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The Cliffs Property Owners Association



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After recording mail to:
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THE CLIFFS OF SNOW CANYON

Washington County, Utah

**FOURTH AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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**FOURTH AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE CLIFFS OF SNOW CANYON**

This Fourth Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions (“Declaration”) was approved by the affirmative vote of at least a majority (51%) of the entire membership votes of the CPOA, pursuant to Article XVII, Section 5, of the Third Amended and Restated Declaration (defined below), and amends and restates in its entirety and substitutes for the following:

- Third Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Cliffs of Snow Canyon, recorded with the Washington County Recorder on April 24, 2017, as Document No. 20170016601 (“Third Amended and Restated Declaration”); and
- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for the Cliffs of Snow Canyon whether or not recorded with the Washington County Recorder.

RECITALS

A. The Declarant was the owner of certain real property located in Washington County, Utah, which is generally described as the Cliffs of Snow Canyon project and is more particularly described in Exhibit A attached hereto.

B. The Property contains high scenic and natural values, and the Declarant adopted covenants, conditions, and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing and future owners of the Property, in conjunction with the residential development of the Property as a first-class residential real estate project.

C. The Declarant has filed with the Recorder of Washington County, Utah, certain subdivision plats (collectively the “Plat”).

D. A majority of the Property consists of single-family residential lots. The balance of the Property is Common Area directly supportive of the residential lots within the Property.

E. The Declarant deemed it desirable for the maintenance and preservation of the values and amenities established as aforesaid to establish THE CLIFFS PROPERTY OWNERS ASSOCIATION (formerly known as The Villages at Snow Canyon Property Owners Association), a Utah nonprofit corporation (hereinafter referred to as the “CPOA”), and to delegate and assign certain powers and duties of ownership, operation, administration, maintenance, and repair of certain property within the Property, the enforcement of the covenants, conditions, restrictions, and easements contained herein, and the collection and disbursement of the assessments and charges hereinafter provided to the CPOA.

F. The Property is hereby made subject to the covenants, conditions, restrictions,

reservations, assessments, charges, and liens contained or provided for in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.

G. The Property shall generally be known as "THE CLIFFS OF SNOW CANYON," and by such other or additional names as may have been designated by the Declarant from time to time.

H. 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.

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed, leased, transferred, used, and occupied subject to the provisions of this Declaration, including the covenants, restrictions, reservations, assessments, regulations, charges, and liens contained or provided herein, which are for the purpose of protecting the value and desirability of the Property as a first class residential real estate project, and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns.

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.

Section 1. "Association" shall mean THE CLIFFS PROPERTY OWNERS ASSOCIATION, a Utah nonprofit corporation, and its successors and assigns (formerly known as The Villages at Snow Canyon Property Owners Association).

Section 2. "Board of Directors" or "Board" shall mean the Board of Directors of the CPOA.

Section 3. "Common Area" shall mean all of the land presently owned or otherwise held, if any, or to be so acquired or held in the future by the CPOA and all improvements constructed hereon, and all personal property owned by the CPOA located thereon, excepting therefrom that portion of Sand Hollow Wash described in the Deed of Dedication, which shall not be governed by this Declaration. The term shall include all Exclusive Common Area, as defined herein, unless otherwise indicated by the context. Generally, all utility pipes, lines, or systems servicing the club house, pool area, and landscaping; roads and streets; walkways; the club house and pool facility; and tennis facility constitute the Common Area.

Section 4. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically defined and determined by the Board and the Design Review Committee.

Section 5. "Declarant" shall mean Snow Canyon Development, Inc., a Utah corporation, its successors and assigns (references herein to the Declarant are for historical purposes and context).

Section 6. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use of the Owners of one (1) or more of the Lots in the Property.

Section 7. "Governing Documents" shall mean and refer to the Articles, Declaration, Plat, Bylaws, Rules, and any other written instrument by which the CPOA may exercise powers or manage, maintain, or otherwise affect the Property, and any amendments to these documents.

Section 8. "Limited Common Area" shall mean and refer to certain portions of the Common Area designated on a recorded Plat as reserved for use by the Owner of a certain Lot or Lots to the exclusion of other Owners. Limited Common Areas shall include any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, spas and hot tubs, water features, and other apparatus appertaining to a Lot specifically, if such are outside of the boundary lines of the buildable pad or the Lot.

Section 9. "Members" shall mean the Owners, as described in Article II hereof.

Section 10. "Owner" or "Ownership" shall mean the record owner, whether one (1) or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record but excluding mortgagees, contract sellers, or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure, or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer, or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

Section 11. "Property" shall mean the real property located in Washington County, Utah, which is described in Exhibit A, attached hereto and incorporated herein by this reference, together with such additions and improvements thereto as may now be located on said real property or as may hereafter be conveyed or brought within the ownership or jurisdiction of the Association including additional lands annexed thereto.

ARTICLE II – THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the CPOA. Membership shall be appurtenant to and may not be separated from Ownership of a Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Owner shall constitute one (1) Member. Upon acquisition of a Lot a Member shall give the CPOA the Member's mailing address. The Member shall at all times keep the CPOA advised of the Member's current mailing address.

Section 2. Membership Classes and Voting. There shall be one (1) vote allowed for each Lot. If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such a manner as the persons and/or entities constituting the same shall determine, but the decision of the Board as to the authority conferred upon one (1) or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding.

Section 3. Board.

(a) The administration of the Property on behalf of the CPOA shall be conducted by a Board, which is referred herein as the "Board." Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the CPOA.

(b) The Board, for the benefit of the Property and the CPOA, shall manage the business, property, and affairs of the CPOA and shall enforce the provisions of this Declaration. The Board shall have the powers, duties, and responsibilities with respect to the Property as contained in this Declaration, the Articles, and the Bylaws, as well as any other applicable law.

(c) The fiscal year of the CPOA shall end on December 31 of each year, or as otherwise determined by the Board.

(d) The Board may adopt a resolution disqualifying an individual from serving as a director because the individual is a sex offender as defined in Utah Code 77-27-21.7.

Section 4. Meetings of the CPOA.

(a) There shall be an annual meeting of the CPOA each year as set by the Board, either at the Property or at such other place in Washington County, Utah, as may be designated by the Board.

(b) Special meetings of the CPOA may be held at any time at the Property or at some other place in Washington County, Utah, to consider matters which, by the terms of this Declaration, law, or the Bylaws, require the approval of all or some of the Owners, or for any other reasonable purpose.

Section 5. Officers.

(a) The Board shall perform its functions and responsibilities through those members

of the Board who are elected as officers annually by the Board and through such agents or employees as the Board may appoint. The Board may appoint such assistant officers as the Board may deem to be necessary or desirable. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the Members votes otherwise.

(b) Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Board then serving.

Section 6. Other Matters. The CPOA has adopted Bylaws containing more detailed provisions governing the internal affairs of the CPOA, which may be amended from time to time as provided for in the Bylaws.

