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Gary Christensen Washington County Recorder

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”), is made and entered into this January 21, 2025, by and between Gateway at Sand Hollow Master Association, a Utah non-profit corporation (“Association”), Western Mortgage & Realty Company, a Washington corporation (“Declarant”) and Hurricane City, a Utah Municipal corporation (“City”). Association, Declarant and City are referred to collectively in this Declaration as the “Parties” or individually as a “Party.”

WHEREAS, Declarant is the owner (or previous owner) of certain real property in Hurricane City, Utah, hereafter referred to in this agreement as the “Property,” which is more fully described in Exhibit A, attached hereto.

WHEREAS, the Property is located within the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT 1-3 (“PID”). As such, the Property is subject to the following matters of public record relating to the PID:

1. Resolution No. 2021-10, of the City Council of Hurricane, Utah providing for the creation of Gateway at Sand Hollow Public Infrastructure District No. 1 and as more particularly described in document recorded July 26, 2021, as Entry No. 20210049928, of Official Washington County Records.
2. Resolution No. 2021-10, of the City Council of Hurricane, Utah providing for the creation of Gateway at Sand Hollow Public Infrastructure District No. 1 and as more particularly described in document recorded August 10, 2021, as Entry No. 20210053501, of Official Washington County Records.
3. Notice of Public Infrastructure District Creation Gateway at Sand Hollow Public Infrastructure District No.1 and as more particularly described in document recorded August 10, 2021, as Entry No. 20210053502, of Official Washington County Records.
4. Resolution No. 2021-10, creation of Gateway at Sand Hollow Public Infrastructure District #1, located in Washington County, as more particularly described in document recorded October 22, 2021, as Entry No. 20210068431, of Official Washington County Records.
5. Corrected Local Entity Final Plat, as more particularly described in document recorded November 5, 2021, as Entry No. 20210071482, of Official Washington County Records.
6. Map, as more particularly described in document recorded November 18, 2022 as Entry No. 20220050366, of Official Washington County Records.

7. Certificate of Creation, the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 2, as more particularly described in document recorded November 18, 2022 as Entry No. 20220050367, of Official Washington County Records.
8. Map, as more particularly described in document recorded November 18, 2022 as Entry No. 20220050369, of Official Washington County Records.
9. Certificate of Creation, the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3, as more particularly described in document recorded November 18, 2022 as Entry No. 20220050370, of Official Washington County Records.

NOW, THEREFORE, Declarant hereby declares that the Declaration for the property shall provide as follows:

**ARTICLE ONE**  
**PURPOSE AND INTENT**

Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive commercial, residential, and resort community for the purpose of development. Therefore, Declarant declares that the Property is subject to the covenants, conditions, restrictions, and easements, which along with the governing documents of the Association ("Governing Documents"), provides for a governance structure and a system of standards and procedures for the development, expansion, maintenance, and preservation of the Property as a master planned commercial, residential, and resort community. The Property may also encompass recreational areas, open space, and other areas deemed by Declarant.

Therefore, to effectuate its intent, the Property is subject to the following covenants, conditions, restrictions, and easements, which, along with the Governing Documents, provides for a governance structure and a system of standards and procedures for the development, expansion, maintenance, and preservation of the Property as a master planned community.

The City requires that maintenance of the park strips and certain other landscape improvements or in other words, areas to be maintained by the Association, located within the PID area, adjacent (or in the general vicinity) to the Property (the "Park Strip(s)") be implemented. The upkeep and maintenance of these Park Strips are essential to ensure a clean, safe, and aesthetically pleasing urban environment while preserving green spaces that contribute to air quality, drainage, and overall community well-being.

**ARTICLE TWO**  
**DECLARATION**

Declarant hereby declares that all of the Property, and such other property that may hereafter be subjected to this Agreement shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to any applicable Subdivision Plat, and other Governing Documents as set forth herein. This Declaration and applicable Subdivision Plats shall be construed as covenants of equitable

servitude; shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

### ARTICLE THREE DEFINITIONS AND CONCEPTS

The following definitions and concepts shall control in this Declaration. Any term not defined in this Declaration shall have its plain and ordinary meaning.

