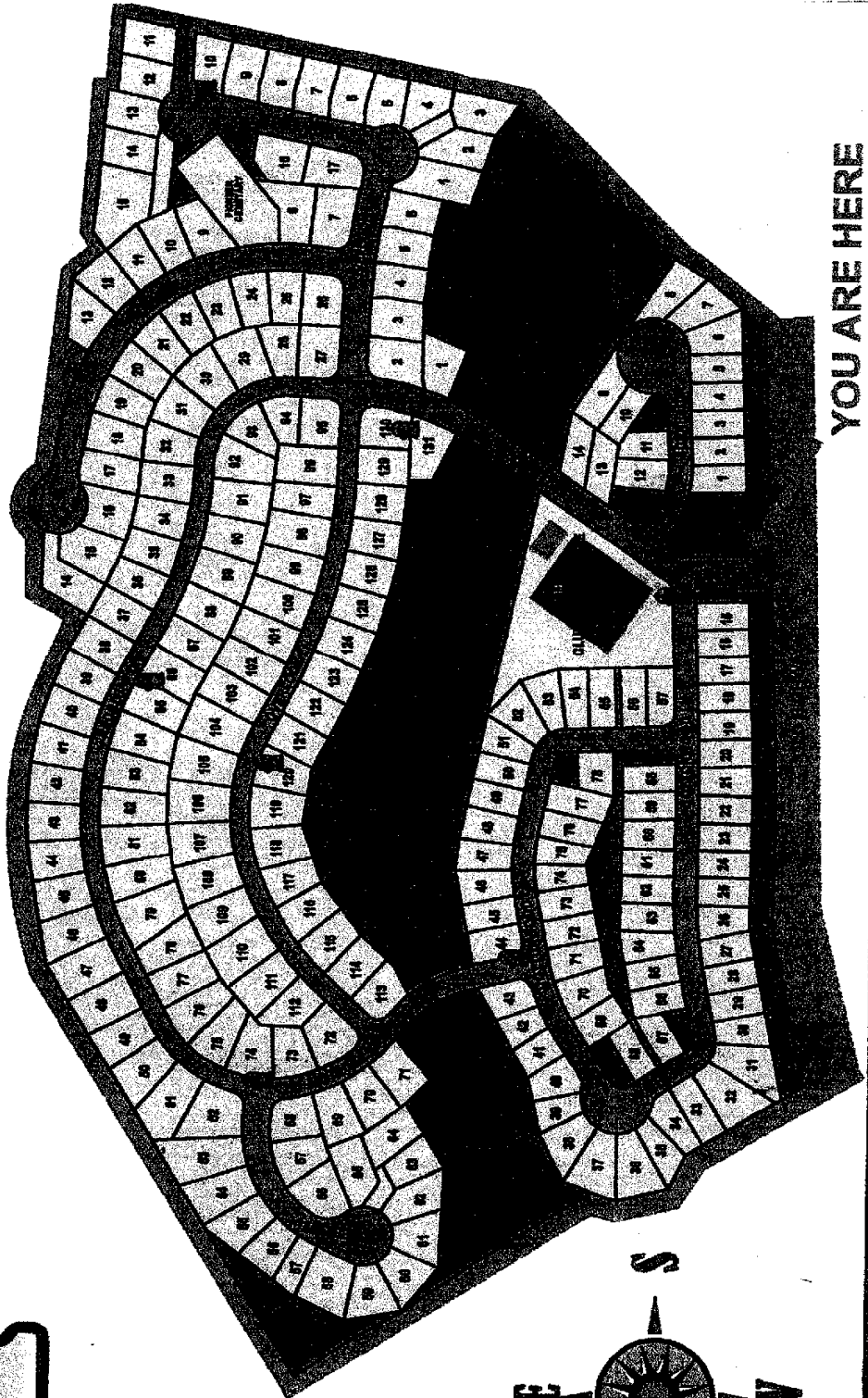


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# Harrisburg

ESTATES



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HARRISBURG ESTATES OWNER'S ASSOCIATION  
CC&Rs -2023

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.

IN WITNESS WHEREOF, the undersigned President of the Harrisburg Estates Owner's Association certifies that the foregoing Amended and Restated Covenants, Conditions, and Restrictions was adopted by an instrument signed by Owners representing not less than fifty-one percent (51%) of the Lots and that such instrument is attached hereto as **Exhibit A**.

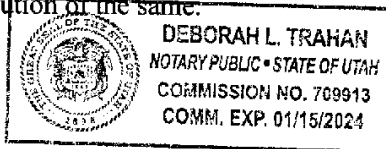
Harrisburg Estates Owner's Association,  
A Utah nonprofit corporation

By: *Jerry Bryant*

HEOA President

STATE OF UTAH )  
 )  
COUNTY OF WASHINGTON )

On the 3RD day of JANUARY, 2024, personally appeared before me JERRY BRYANT whose identity is personally known to me (or proven on the basis of satisfactory evidence), who being by me duly sworn did say that he is the President of the Harrisburg Estates Owner's Association, a Utah nonprofit corporation, the authorized individual empowered to sign this instrument and that said instrument was signed on behalf of said Association and said person acknowledged to me that said Association authorized execution of the same.



*Deborah L. Trahan*  
Notary Public