Section 7. Control of Common Areas. The CPOA is responsible for the exclusive management and control of the Common Area and all improvements thereon and shall maintain the same as provided in Article VII. The CPOA may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 8. Power to Exercise Rights. The CPOA may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the Bylaws, or any Utah law applicable to nonprofit corporations, 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.

ARTICLE III – STATUS OF OWNERS; BOARD OF DIRECTORS

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the CPOA. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the CPOA, the Board or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles, the Bylaws, or by applicable law.

Section 2. Management of CPOA and Property. The management and maintenance of the Property and the business, property, and affairs of the CPOA shall be managed by a Board as provided in this Declaration, the Articles, and the Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board shall be binding upon all of the Owners and their successors and assigns.

Section 3. Powers and Duties of the Board. The Board, acting on behalf of the CPOA, shall have all the powers, duties, and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

(a) To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the Property including the authority to enforce the Property Development Guidelines as the Board deems necessary.

(b) To engage the services of a manager or managing company, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation for their services; provided, however, that any management agreement may be terminated by the Board for cause upon thirty (30) days' written notice and the term of any said management agreement generally shall not exceed one (1) year, renewable by agreement for successive one (1) year periods.

(c) To operate, maintain, repair, improve, and replace the Common Areas, including the entering into of agreements for the use and maintenance of the Common Areas and adjacent contiguous property for the benefit of the CPOA.

(d) To determine and pay Common Expenses and other expenses of the CPOA.

(e) To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners.

(f) To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(g) To open bank accounts on behalf of the CPOA and to designate the signatures therefor.

(h) To purchase, hold, sell, convey, mortgage, or lease any one (1) or more Lots in the name of the CPOA or its designee.

(i) To bring, prosecute, and settle litigation for itself, the CPOA, and the Property.

(j) To obtain insurance for the CPOA with respect to the Common Areas, and for the CPOA's officers, directors, and employees, as well as worker's compensation insurance as needed.

(k) To repair or restore the Property following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation.

(l) To own, purchase, lease, hold, sell, or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the business and affairs of the CPOA and the Board and in the operation of the Property.

(m) To keep adequate books and records that will be available to the Owners for inspection on a reasonable basis.

(n) To do all other acts necessary for the administration, operation, and maintenance of the Property, including the maintenance and repair of any improvements on the Property if the same is necessary or desirable to protect or preserve the Property.

Section 4. Delegation of Powers. The Board may delegate to a manager or managing company all of its powers, duties, and responsibilities referred to in Section 3 above except: the

final determination of common expenses, budgets, and assessments based thereon; the promulgation of rules and regulations; the power to purchase, hold, sell, convey, mortgage, or lease any property in the name of the CPOA; or any other power, duty, or responsibility nondelegable by law.

Section 5. Limited Liability of Board and Design Review Committee. The Board and the Design Review Committee, and their officers, assistant officers, agents, and employees (a) shall not be liable to the Owners as a result of their activities, as such, for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (b) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the CPOA in their capacity as such; (c) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (d) shall have no personal liability arising out of the use, misuse, or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Section 6. Indemnification. The CPOA hereby indemnifies and holds harmless any persons, their heirs and personal representatives, from and against all personal liability and all expenses, including attorney fees, incurred or imposed or arising out of or in settlement of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, instituted by any one (1) or more Owners or any other persons or entities to which the person shall be or shall be threatened to be made a party by reason of the fact that the person was a member of the Board or an officer or assistant officer, member, attorney, or manager of the CPOA or the Design Review Committee, other than to the extent, if any, such liability or expense shall be attributable to willful misconduct or bad faith; provided, further, that in the case of any settlement that the Board shall have approved, the indemnification shall apply only when the Board approves the settlement as being in the best interests of the CPOA. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Board or otherwise. The indemnification by the Owners as contained herein shall be paid by the Board on behalf of the Owners and shall constitute a common expense and shall be assessed and collectable as such.

Section 7. No Amendment Without Consent. The provisions of Section 5 and Section 6 above may not be amended with any retroactive effect so as to limit the rights of any persons otherwise entitled to the benefits thereof.

ARTICLE IV – OWNERSHIP OF COMMON AREAS

The CPOA, as a separate entity, shall own the Common Areas.

Section 1. Right of Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Areas subject to this Declaration. However, the Board, by rule, may restrict a sex offender, as defined in Utah Code Section 77-27-21.7 from accessing a protected area that is maintained, operated, or owned by the Association, including the pool area and clubhouse, subject to the exceptions described in subsection 77-27-21.7(3).

Section 2. Limited Common Area Rights. Each Owner of a Lot is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Area appurtenant to and reserved exclusively for the use of such Owner's Lot. The Limited Common Area appurtenant to any given Lot is or shall be indicated on the approved Plat Maps. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Lot with which it is associated. Notwithstanding the exclusive license set forth herein, each Owner and the CPOA shall have a right of ingress and egress over, across, through, or under the Limited Common Areas as may be reasonably necessary to perform any obligations hereunder, or to perform any necessary or desirable repairs, replacements, restoration, or maintenance in connection with the Common or Limited Common Areas or in connection with utilities.

Section 3. Exclusive Common Area Rights. Exclusive Common Area refers to those portions of the Common Area which are for the exclusive use by the Owners of one (1) or more Lots within the Property. Changes in the Exclusive Common Area may be made by a majority vote of the Owners of the CPOA present (in person, by proxy, or by ballot) at a particular called meeting of the CPOA, or previously approved by the Declarant at any time during the Declarant Control Period. Permanent structures such as swimming pools, spas, patios/decks, pergolas, etc. may not be built in the Exclusive Common Area. In general, these areas can only be landscaped and maintained by the Owner to whom the exclusive use is granted.

Section 4. Easements for Encroachments. If any part of a Lot encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances on the Common Areas. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the buildings or any improvements constructed or to be constructed within a Lot, by error in a Plat Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property, or any part thereof, in accordance with the provisions of this Declaration.

Section 5. Delegation of Use. An Owner may delegate, in accordance with this Declaration, the Articles, and the Bylaws, the right to use and enjoyment of the Common Areas to members of the Owner's family, tenants, or contract purchasers who reside in or occupy the Lot.

ARTICLE V – ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Board in accordance with the following provisions:

Section 1. Shares of Common Expenses; Base Assessments. Each Owner of a Lot, by acceptance of the Owner's deed or recorded contract of sale, is deemed to covenant and agree to pay Base Assessments and shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include but are not limited to the following services obtained by the CPOA: road and sidewalk maintenance or replacement, street sweeping, utility line maintenance, landscaping, installation and maintenance of any walkways or paths, security systems and security personnel and equipment and facilities, fencing and gates, installation and maintenance of Common Area facilities (including clubhouse, swimming pool complex, and tennis court), and the cost of the administration of the Property (including accounting, legal, equipment, insurance, personnel, and overhead), and the cost of liability insurance covering the CPOA and its Board, officers, and employees. The CPOA, in its discretion may bill specific Owners for specific services (such as cable television, internet service, Entrada Country Club Associate membership or repairs and maintenance of an Owner's improvements and land, as a special assessment against the applicable Owner and the Lot of that Owner. It is expressly understood that the certain services, such as cable television, internet service, and Entrada Country Club Associate membership may or may not be provided by the CPOA and is subject to the discretion of the Board, and that certain services such as water and sewer services may be provided by other entities such as a public water and sewer district or a municipality.