3.1. "Articles" means and refers to the Articles of Incorporation of the Gateway at Sand Hollow Master Association, which are filed with the Utah Division of Corporations and Commercial Code, and includes any amendments or supplements thereto. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

3.2. "Association" means the Gateway at Sand Hollow Master Association, a Utah non-profit corporation, its successors and assigns.

3.3. "Bylaws" means and refers to the Bylaws of the Gateway at Sand Hollow Master Association. The purpose of the Bylaws is to govern the Association's internal affairs, such as (for purposes of example but not limitation) voting, elections, and meetings. A true and complete copy of the Bylaws in effect as of the date hereof are attached hereto as Exhibit B.

3.4. "City" means and refers to Hurricane City, a Utah municipal corporation.

3.5. "Common Area" means and refers to all real property, which the Association owns, leases, manages or otherwise holds possessory rights in, at any given time, for the common use and enjoyment of the Owners.

3.6. "Common Expenses" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

3.7. "Cost Sharing Covenants" means and refers to any declaration of easements and/or covenants between the Association, the Declarant, and/or any third-parties to share in the cost, maintenance, and use of the Park Strips and/or to provide reciprocal easements to and for such things as roadways, parking areas, common areas, recreational facilities, etc.

3.8. "Declarant" means Western Mortgage & Realty Company, a Washington corporation, and its successors or assigns.

3.9. "Declaration" means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

3.10. "Directors", "Board of Directors", or "Board" means the governing body of the Association.

3.11. "Governing Documents" means, collectively, this Declaration, the Articles, the Bylaws, the Design Code, and any amendments or supplements thereto, and includes any rules and regulations established pursuant to the Declaration, Articles, Bylaws, or Design Code. Where the context requires, the term Governing Documents shall include any other documents relevant to those Governing Documents heretofore described.

3.12. "Lot" means and refers to: (a) a separately numbered and individually described plot of land shown on any Subdivision Plat designated as a Lot for private ownership (and where the context requires includes and refers to the dwelling structure

located on a Lot), but specifically excludes the Common Area; and (b) a condominium unit established under the Utah Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code.

3.13. "Maintenance Area" means and refers to the area extending from the curb and including (a) the Park Strip, (b) the asphalt sidewalk or trail, (c) the public utility easement beyond the sidewalk or trail, and (d) any additional space up to and abutting the privacy wall of the [Subdivision name], and (e) any roundabouts within the PID. The Maintenance Area, excluding any roundabout, is bounded (a) on the street side by the outer edge of the curb, (b) on the opposite side by the base of the privacy wall, and (c) by the established boundaries of a Subdivision or Parcel.

3.14. "Member" means every person or entity with membership in the Association. Membership in the Association is appurtenant to and may not be separated from Lot ownership. The term "Member" is synonymous with the term "Owner."

3.15. "Mortgagee" shall mean and refer to any institutional holder, insurer, or guarantor of a first Mortgage.

3.16. "Owner" means the entity person, or group of persons owning fee simple title to any Lot (or other Parcel) within the Property. Regardless of the number of parties participating in ownership of each Lot (or other Parcel), the group of those parties shall be treated as one "Owner." The term "Owner" includes contract purchasers but does not include persons or entities who hold an interest merely as security for the performance of an obligation (such as a Mortgagee) unless and until title is acquired by foreclosure or similar proceedings.

3.17. "Parcel" shall mean any real property that is not a Lot.

3.18. "Park Strip(s)" means and refers to the landscaped area located between the curb and the sidewalk or trail adjacent to any subdivision within the PID. The Park Strip may include, but is not limited to, grass, trees, shrubs, flowers, ground cover, and any irrigation systems, decorative materials, or other landscaping features installed therein. The Park Strip shall be maintained by the Association, and shall be subject to all applicable landscaping and maintenance standards set forth herein or as otherwise required by law or local ordinances.

3.19. "Public Utility Easement" means and refers to the area beginning at the edge of the asphalt sidewalk or trail (or concrete sidewalk, where applicable) furthest from the street, extending from this edge to the base of the privacy wall, and running parallel to the asphalt sidewalk or trail for the entire length of the Maintenance Area. The area includes all underground and above-ground utility installations within this defined space, such as but not limited to water lines, sewer lines, electrical conduits, telecommunication lines, natural gas lines, utility boxes, meters, and access points.