The CPOA 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 other Common or Limited Common Areas from the activities of St. George City or Ivins City and Washington County or other governmental entities as applicable, in maintaining, repairing, or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise, is in the City up to and including the meters for individual Lots, and that they are installed and shall be maintained to City Specification.

The CPOA and its Members hereby convey and warrant pursuant to §§ 57-8a-212 and 57-8a-302 of the Act, and Utah Code § 57-1-20, to attorney Bruce C. Jenkins, of the law firm Jenkins Bagley Sperry, PLLC, or any other attorney that the CPOA engages to act on its behalf to substitute for Bruce C. Jenkins, 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.

Section 2. Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of twelve percent (12%) per annum. The Board may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual or special assessments, together with interest, reasonable attorney fees, and all costs and expenses incurred by the Board incident to the collection

of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time of the assessment became due or at any time thereafter. The CPOA 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.

Section 3. Fines. The CPOA, through its Board, shall have the power to assess fines for violations of the CPOA's Governing Documents and 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.

Section 4. No Waiver or Exemption from Assessments. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by 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 of abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the CPOA or Board to take some action or perform some function required to be taken or performed by the CPOA or Board under this Declaration, the Articles, or the Bylaws, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the CPOA, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 5. Delinquent Owner. As used in this section, "Delinquent Owner" means a Lot Owner who fails to pay an assessment when due.

- (a) The Board may terminate a Delinquent Owner's right:
 - (i) to receive a utility service for which the Owner pays as a common expense; or
 - (ii) of access to and use of recreational facilities.
- (b) (i) Before terminating a utility service or right of access to and use of recreational facilities under Subsection (a) the Manager or Board shall give the Delinquent Owner notice. Such notice shall state:
 - (A) that the CPOA will terminate the Delinquent Owner's utility service or right of access to and use of recreational facilities, or both, if the CPOA 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; and
 - (C) the Owner's right to request a hearing under Subsection (c).
- (ii) A notice under Subsection (b)(i) may include the estimated cost to reinstate a utility service if service is terminated.

(c) (i) The Delinquent Owner may submit a written request to the Board for an informal hearing to dispute the assessment.

(ii) A request under Subsection (c)(i) shall be submitted within fourteen (14) days after the date the Delinquent Owner receives the notice under Subsection (b)(i).

(d) The Board shall conduct an informal hearing requested under Subsection (c)(i) in accordance with the hearing procedures of the CPOA.

(e) If the Delinquent Owner requests a hearing, the CPOA may not terminate a utility service or right of access to and use of recreational facilities until after the Board:

- (i) conducts the hearing; and
- (ii) enters a final decision.

(f) If the CPOA terminates a utility service or a right of access to and use of recreational facilities, the CPOA 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.

(g) The CPOA may:

- (i) levy an assessment against the Delinquent Owner for the cost associated with reinstating a utility service that the CPOA terminates as provided in this section; and
- (ii) 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 under Subsection (b)(ii).

Section 6. Rights to Collect From Tenant.

(a) The Board may require a tenant under a lease with a Lot Owner to pay the CPOA 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 CPOA is paid the amount owing. Before requiring a tenant to pay lease payments to the CPOA, the CPOA's manager or Board shall give the Lot 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 CPOA 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 CPOA's manager or Board gives the Lot Owner notice, the CPOA's manager or Board may exercise the CPOA'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 CPOA, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the CPOA 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 CPOA 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 CPOA 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 CPOA 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 the CPOA as required under this Section.

(d) Within five (5) business days after the amount owing is paid, the CPOA's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the CPOA. The manager or Board shall mail a copy of this notification to the Lot Owner. The CPOA shall deposit money paid to the CPOA under this Section in a separate account and disburse that money to the CPOA until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid. The CPOA shall, within five (5) business days after the amount owing is paid, pay to the Lot Owner any remaining balance.

Section 7. Special Assessments. The CPOA may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote of a majority of the Owners. Special Assessments may be levied to pay or defray expenses that are not otherwise covered by Base Assessments against the Lots. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

Section 8. Computation of Assessment. At least annually the Board shall prepare and adopt a budget for the CPOA 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 § 57-8a-215 of the Act.

Section 9. Reserved.

Section 10. 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:

- (i) common planning, facilities, and infrastructure;
- (ii) obligations arising from an environmental covenant;
- (iii) community programming;
- (iv) resort facilities;
- (v) open space;
- (vi) recreational amenities;
- (vii) charitable purposes;
- (viii) CPOA expenses as defined in Utah Code § 57-1-46(1)(a).

(b) No reinvestment fee assessment shall 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 CPOA may assign the charges directly to the Association's manager.

(c) 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.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments: (a) all Common Area, and (b) all property dedicated to and accepted by any governmental authority or public utility.

ARTICLE VI – PURPOSE OF PROPERTY AND CERTAIN RESTRICTIONS ON USE

Section 1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration, and control of the Property as a first-class residential community.

Section 2. Use as Residence Only. The Lots may be occupied and used only for single-family residential purposes, and for such incidental purposes as may be approved by the Board. Any time-sharing, fractional ownership, or any other similar arrangement, whereby the use of a Lot is in effect allocated between different persons for separate repeating time intervals, is expressly prohibited. Each Owner shall use or occupy the Owner's Lot in a manner consistent with all applicable Washington County and St. George City rules and regulations.

Section 3. Use of Parking Facilities and Roadways; Storage. An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, buses, boats, bicycles, motorbikes, motorcycles, trailers, and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

Vehicles must be stored within an enclosed garage with a door height of not to exceed nine (9) feet, unless it is a commercial vehicle in the process of being loaded or unloaded, and then such commercial vehicle shall not be parked in the project overnight. Boats, trailers, buses, motor homes, trucks or campers shall not be parked for longer than twelve (12) hours on any street within the Property and such vehicles may not be parked overnight.

Section 4. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

(a) Keeping Outside Areas Clean and Sightly. The Owners shall not place or store anything within the Common Areas without the prior written consent of the Board or its designee except in a facility specifically designated or approved for storage. All Owners shall keep their residences and their Lots in a reasonably clean, safe, sightly, and tidy condition, except for reasonable activities permitted by the Design Review Committee during the construction of a residence or authorized improvement. No clotheslines will be permitted. Any tires, lawnmowers, garden equipment, children's toys, and other similar items must be stored and appropriately screened from the public view when not in use. No antennas or television "dishes" or other similar items may be placed upon any of the Common Areas without the express written consent of the Board. Refuse, garbage, and trash shall be kept at all times in a covered container, and such covered container shall be screened from view at all times other than a specified regular time period for garbage pick-up.

(b) Notices and Signs. No sign, advertisement, notice, lettering, or descriptive design (other than street numbers) shall be posted, displayed, inscribed, or affixed to the exterior of any structures located on any Lot, except as provided below. Any sign approved for display shall be no larger than six (6) square feet.

(i) Religious and Holiday Signs.

(A) The Association may not abridge the rights of a Lot Owner to display a religious or holiday sign, symbol, or decoration: (1) inside a dwelling unit on a Lot; or (2) outside a dwelling unit on: (a) a Lot; (b) the exterior of the dwelling unit, unless the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the exterior; or (c) the front yard of the dwelling unit, unless the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the yard.

(B) The Association may, by rule, prohibit a religious or holiday sign, symbol, or decoration on the exterior of the dwelling unit and on the front yard of the dwelling unit where the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for the exterior or front yard.

(C) Notwithstanding Subsection (i)(A) above, the Association may adopt, by rule, a reasonable time, place, and manner restriction with respect to a display that is: (1) outside a dwelling on: (a) a Lot; (b) the exterior of the dwelling; or (c) the front yard of the dwelling; and (2) visible from outside the Lot.

(ii) Political Signs.

(A) The Association may not prohibit a Lot Owner from displaying a political sign: (1) inside a dwelling unit on a Lot; or (2) outside a dwelling unit on: (a) a Lot; (b) the exterior of the dwelling, regardless of whether the Association has an ownership interest in the exterior; or (c) the front yard of the dwelling unit, regardless of whether the Association has an ownership interest in the yard.

(B) The Association may not regulate the content of a political sign.

(C) Notwithstanding Subsection (ii)(A) above, the Association may, by rule, reasonably regulate the time, place, and manner of posting a political sign.

(D) The Association's design criteria may not establish design criteria for a political sign.

(iii) For-Sale Signs.

(A) The Association may not prohibit a Lot Owner from displaying a for-sale sign: (1) inside a dwelling unit on a Lot; or (2) outside a dwelling unit on: (a) a Lot; (b) the exterior of the dwelling unit, regardless of whether the Association has an ownership interest in the exterior; or (c) the front yard of the dwelling unit, regardless of whether the Association has an ownership interest in the yard.

(B) Notwithstanding Subsection (iii)(A), the Association may, by rule, reasonably regulate the time, place, and manner of posting a for-sale sign.

The CPOA 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. The CPOA may, by rule of the Board, restrict the display of a United States flag on the Common Area.

(c) Obstructing Common Areas. Owners shall not obstruct Common Areas. Owners shall not place or store anything within the Common Areas without the prior written consent of the Board or its designee.

(d) No Fireworks, Projectiles, or Drones. The discharge of firearms, firecrackers, projectiles (whether powered by gunpowder, air, or other material), drones (unmanned aircraft), or fireworks is forbidden on the Lots and Common Areas without the express written consent of the Board. The Board by rule may recognize an exception for drones if state or federal law hereafter modifies or alters this prohibition on drone use within the Property.

(e) Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats, or other domesticated household pets may be kept in a dwelling unit, provided that said pets are not kept to be bred, boarded, or maintained for commercial gain, and subject to the reasonable rules and regulations adopted by the Board, and the right of the Board to direct the Owner to remove the pet from the Lot if the Board determines the pet(s) to be a nuisance. A dog which repeatedly barks or a cat that howls, whether or not within the Owner's yard will be considered to be a nuisance. No outside dog houses, dog runs, or other pet enclosures or accommodations are allowed.

(f) Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Lot or in the Common Area. No light shall be emitted or reflected from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises, or noxious or offensive odors, shall be emitted from any Lot. No motorcycle/ATV or similar device shall be operated on the Property for recreational or access purposes. Bicycles and "trail bikes" may only be used on roadways and bike paths. The Board may terminate the use of a vehicle on the Property if such vehicle is not strictly limited to access use.

(g) Architectural Control. Except as otherwise expressly provided herein, no building, fence, driveway, excavation, or improvement of any kind shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be

made (including without limitation any closing in a porch or balcony), by any Owner until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing by the Design Review Committee, as to harmony of external design and location in relation to surrounding structures and topography, and in relationship to the quality and appearance of the Property.

(h) Compliance with Rules and Regulations. Owners shall not violate any rules and regulations for the use of Common Areas adopted by the Board and furnished in writing to the Owners. Fines and other penalties for violations thereof may be imposed and enforced by the Board for violations of such rules and regulations, and it is expressly understood that Owners may be held responsible for acts of their tenants and invitees.

(i) Limitation of Owners' Use. Owners' rights to the use of Common Area shall be restricted to their personal family, tenants, and guests, with the right of the Board to reasonably limit the number of guests which an Owner, tenant, or lessee may invite to use such facilities.

(j) Interruption of Drainage. No change in the elevation of a Lot or the structures approved for that Lot may 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 CPOA, in its sole discretion, considers detrimental. The CPOA may cause the property to be returned to its initial condition at the expense of the Owner.

(k) Fences. No fences or walls shall be allowed on any Lot without the prior written consent thereto from the CPOA or the Design Review Committee of the CPOA.

(l) Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any property operated by the CPOA nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

(m) Recreation Use of Lakes and Ponds. Lakes and ponds within the Property shall not be used for swimming or for boating of any kind.

(n) 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, provided however, that such a device will be allowed if it is 36 inches or less in diameter and if it is substantially shielded from view and painted the same color as the exterior walls of the house. 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; provided the FCC regulated dish is placed in a location screened from view of the streets. Location of an FCC approved dish may not be restricted by the CPOA so as to cause unreasonable delay in installation; unreasonable increases 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 CPOA 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 CPOA harmless and indemnify the CPOA in the event that 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.

(o) Guests. Owners 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.

Section 5. Requirement of Development Permit. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed, or permitted to remain on or under the surface of any Lot, and no construction activities or removal of trees, shrubs, or other similar vegetation shall be commenced, until a written development permit has been issued therefor by the Design Review Committee specifically authorizing such structure, improvement, or activity.

IT IS EXPRESSLY UNDERSTOOD THAT ALL LOTS ABUTTING THE ENTRADA DEVELOPMENTS MUST MEET STRICT DESIGN AND CONSTRUCTION AND LANDSCAPING GUIDELINES TO BE IMPOSED BY THE BOARD so that the exterior architecture and design of those improvements are consistent and compatible for that specific area.