3.20. "Subdivision" means to that certain parcel or parcels of real property that have been divided into two or more lots, parcels, sites, units, or interests for the purpose of sale, lease, development, or improvement, whether shown on a recorded plat, described by metes and bounds, or otherwise legally created under applicable laws and ordinances. The Subdivision shall include all lots, common areas, easements, and other portions of the property subject to this Declaration, as well as any subsequent phases, additions, or annexations made pursuant to the terms of this Declaration.

3.21. "Subdivision Plat" means any subdivision plat, survey, or plan that describes any portion of the Property or phase thereof and has been approved by the City and recorded in the office of the Washington County Recorder, and includes any replacements thereof, or

supplements, alterations, amendments, or additions thereto. For purposes of this Declaration, the term "Subdivision Plat" includes a condominium plat as defined by the Utah Condominium Ownership Act.

#### ARTICLE FOUR LAND USE DESIGNATIONS AND CLASSIFICATIONS; RULES

4.1 Owner's Acknowledgment; Notice to Purchasers. All Owners are given notice that the use and development of their Lots, as the case maybe, and use of the Common Area is limited by the covenants, conditions, restrictions, easements, and other provisions of this Declaration, the other Governing Documents, and Cost Sharing Covenants, as each such document may be amended, expanded, or modified from time to time. Each Owner, by acceptance of a deed (or similar ownership interest) to a Lot, acknowledges and agrees that the use and enjoyment and marketability of its Lot can be affected by said documents. All Lot purchasers are on notice that the Declarant or the Association may have adopted changes to the Governing Documents which might differ from those any purchaser might receive from or have disclosed by the Owner from whom the purchaser is purchasing a Lot. Copies of current Governing Documents may be obtained from the Association.

4.2 Lots; Activities upon Lots. Each Lot is owned in fee simple by the Owner, subject to the covenants, conditions, restrictions, and easements in this Declaration, the provisions of the other Governing Documents, any Cost Sharing Covenants, the Subdivision Plat, and other applicable covenants, conditions, restrictions, and/or easements that may be recorded against the Lot, and any laws and ordinances applicable to the Property.

4.3 Management Agreement; Property Manager. The Board may engage for the Association the services of one or more property managers to perform such duties and services as the Board shall authorize. The Board may delegate to and otherwise authorize the property manager to perform those services to which the Board itself may perform under the Governing Documents or the Utah Community Association Act, and those services to which the Utah Community Association Act otherwise authorizes a manager to perform. Fees, costs, and other charges of the property manager shall be Common Expenses.

4.4 Promulgation of Rules.

(a) Rulemaking Authority. The Board may, from time to time, subject to the provisions of the Governing Documents, adopt, amend, and repeal rules and regulations governing, among other things, use of any Common Area and restrictions on other activities or improvements on the Property which, in the opinion of the Board, create a hazard, nuisance, unsightly appearance, excessive noise, offensive smell, or are otherwise necessary to protect, enhance, or preserve the Property or to address any other matter for which the Governing Documents or Community Association Act expressly or impliedly give the Board the right to regulate.

(b) Rulemaking Procedure. The adoption, amendment, or repeal of any rules shall be performed in compliance with the provisions and requirements of the Community Association Act, Utah Code§ 57-8a-217.

4.5 Design Guidelines. To preserve the aesthetic integrity, architectural harmony, and overall value of the Property, all construction, improvements, modifications, and alterations to any Lot, including but not limited to dwellings, accessory structures,

fencing, landscaping, exterior color schemes, and signage, shall be subject to the design guidelines established by the Declarant attached hereto as Exhibit C. These guidelines may include, without limitation, requirements for architectural style, materials, height restrictions, setbacks, rooflines, exterior finishes, and landscaping standards. No construction, installation, or modification shall commence until the plans and specifications have been submitted to and approved in writing by the Board [or such other entity or person(s)] designated by the Declarant or the Association. The design guidelines may be amended from time to time by the Declarant or the Association, in accordance with the provisions of this Declaration, to ensure the continued quality and desirability of the Subdivision.

## ARTICLE FIVE

### MEMBERSHIP AND VOTING RIGHTS

5.1. Membership. Every Owner is a Member of the Association. Membership in the Association automatically transfers upon transfer of title to any Lot by the record Owner to another person or entity.

5.2. Voting Rights; Classes. The Association has one class of voting membership, Class A. Class A Members are all Members. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

5.3. Change of Corporate Status. The Association has been set up and established as a non-profit corporation under Utah law. The continuing existence and viability of the Association, however, is not vested in its corporate status. During any period in which the Association is not incorporated or otherwise has a change of corporate status (e.g., involuntary dissolution under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the Governing Documents shall nevertheless continue to be effective as the Governing Documents of the Association, and the Board and all officers and committees operating under the authority of the Governing Documents shall have all rights, power, and authority granted therein, and no Lot Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate status. In the case of non-incorporation, the Board is authorized, to the extent it deems necessary, and without approval of the Members, to reincorporate under a same or similar name and such corporation shall be deemed the successor to the Association. In the event the Board does not reincorporate, the Association shall continue to operate and function under the Governing Documents as an unincorporated association.

5.4. Voting Members. Until such time as the Board designates the matters for which the Voting Members will vote, Class A Members who are eligible to vote shall be entitled personally to cast the votes attributable to their respective Lots on any issue on which the Governing Documents requires a vote of Class A Members.

**ARTICLE SIX**  
**MEMBERSHIP AND VOTING RIGHTS**

6.1 **Assessments: Authority.** The Association is hereby authorized to levy assessments against the Owners as provided for in the Governing Documents. The following are the types of assessments that may be levied by the Association, which are more particularly described below: (1) annual assessments and charges; (2) special assessments; (3) specific assessments; (4) emergency assessments; (5) any other amount or assessment levied or charged by the Board pursuant to this Declaration; and (6) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

6.2 **Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and charges authorized in the Governing Documents. All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. No Owner may exempt himself from liability for assessments or other charges by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association, the Board, or Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action they might take.

6.3 **Purpose of Assessments.** The assessments levied by the Association shall be used to advance the purposes for which the Association was formed, as set forth and articulated in the Governing Documents. The assessments may provide for, but are not limited to, the payment of taxes on Association property; the payment of insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining the Maintenance Areas; the payment of administrative expenses of the Association; the establishment of capital and operational reserve accounts; the payment of any professional services deemed necessary and desirable by the Board; the payment of expenses pursuant to any Cost Sharing Covenants; and other amounts required or authorized by this Declaration or the Board shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board, for the payment of other charges including (without limitation) maintenance, management, and utility charges.

6.4 **Initial Annual Assessments.** The Board shall initially establish the amount of the annual assessments. Thereafter, the establishment of annual assessments shall be according to the procedures and requirements of Section 6.5.

6.5 **Annual Assessments: Budgeting.**

(a) Adoption of Budget. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for that year for the purpose of calculating and establishing the annual assessments for the subsequent fiscal year. Annual assessments for Common Expenses shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation: the cost of routine maintenance and operation of the Common Area; expenses of management; premiums for insurance coverage maintained by the Association; landscaping expenses; common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges; security services; legal and accounting fees; expenses and liabilities from a previous assessment period; the supplementing of the reserve fund for general, routine maintenance, repairs, and replacement of the Common Area on a periodic basis; the payment of expenses pursuant to any Cost Sharing Covenants; the payment of any telecommunications services; and any other expense authorized or contemplated by this Declaration to be charged to Owners as a Common Expense.

(b) Notice of Budget and Assessment. The Board shall send a copy of the final budget, together with notice of the amount of the annual assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved by Members representing at least sixty-seven percent (67%) of the Entire Membership. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings pursuant to the Bylaws. Any such petition must be presented to the Board within fourteen (14) days after delivery of the final budget and notice of the amount of the annual assessment.

(c) Failure or Delay in Adopting Budget. If any proposed budget is disapproved or the Board fails, for any reason to determine the budget for any year, then the budget most recently in effect, and the annual assessments based thereon, shall continue in effect until a new budget and corresponding annual assessment is determined.