Section 6. Lease Restrictions. An Owner may lease the Owner's Lot or dwelling unit subject to the following:

(a) Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and that any failure by lessee to comply with the terms of such documents shall be a default under the lease;

(b) No Lot or dwelling unit shall be leased for transient purposes. Except as provided in Section 7 below, a lease for a period of less than six (6) months shall be deemed a lease for transient purposes. Failure by an Owner to comply with Subsection (b) shall be deemed a default hereunder by such Owner and the Board, after affording the Owner an opportunity to be heard, may levy a fine against such Owner in accordance with a schedule of fines adopted by the Board. The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing from the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney fees incurred in connection therewith, and (iii) deem the Lot or dwelling unit owner-occupied and terminate all further rights of the Owner to lease the Owner's dwelling unit or Lot;

(c) Except as provided in Section 7 below, no Owner shall lease less than the entire Lot or dwelling unit;

(d) Copies of all leases shall be provided to the Board for its records (with the lease amount redacted, if desired by the lessee or Owner) together with the telephone number and name of the lessee and any change in the address or telephone number of the Lot or dwelling unit Owner; and

(e) No Owner may designate a family member, friend, or invitee as either an Owner or a tenant in order to avoid the intent of this provision.

Section 7. Internal Accessory Dwelling Unit. For an internal accessory dwelling unit (“IADU”) approved by the local governmental authority pursuant to Utah Code §§ 10-9a-530 or 17-27a-526, the Owner shall provide to the Association, upon request and as a condition to maintain an IADU within the existing footprint of the Owner’s dwelling unit, the following information:

- (a) Copies of IADU permits from the local governmental authority;
- (b) Proof of additional parking required by the local governmental authority;
- (c) Copies of business licenses for operating an IADU;
- (d) Copies of liens, if any, held on an IADU by the local governmental authority; and
- (e) Verification of the minimum lot size required for an IADU, if any, by ordinance of the local governmental authority.

Section 8. 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.

Section 9. Electronic Vehicle Charging. The Association may not prohibit a Lot Owner from installing or using a charging system in: (a) a parking space: (i) on the Lot Owner’s Lot; and (ii) used for the parking or storage of a vehicle or equipment; or (b) a Limited Common Area parking space designated for the Lot Owner’s exclusive use. However, the Association may: (a) require a Lot Owner to submit an application for approval of the installation of a charging system to the Board; (b) require the Lot Owner to agree in writing to: (i) hire a general electrical contractor or residential electrical contractor to install the charging system; or (ii) if a charging system is installed in a Common Area, provide reimbursement to the Association for the actual cost of the increase in the Association’s insurance premium attributable to the installation or use of the charging system; (c) require a charging system to comply with: (i) the Association’s reasonable design criteria governing the dimensions, placement, or external appearance of the charging system; or (ii) applicable building codes; (d) impose a reasonable charge to cover costs associated with the review and permitting of a charging station; (e) impose a reasonable restriction on the installation and use of a charging station that does not significantly: (i) increase the cost of the charging station; or (ii) decrease the efficiency or performance of the charging station; or (f) require a Lot Owner to pay the costs associated with installation, metering, and use of the charging station,

including the cost of: (i) electricity associated with the charging station; and (ii) damage to a Common Area, a Limited Common Area, or an area subject to the exclusive use of another Lot Owner that results from the installation, use, maintenance, repair, removal, or replacement of the charging station.

A Lot Owner who installs a charging system shall disclose to a prospective buyer of the Lot: (a) the existence of the charging station and (b) the Lot Owner's related responsibilities under this Section.

Unless the Lot Owner and the Association or the Declarant otherwise agree: (a) a charging station installed under this Section is the personal property of the Lot Owner of the Lot with which the charging station is associated; and (b) a Lot Owner who installs a charging station shall, before transferring ownership of the Owner's Lot, unless the prospective buyer of the Lot accepts ownership and all rights and responsibilities that apply to the charging station under this Section: (i) remove the charging station; and (ii) restore the premises to the condition before installation of the charging station.

As used in this Section, the terms "charging system," "general electrical contractor," and "residential electrical contractor" are as defined in § 57-8a-801 of the Act.

Section 10. Solar Energy Systems. The provisions of §§ 57-8a-701 through -703 of the Act allowing solar energy systems under certain conditions, do not apply to (a) any express prohibition or an express restriction on a Lot Owner's installation of a solar energy system set forth in a declaration of this Association recorded before January 1, 2017, or created by official Association action taken before January 1, 2017, and (b) during the "period of administrative control" as defined in § 57-8a-102(19) of the Act. To the extent this Association did not have such restrictions in place prior to January 1, 2017, then any application to the Association for a solar energy system must comply with the requirements and limitations set forth in § 57-8a-701 through -703 of the Act. As used in this Section, the term "solar energy system" is as defined in § 57-8a-102(22) of the Act.

ARTICLE VII – MAINTENANCE

Section 1. General Maintenance, etc. The maintenance, alteration, replacement, and repair of the Common Areas shall be the responsibility of the CPOA. The Board, as part of its responsibility, shall maintain, repair, and provide for maintenance on all roadways constituting part of the Common Areas. All costs associated with maintenance, repair, or replacement of Exclusive Common Areas shall be the obligation of the Owners to which the Exclusive Common Area is assigned.

Section 2. Owners Responsibility. The maintenance, repair, and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the CPOA. This includes all structures, parking areas, if any, landscaping and other improvements comprising the Lot and any appurtenant Limited Common Areas, in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by the CPOA. If such maintenance obligation is assumed by the CPOA for any period of

time, this does not require the CPOA to continue such maintenance and the CPOA can terminate such maintenance obligation upon thirty (30) calendar days written notice to the Lot Owner. If any Owner fails to properly perform this maintenance responsibility, the CPOA may perform it and assess all costs incurred by the CPOA against the Lot and the Owner thereof. The CPOA shall afford the Owner reasonable notice and an opportunity to cure the problem prior to the CPOA assuming this responsibility.

The area between the curb and sidewalk or the sidewalk and any rock wall, if any, shall be the responsibility of the Owner.

Section 3. Access. The Board, or its authorized representative, after giving not less than twenty-four (24) hours advance notice posted to the Lot, may access a Lot from time to time during reasonable hours, as necessary for maintenance, repair, or replacement of any of the Common Areas. If repair to a Lot or Common Area—that if not made in a timely manner—will likely result in immediate and substantial damage to a Common Area or another Lot or dwelling unit, then the Board may enter the Lot to make the emergency repair upon such notice as is reasonable under the circumstances.

ARTICLE VIII – INSURANCE AND CASUALTY LOSSES

Section 1. Blanket All-Risk Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements located in 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.

Section 2. Public Liability Insurance. The Board shall obtain a public liability policy covering the Common Area, the CPOA and Owners for all damage or injury caused by the negligence of the CPOA or any of its Owners 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.

Section 3. Premium Payment. Premiums for all insurance on the Common Areas shall be Common Expenses of the CPOA and shall be included in the Base Assessment. 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.

Section 4. Insured. All insurance coverage obtained by the CPOA shall be written in the name of the CPOA as trustee for the respective benefited parties, as further identified in Section 4(b) below. Such insurance 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 to 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 CPOA its Owners and their mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the CPOA on the Property shall be vested in the CPOA 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 CPOA hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) The CPOA shall be required to make every reasonable effort to secure insurance policies that provide (1) a waiver of subrogation by the insurer as to any claims against the CPOA Board, its manager, the Design Review Committee, the Owners and their respective tenants, servants, agents, and guests; (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash; (3) 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; (4) 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 CPOA or its duly authorized manager without prior demand in writing delivered to the CPOA to cure the defect and the allowance of reasonable time thereafter within which the defect may be cured by the CPOA, its manager, any Owner, or Mortgagee; (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and (6) that the CPOA will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

Section 5. Other Insurance. The Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; director's and officer's liability coverage—which must also cover the committee members of the Board, including without limitation the DRC members, if reasonably available, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the CPOA's funds. The amount of fidelity coverage shall be determined in the Board's 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 CPOA of any cancellation, substantial modification, or non-renewal.

Section 6. 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 CPOA that each Owner shall carry blanket all-risk casualty insurance on the Owner's Lot(s), the

appurtenant Limited Common Areas, and the structures constructed thereon meeting the same requirements as set forth in Article VIII, Section 1, for insurance of 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 structures comprising the Owner's Lot, 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 XIII of this Declaration. The Owner will pay any costs of repair or reconstruction that 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 consistent with the Community-wide Standard.

Section 7. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the CPOA, 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 Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property 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.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Owners representing at least seventy-five percent (75%) of the total vote of the CPOA shall decide within sixty (60) days after the casualty not to repair or reconstruct. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the CPOA in a neat and attractive condition consistent with the Community-Wide Standard.

Section 8. 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 proceed remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the CPOA 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 and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the CPOA 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.

Section 9. 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 shall, without the necessity of a vote of the CPOA, 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 IX – RESERVED

ARTICLE X – EMINENT DOMAIN

Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury, or destruction of all or part of the Common Areas and facilities by the exercise of the power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board shall be entitled to timely written notice thereof and the Board shall participate in the proceedings incident thereto.

ARTICLE XI – NO PARTITION

Except as is permitted in this Declaration or amendments hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article XI shall not be construed to prohibit the Board from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XII – DESIGN REVIEW COMMITTEE

Section 1. Restriction on Construction. No building, fence, wall, or other structures shall be commenced, erected, or maintained by any Owner, nor shall any exterior addition, change, or alterations therein, including a change in the building exterior paint color, be made nor shall any improvements be made within the Owner's property line or in any appurtenant Limited or Exclusive Common Area 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 by the Design Review Committee ("DRC") as to: (a) such proposal's compliance with the Property Development Guidelines; and (b) the harmony of external design and location of the proposal in relation to surrounding structures and topography.

Section 2. Creation of the Design Review Committee. The Board is authorized and directed to appoint the DRC in accordance with the provisions of the Bylaws. The DRC will consist of three (3) to seven (7) members, as determined by the Board. Each member will hold office until such time as the member has resigned or been removed, or until the member's successor has been appointed. Any member of the DRC may at any time resign from the DRC upon written notice delivered to the Board. Members of the DRC need not be Owners of Lots in the Property.

Section 3. Duties of the Design Review Committee. The DRC 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 Property Development Guidelines, and to perform such other duties as are assigned to it by this Declaration or which are, from time to time, delegated to it by the Board.

Section 4. Time for Design Review Committee's Action. In the event the DRC fails to approve, disapprove, or to table pending additional information to be submitted by an applicant, a written request for determination of the plans and specifications may be sent by the applicant to the DRC requesting that the DRC take action on the plans and specifications within thirty (30) days from the date the request is received by the DRC. If the DRC fails to act within such thirty (30) - day period, said plans and specifications will be deemed fully compliant. 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; provided, however, that if the applicant fails to submit additional information that has been requested by the DRC, the matter shall be deemed tabled without time limit until such additional information has been supplied. Nothing herein contained shall be construed as prohibiting the DRC from granting limited approvals of certain elements so as to allow construction to proceed, and tabling for further information items of lesser importance.

Section 5. Meetings of the Design Review Committee. The DRC 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 DRC unless the unanimous decision of its members is otherwise required or unless the DRC has previously acted to delegate certain powers to one (1) or more members of the DRC. The DRC shall keep and maintain a record of all action taken by it at such meetings.

Section 6. Compensation to Design Review Committee Members. Unless otherwise authorized by the CPOA, the members of the DRC 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 DRC function or duty. Professional consultants and providers of secretarial services retained by the DRC shall be paid such compensation as the DRC determines.

Section 7. Amendment to Guidelines. The Property Development Guidelines shall be amended when and in the manner deemed appropriate or necessary by the CPOA to further the philosophy of the CPOA or the practical necessities of making the Property an outstanding and successful community. The Property Development Guidelines are subject to revision by amendment as follows:

(a) At such time as the DRC determines that any portion of the Property Development Guidelines should be revised, the DRC shall send to the Board in written form a proposed amendment outlining the changes and the reasons therefor.

(b) 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.

(c) The Board may also amend the Property Development Guidelines independently.

Section 8. Enforcement. The Property Development Guidelines and the plans as approved by the DRC may be enforced by the DRC, the CPOA, or the Board as provided herein or in the Bylaws of the CPOA. The Board may create a Design and Rules Enforcement Committee and vest any such committee with the authority required to enforce the rules, regulations, and findings of the DRC or the CPOA, or both. The rules and regulations can be enforced in equity.

ARTICLE XIII – DESIGN REVIEW PROCEDURES

Section 1. Review Process. Proper standards of development will be assured to every resident in the Property by the practice of design review as established by the DRC. The DRC is responsible for reviewing and approving all improvements and any revision or alteration to those improvements. The goal of the DRC is to process each submittal fairly, consistently, in a timely manner, and in accordance with the sound professional judgment, and the requirements of the Property Development Guidelines, and this Declaration. The DRC shall establish reasonable procedural rules and may assess a reasonable fee in connection with the review of plans and specifications. The DRC may delegate initial plan review responsibilities to one (1) or more members of the DRC, but a quorum of the DRC shall be responsible for all final approvals.

Section 2. Review Committee's Address. The address of the DRC shall be the principal office of the CPOA as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Property Guidelines shall be kept.

Section 3. Application for Construction. Applications for construction of improvements shall be made available at the office of the DRC or the CPOA's property manager, as the Board may designate from time to time. The CPOA may charge a plan fee that is equivalent to the cost of reviewing the plans. As used in this section, "plans" mean any plans for the construction or improvement of a Lot which are required to be approved by the CPOA before the construction or improvement may occur.

Section 4. Conditions to Approval.

(a) The DRC, before giving such approval, may require that changes be made to comply with the requirements of this Declaration, the Property Development Guidelines, and such additional requirements as the DRC may, in its discretion, impose as to structural features of any proposed improvements, the type of material used, or other features or characteristics thereof not expressly covered by any provisions of this document, including the setting or location of any proposed improvement with respect to topography and finished ground elevations. The DRC may also require or specify, in its discretion, the exterior finish and color, and the architectural style and character of existing improvements within the project.