(d) Automatic Budget Approval. Notwithstanding the foregoing, if the budget proposed by the Board will increase the annual assessment by no more than 3% of the previous annual assessment, then such budget and corresponding annual assessment shall be automatically approved and effective upon thirty days' notice and the Members shall not have the opportunity to disapprove of the budget and annual assessment.

(e) Adjustment of Budget and Assessment. The Board may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth in Section 4.5(b), provided, however, that such an adjustment is exempt from the requirements of Section 4.5(b) if the adjustment would either decrease the annual assessment or increase the annual assessment by no greater than three percent (3%).

6.6 Special Assessments. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment, applicable to that year only to cover

unbudgeted expenses or expenses in excess of those budgeted, including but not limited to defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Park Strips and any structures, fixtures and personal property related thereto. Any such special assessment may be levied against the Entire Membership (excluding Declarant) if such special assessment is for Common Expenses. Except as otherwise provided in this Declaration, any special assessment shall require the affirmative vote or written consent of a majority of the Entire Membership, if a Common Expense. 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 years in which the special assessment is approved.

6.7 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows: to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific assessments for special services may be levied in advance of the provision of the requested service.

6.8 Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board, without Member approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the proforma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Association.

6.9 Payment: Due Dates.

(a) The assessments provided for herein shall commence to accrue against a Lot upon conveyance of the Lot to a bona fide purchaser, adjusting the amount of such assessment according to the number of months remaining in the fiscal year.

(b) Assessment due dates shall be established by the Board. The Board may provide for the payment of assessments in equal installments throughout the assessment year on a monthly or quarterly basis.

(c) The Board may require advance payment of assessments at closing of the transfer of title to a Lot.

(d) Payment of assessments shall be applied first to any accrued interest, then to any accrued costs, charges, and fees, and then to the principal amount of the assessment. No Owner shall have the right to direct the Association or its agents or employees to apply payments in any other manner or method and any such attempt to do so will not be recognized.

**6.10 Effect of Non-Payment of Assessment; Remedies of the Association.** Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall determine appropriate) until paid. In addition, the Directors may assess a late fee for each delinquent installment that shall not exceed ten percent (10%) of the installment.

**6.10.1 Remedies.** To enforce this Article, the Board may, in the name of the Association, and to the extent not prohibited by law:

6.10.1.1 Bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the Association's lien for the assessment;

6.10.1.2 foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages. or in any other manner permitted by law;

6.10.1.3 restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Owner; terminate, in accordance with the Utah Community Association Act, Utah Code Ann. § 57-5a-204, the Owner's right to receive utility services paid as a Common Expense and/or terminate the Owner's right of access and use of any recreational facilities, including any Resort Facilities;

6.10.1.4 if the Owner is leasing or renting his Lot, the Board may, in accordance with the Utah Community Association Act, Utah Code Ann. § 57-8a-205, demand that the Owner's tenant pay to the Association all future lease payments due from the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid;

6.10.1.5 suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid; and/or

6.10.1.6 accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has

been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.

6.10.2 Attorney Fees and Costs. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

6.10.3 Power of Sale. A power of sale is hereby conferred upon the Association that it may exercise. Under this power of sale, the Association may sell Lots as an enforcement remedy under Section 6.10 in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

6.10.4 Condominium Units. The remedies for nonpayment of assessments for condominium units within the Property shall be made with reference to and in compliance with condominium declarations applicable to such condominium units and the Utah Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code.

6.11 Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by the City or any other public authority; (b) all Common Area;; and (d) any other property declared exempt from assessments as set forth in this Declaration or within any Subdivision Plat.

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

#### 6.13 Books, Records, and Audit.

6.13.1 The Association shall maintain current copies of the Declaration, Articles, Bylaws, rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or guarantor of a first Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

6.13.2 The Association shall prepare a roster of Owners in the Property and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall

record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

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

#### ARTICLE SEVEN MAINTENANCE COVENANT

Unless otherwise agreed by the City, the Association shall be responsible for all maintenance and repair of the Maintenance Area, including landscaping, irrigation, and other necessary improvements. Accordingly, in connection with the Owner's development of the Property, the City requires, and Association agrees to maintain, the following measures in accordance with the maintenance covenant contained herein. City approval must be obtained prior to any modification or removal of this covenant. Maintenance and repair of the Maintenance Area includes, but is not limited to:

1. Lawn mowing
2. Weed control
3. Tree and shrub trimming
4. Irrigation system maintenance
5. Planting and replacement of vegetation and related landscape improvements as necessary

For purposes of this covenant, the Maintenance Area DOES NOT include the asphalt sidewalk or trail located between the Park Strip and the Public Utility Easement. The City will be responsible for the repair and maintenance of the asphalt sidewalk or trail (or the concrete sidewalk, where applicable).

#### ARTICLE EIGHT ACCESS EASEMENT

8.1. Access Easement. The City hereby grants and conveys to Association, its successors, assigns, agents, contractors, and employees, a perpetual, non-exclusive access easement (the "Easement") on, over, and across the Park Strips located within the boundaries of the PID, for the sole purpose of accessing, maintaining, and improving the Park Strips. The Easement shall be used by Association solely for the purpose of maintaining and improving the Park Strips, including, but not limited to, performing landscaping, irrigation, planting, and general upkeep. The Easement shall not be used for any other purpose unless otherwise agreed upon in writing by the City. The Easement is granted subject to the right of the public to use and enjoy the Park Strips for any lawful purpose, provided that such use does not unreasonably interfere with Association's rights under this Agreement. Association shall not unreasonably interfere with the public's use of the Park Strips. City agrees to indemnify, defend, and hold harmless Association,

its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, or expenses (including reasonable attorney's fees) arising out of or related to Association's use of the Easement, including any injury to persons or damage to property, except to the extent caused by the Association's negligence or willful misconduct.

8.2 Indemnification. The Association agrees to indemnify, defend, and hold harmless the City from any claims, damages, or losses arising directly from the Association's maintenance activities within the Maintenance Area, including but not limited to: (a) injuries resulting from negligent maintenance practices (b) property damage caused by Association maintenance equipment or personnel, and (c) environmental damage resulting from improper use of chemicals or landscaping materials within the Maintenance Area. The City agrees to indemnify, defend, and hold harmless the Association from any claims, damages, or losses arising from (a) defects in design or construction of any City-owned infrastructure within the Maintenance Area, (b) the City's actions or omissions in the Maintenance Area, excluding actions or omissions for which Associations has assumed responsibility pursuant to the Maintenance Covenant of this Declaration or for which one or more Owners is responsible. In the event of any claim, damage, or loss arising from a combination of factors for which both parties bear some responsibility, the parties agree to share liability proportionately based on their respective degrees of fault as determined by a court of competent jurisdiction or as mutually agreed upon.

#### ARTICLE NINE AMENDMENT

9.1 By Class A Members. Except as otherwise specifically provided herein, this Declaration may be amended, modified, extended, or revoked, in whole or in part, by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least sixty-seven percent (67%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

9.2 By Board. The Board has the right to unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error.

9.3 Validity. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

9.4 Effective Date. Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment accompanied by a verified certificate of the Secretary of the Association stating that the required number of votes or consents was obtained

and that a record of such votes or originals of the consents will be placed on file in the Association's office. In the case of amendment by Declarant as provided for herein, such amendment shall be immediately effective upon recording in the office of the Washington County Recorder with a copy of such amendment signed and verified by the Declarant.

## ARTICLE TEN LENDER PROTECTIONS

10.1 **Notices.** A Mortgagee that provides a written request to the Association, stating the Mortgagee's name and address and the Lot address to which its Mortgage relates, will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Property or which affects any Lot securing its Mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds a Mortgage;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) Any other matter in this Declaration which authorizes or requires notice to a Mortgagee.

10.2 **Failure to Provide Notice.** Notwithstanding anything to the contrary in this Declaration, in the event a Mortgagee fails to provide the notice as stated in Section 10.1, the Mortgagee shall be deemed to have waived its right to provide any consent or to receive any notice required to be sent to Mortgagees by the provisions of this Declaration.