(b) The DRC, before giving its 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 that unreasonably disadvantages other Owners or is detrimental to the Cliffs as a whole. Until all plans and specifications required for each submittal are determined by the DRC to be complete, the DRC shall have no obligation to review any partial submittal. All completed submittals shall be acted upon promptly by the DRC. The amount of time taken by the DRC for the approval process will vary with the adequacy and complexity of the design information and the completeness of submittal plans. A decision of the DRC 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, provided, however, that the DRC may, within such period, require the submission of additional information without approving or disapproving the submittal. The approval of the DRC 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 DRC, shall not be deemed to constitute a waiver by the DRC 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 matters submitted to the DRC.

Section 5. Request for Reconsideration. An applicant may request reconsideration of a ruling of the DRC by submitting to the DRC a request for reconsideration and written arguments for such reconsideration within thirty (30) days of the date of receipt of the DRC's ruling. The DRC will give its final ruling by answering in writing 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 reconsideration. Failure of the DRC to notify the applicant regarding the reconsideration within thirty (30) days of the date of submittal of the written arguments to the DRC shall be deemed approval of the submittal. Final approvals of the DRC shall be valid for one (1) year from the date of final approval and must be obtained prior to formal submission to the City of St. George or Ivins as applicable, 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 void and an application for the proposed improvement(s) shall be resubmitted to and reconsidered by the DRC. 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 DRC member(s). The DRC shall not be bound in any respect by a verbal approval.

Section 6. Appeal to the Board.

(a) An applicant may appeal the final ruling of the DRC by filing with the Board a petition of appeal together with a written statement as to the ruling from which the appeal is taken and the reasons in support of the applicant's appeal. The Board shall forward the applicant's written statement to the DRC. The DRC shall provide a written response to the Board within ten (10) business days after notification reaches the DRC of the need for such a response. The Board may request such other and additional information or conferences as it deems appropriate. Once the Board has received the foregoing information the Board shall make its decision on or before the next regularly scheduled Board meeting, subject to the requirements of notice as further set out in this paragraph. At such meeting, the Board, at its election, may make a decision on the written submissions and materials or may request that the applicant and a representative of the DRC appear and be heard before the Board. If a hearing is called by the Board, the applicant and DRC shall be

given ten (10) business days advance written notice and the hearing shall be conducted under Subsection (b) below.

(b) At the hearing, the applicant and the DRC party may call witnesses and explain the materials in their written submissions to the Board. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The hearing shall be open to attendance by any Member of the CPOA to the extent of the permissible capacity of the hearing room. The Board may grant continuances of the hearing on a showing of good cause.

(c) The decision of the Board is final and, if good cause is shown, may include a variance of the terms of this Declaration or the Property Development Guidelines. The decision of the Board shall be in writing and shall explain the basis for the decision.

Section 7. Liability of Review Committee etc. Neither the CPOA, the Board, or the DRC, or the members or designated representatives thereof, shall be liable for damages to any Owner or Owner's representative submitting plans or specifications to the DRC or any of the entities named above for approval, or to any Owner or Owner's representative affected by this Declaration or the Property Development Guidelines by reason of mistake of judgment, omission, or negligence unless due to willful misconduct or bad faith of the DRC.

Section 8. Indemnification by Owner. Each Owner, as a condition to obtaining any approval under the Property Development Guidelines, agrees to fully indemnify, protect, defend, and hold harmless the CPOA, and the DRC, and their respective members and representatives, against and from any and all claims, liabilities, lawsuits, and disputes related to any approval and/or approved or disapproved improvement.

ARTICLE XIV – BUILDER APPROVAL

All residential dwellings in the Property shall be constructed by a preferred builder or an approved builder as those terms are defined in the Property Development Guidelines. No residential dwelling shall be constructed by an Owner, the Owner's agent or employee, who is not a preferred builder or an approved builder as those terms are defined in the Property Development Guidelines.

ARTICLE XV – UTILITY SERVICE

Section 1. Dedication of Utility Easements. Declarant has dedicated 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. Declarant granted 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 CPOA for utility or recreational purposes in accordance with the requirements of this Declaration.

Section 2. Treatment of Median Strips. Any median strip located within a public right-of-way shall be considered Common Area and shall be planted and maintained by the CPOA, in accordance with the City's ordinances, policies, and standards.

ARTICLE XVI – GOLF EASEMENTS AND ASSUMPTION OF RISK

Section 1. Stray Ball Easement. Each Owner expressly assumes the risk relating to the proximity of a Lot to any golf course located within or adjacent to the Property, and each Owner agrees that it shall purchase its Lot subject to the following stray ball license and/or easement:

(a) License to Enter Upon Golf Course Lot Prior to Construction of a Residence. Until such time as a residence is constructed upon a Lot, the owner of a golf course adjacent to or within close proximity of a Lot shall have a license to permit and authorize its agents, and registered golf course players and their caddies to enter upon said Lot to recover a ball or play a ball, subject to the official rules of the golf course, without such entering and playing being deemed to be a trespass thereon.

(b) Stray Ball Easement Upon Lot Subsequent to Construction of Residence. After a residence has been constructed upon a Lot adjacent to or within close proximity of a golf course, the Owner of said Lot acknowledges and agrees that, due to the proximity of the Lot to the golf course, stray golf balls might enter upon the Lot. In the event that a golf ball enters upon said Lot, the Owner of said Lot agrees that neither the CPOA nor the owner of the golf course shall be responsible or liable for (i) any damages caused by the stray balls; or (ii) any claim of trespass that the Owner of said Lot may assert or be entitled to assert resulting therefrom.

Section 2. Assumption of Risk by Owner and Indemnification. Each Owner hereby expressly assumes the risk relating to the proximity of the Owner's Lot to any golf course that is within or adjacent to the Property, and each Owner agrees that neither the CPOA, the owner of said golf course, nor their guests, invitees, or clients, nor any entity responsible for the design, construction, ownership, management, or operation of the golf course shall be liable to an Owner or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Lot to the golf course, including without limitation, any claim arising in whole or in part from the negligence of the CPOA and any entity responsible for the design, construction, ownership, management, or operation of the golf course, including the owner of the golf course, against any and all claims by Owner or Owner's invitees or guests.

Section 3. Restricted Access to Golf Course. Notwithstanding the proximity of Lot or Common Area to a golf course, each Owner acknowledges that ownership of any Lot does not convey to said Owner or create in favor of said Owner any interest in or right to the use of the golf course. Use of the golf course shall be strictly limited and controlled by the owner of the golf course, at its sole and absolute discretion.

ARTICLE XVII – GENERAL PROVISIONS

Section 1. Notices. Any notice permitted or required to be delivered as provided herein may be delivered as provided for in the Bylaws.

Section 2. No Waiver. The failure of the Board or the DRC or their agents to insist, in one (1) or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition, or restriction; but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt and acceptance by the Board or the DRC or their agents of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board or the DRC, as the case may be.

Section 3. Enforcement. Excepting only those provisions herein restricting the right of enforcement to the CPOA, the CPOA 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.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 5. Duration and Amendment. (a) The covenants and restrictions of this Declaration shall run with and bind the Property subject hereto for a term of forty (40) years from the January 11, 2001 (date of recording of the original Declaration), after which time they shall be automatically extended for successive periods of twenty (20) years. (b) Amendment of this Declaration shall require, at a meeting of the Members—present in person, by proxy, or by ballot—the affirmative vote of at least a majority (51%) of the entire membership votes of the CPOA. Any amendment shall be effective upon recording in the Washington County Recorder's Office. An instrument amending this Declaration may be executed on behalf of the CPOA, by an authorized officer or Board member thereof, provided that any amendment by the CPOA shall recite that the amendment has been duly approved by the Members of the CPOA, as provided herein. 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. Notwithstanding the right of the Owners to amend this Declaration, the Board shall have the right, upon advice of legal counsel and without Owner approval, to amend this Declaration to conform to any local, state, or federal laws which mandate changes to this Declaration or which laws would render one or more covenants obsolete or contrary to law. (c) 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 of the CPOA. 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.

Section 6. Easement of Enforcement. The CPOA is granted an easement over each Lot subject to this Declaration, 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 CPOA shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorney fees, shall become the personal obligation of the Owner and be a lien against his Lot in the same fashion as if said sums represented monies due for unpaid assessments.

Section 7. Captions, Gender, and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope and intent of this Declaration or any provision thereof. The singular wherever used herein shall be construed to mean the plural wherever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 8. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

Section 9. Reserve Fund. 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.

Section 10. 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 unit, 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.

(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 unit 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 unit 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 unit; (E) creates an unreasonable source of annoyance to persons outside the Lot; or (F) if there are attached dwelling units, creates the potential for smoke to enter another Lot Owner's dwelling unit, 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 unit.

Section 11. 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.

ARTICLE XVIII – COMPLIANCE AND DEFAULT

Each Owner shall be governed by and shall comply with the terms of this Declaration, all exhibits hereto, the Articles, and the Bylaws, and the 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 CPOA, and/or other Owners to all appropriate legal and equitable relief.

Section 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.

Section 2. Cost and Attorney Fees. In any proceeding involving the interpretation or

enforcement of the Governing Documents the prevailing party to the action shall be entitled to recover the costs of the proceeding and reasonable attorney fees, including costs and fees incurred in any appeal.

ARTICLE XIX – EFFECTIVE DATE

This Declaration shall take effect when recorded with the Recorder of Washington County, Utah.

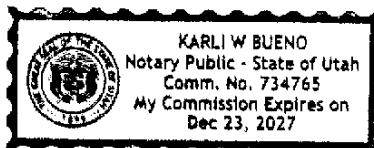
IN WITNESS WHEREOF, the President of the Association hereby certifies, on this 15th day of April, 2024, that this Fourth Amended and Restated Declaration was approved by the affirmative vote of at least a majority (51%) of the entire membership votes of the CPOA.

THE CLIFFS PROPERTY OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: 
Its: President

STATE OF UTAH)
: ss.
County of Washington)

On this 15th day of April, 2024, before me personally appeared Robert C. Heim, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of The Cliffs Property Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.




Notary Public

Exhibit A
(Legal Description)

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

Phase A:

All of Lots 1 through 6, together with all Common Area, Cliffs of Snow Canyon A Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-A-1 through SG-COSC-A-6

Phase B:

All of Lots 95 through 117 and Lots 183 through 198, together with all Common Area, Cliffs of Snow Canyon B Amd & Ext (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-B-95 through SG-COSC-B-117

PARCEL: SG-COSC-B-183 through SG-COSC-B-198

Phase C:

All of Lots 80 through 94, Lots 118 through 121, Lot 122-A, and Lots 123 through 132, together with all Common Area, Cliffs of Snow Canyon C Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-C-80 through SG-COSC-C-94

PARCEL: SG-COSC-C-118 through SG-COSC-C-121

PARCEL: SG-COSC-C-122-A

PARCEL: SG-COSC-C-123 through SG-COSC-C-132

Phase D:

All of Lots 69 through 76, Lot 77-A-1-B, Lots 78 through 79, and Lots 133 through 138, together with all Common Area, Cliffs of Snow Canyon D (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-D-69 through SG-COSC-D-76

PARCEL: SG-COSC-D-77-A-1-B

PARCEL: SG-COSC-D-78 through SG-COSC-D-79

PARCEL: SG-COSC-D-133 through SG-COSC-D-138

Phase E:

All of Lot 171, together with all Common Area, Cliffs of Snow Canyon E (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-E-171

Phase F:

All of Lots 143 through 152, together with all Common Area, Cliffs of Snow Canyon F (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-F-143 through SG-COSC-F-152

Phase G:

All of Lots 44 through 51 and Lots 54 through 60, together with all Common Area, Cliffs of Snow Canyon G (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-G-44 through SG-COSC-G-51

PARCEL: SG-COSC-G-54 through SG-COSC-G-60

Phase H:

All of Lots 199 through 232, together with all Common Area, Cliffs of Snow Canyon H (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-H-199 through SG-COSC-H-232

Phase I:

All of Lots 65 through 67, Lots 139 through 142, and Lots 153 through 154, together with all Common Area, Cliffs of Snow Canyon I (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-I-65 through SG-COSC-I-67

PARCEL: SG-COSC-I-139 through SG-COSC-I-142

PARCEL: SG-COSC-I-153 through SG-COSC-I-154

Phase J:

All of Lots 62 through 64, Lots 155 through 157, and Lots 160 through 164, together with all Common Area, Cliffs of Snow Canyon J (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-J-62 through SG-COSC-J-64
PARCEL: SG-COSC-J-155 through SG-COSC-J-157
PARCEL: SG-COSC-J-160 through SG-COSC-J-164

Phase J Lot 158:

All of Lot 158, together with all Common Area, Cliffs of Snow Canyon J Lots 158 & 159 Amd (SG) Lot: 158 FKA Cliffs of Snow Canyon J, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSS-J-158

Phase K:

All of Lots 165 through 170 and Lots 172 through 175, together with all Common Area, Cliffs of Snow Canyon K (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-K-165 through SG-COSC-K-170
PARCEL: SG-COSC-K-172 through SG-COSC-K-175

Phase L:

All of Lots 7 through 9, Lots 36 through 39, Lot 61, and Lots 176 through 182, together with all Common Area, Cliffs of Snow Canyon L Amd (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-L-7 through SG-COSC-L-9
PARCEL: SG-COSC-L-36 through SG-COSC-L-39
PARCEL: SG-COSC-L-61
PARCEL: SG-COSC-L-176 through SG-COSC-L-182

Phase M:

All of Lot 233, together with all Common Area, Cliffs of Snow Canyon M (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-COSC-M-233

Eastview Cliffs:

All of Lots 1 through 3, together with all Common Area, if any, Eastview Cliffs Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah:

PARCEL: SG-ECS-1 through SG-ECS-3