10.3 **Notice of Objections; Implied Approval.** Unless a Mortgagee provides the Secretary of the Association with written notice of its objection, if any, on any matter that requires Mortgagee approval within thirty (30) days following the receipt of notice delivered by certified or registered mail, return receipt requested, of such proposed amendment or action, the Mortgagee shall be deemed conclusively to have approved the proposed amendment or action.

## ARTICLE ELEVEN GENERAL PROVISIONS

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

11.2 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

11.3 More Restrictive Terms: Conflicts in Further Restrictions. Nothing in this Declaration shall preclude any supplemental declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration and, in such case, the more restrictive shall control.

11.4 Duration. The covenants, conditions, restrictions, terms, and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

11.5 Interpretive Conflicts. In the event of any conflict between the provisions of any of the Governing Documents, the documents shall control in the following order of authority: (1) the Declaration; (2) the Articles; (3) the Bylaws; and (5) any rule, regulation, or resolution passed pursuant to the authority of the foregoing documents. In the event of any conflict between the Declaration and any subsidiary declaration, the provisions of the Declaration shall control. Notwithstanding the above, in the event of any conflict between the provisions of the Declaration and any condominium declaration establishing a condominium regime of unit ownership under the Utah Condominium Ownership Act, the provisions of the condominium declaration shall control.

11.6 Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Members are required to keep the Association informed as to their current mailing address. Notwithstanding the above, the Declarant or the Board may adopt a policy for notification via electronic communication to Members in lieu of notice by mail.

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

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

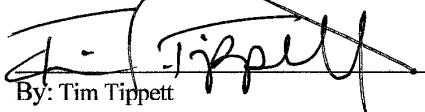
11.9 Topical Headings. The topical headings contained in any article, section, or subsection of this Declaration are for convenience only and do not define, limit, or construe the contents of this Declaration or any provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the day and year first above written.

*SIGNATURES ON FOLLOWING PAGE*

**DECLARANT:**

Western Mortgage &amp; Realty Company

By: Tim Tippett  
Its: Vice-PresidentSTATE OF ~~UTAH~~ Arizona )  
: ss.  
COUNTY OF ~~WASHINGTON~~ ~~MONAHE~~ )

On this 6 day of February 2025, appeared before me Tim Tippett the Vice Pres of Western Mortgage & Realty Co., Declarant herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Western Mortgage & Realty Co. has authorized her to execute the foregoing document, and did duly acknowledge in my presence having executed the same for the purpose stated therein.



Notary Public

**ASSOCIATION:**

Gateway at Sand Hollow Master Association

By: Tim Tippett  
Its: DirectorSTATE OF ~~UTAH~~ Arizona )  
: ss.  
COUNTY OF ~~WASHINGTON~~ ~~MONAHE~~ )

On this 6 day of February 2025, appeared before me Tim Tippett the Director of Gateway at Sand Hollow Master Association, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Gateway at Sand Hollow Master Association, has authorized him to execute the foregoing document, and did duly acknowledge in my presence having executed the same for the purpose stated therein.



Notary Public



## CITY:

Hurricane City,  
a Utah municipal corporation

By:

Nanette Billings  
Nanette Billings, Mayor

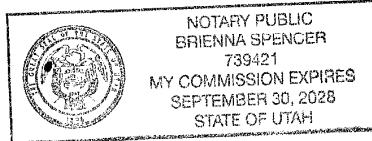
Attest:



Cindy Beting  
Cindy Beting, Recorder

STATE OF UTAH )  
COUNTY OF WASHINGTON ) : ss.

On the 7 day of February 2025, personally appeared before me Nanette Billings and Cindy Beting, who duly acknowledged before me that they are respectively the Mayor and City Recorder of Hurricane City, a Utah municipal corporation, and that they signed the foregoing document on behalf of said city, pursuant to authority granted them by the Hurricane City Council, and for the uses and purposes stated therein.



Brienna Spencer  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTION

**DISTRICT 1 CORRECTED BOUNDARY LEGAL DESCRIPTION**

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°09'26"E 1052.31 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF STATE ROUTE SR-9; RUNNING THENCE N74°46'22"E, ALONG SAID BOUNDARY LINE, 500.00 FEET; THENCE S15°13'38"E 1306.80 FEET; THENCE S23°29'18"E 81.97 FEET; THENCE WESTERLY ALONG THE ARC OF A 585.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (LONG CHORD BEARS: S70°52'58"W 79.79 FEET, CENTER POINT LIES N23°01'39"W), THROUGH A CENTRAL ANGLE OF 07°49'13" A DISTANCE OF 79.85 FEET; THENCE S74°47'34"W 72.38 FEET; THENCE S50°56'33"W 264.94 FEET; THENCE S39°38'00"W 186.58 FEET; THENCE S54°55'10"W 219.45 FEET; THENCE S63°52'48"W 234.43 FEET; THENCE S44°24'42"W 185.48 FEET; THENCE S43°06'48"E 193.15 FEET; THENCE N88°56'53"E 154.60 FEET; THENCE S19°58'08"E 55.42 FEET; THENCE S69°07'16"W 172.46 FEET; THENCE S75°48'20"W 350.23 FEET; THENCE N49°23'55"W 225.11 FEET; THENCE N61°08'29"W 141.01 FEET; THENCE S79°20'00"W 158.99 FEET; THENCE N57°24'10"W 39.02 FEET; THENCE S65°45'38"W 251.51 FEET; THENCE N87°40'07"W 427.72 FEET; THENCE S47°01'49"W 315.47 FEET; THENCE S00°00'39"W 153.25 FEET; THENCE S48°21'25"W 90.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 442.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (LONG CHORD BEARS: S47°56'22"E 96.95 FEET, CENTER POINT LIES N48°21'25"E), THROUGH A CENTRAL ANGLE OF 12°35'34" A DISTANCE OF 97.15 FEET; THENCE S54°14'09"E 438.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 433.55 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (LONG CHORD BEARS: S26°43'15"E 385.92 FEET, CENTER POINT LIES S36°51'06"W), THROUGH A CENTRAL ANGLE OF 52°51'19" A DISTANCE OF 399.95 FEET; THENCE S01°22'30"W 1762.81 FEET; THENCE S01°11'07"W 1322.06 FEET TO A POINT ON THE EAST-WEST 1/16TH LINE OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88°24'20"W, ALONG SAID LINE, 1290.05 FEET TO A POINT ON THE NORTH-SOUTH 1/16TH SECTION LINE OF SECTION 12; THENCE S01°12'47"W, ALONG SAID SECTION LINE, 1617.40 FEET; THENCE N88°29'57"W 2484.48 FEET; THENCE WESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS: S79°00'48"W 216.23 FEET, CENTER POINT LIES S01°30'03"W), THROUGH A CENTRAL ANGLE OF 24°58'30" A DISTANCE OF 217.95 FEET; THENCE S66°31'33"W 453.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (LONG CHORD BEARS: N31°16'29"W 542.90 FEET, CENTER POINT LIES S66°31'33"W), THROUGH A CENTRAL ANGLE OF 15°36'04" A DISTANCE OF 544.58 FEET; THENCE N39°04'31"W 289.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 2523.75 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS: N41°13'55"W 189.96 FEET, CENTER POINT LIES S50°55'29"W), THROUGH A CENTRAL ANGLE OF 04°18'49" A DISTANCE OF 190.00 FEET; THENCE N43°23'20"W 370.56 FEET TO A POINT ON THE WEST SECTION LINE

OF SECTION 12; THENCE N01°07'24"E, ALONG SAID SECTION LINE, 1195.02 FEET; THENCE N88°50'38"W 997.47 FEET; THENCE N01°06'28"E 238.23 FEET; THENCE S88°51'06"E 26.64 FEET; THENCE N03°04'53"E 551.57 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 398.16 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS: N26°30'07"E 316.52 FEET, CENTER POINT LIES S86°55'07"E), THROUGH A CENTRAL ANGLE OF 46°50'28" A DISTANCE OF 325.51 FEET; THENCE N49°39'18"E 250.77 FEET; THENCE N43°53'59"E 146.42 FEET; THENCE N36°48'28"E 152.80 FEET; THENCE NORTHERLY ALONG THE ARC OF A 250.01 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS: N18°13'52"E 159.29 FEET, CENTER POINT LIES N53°11'32"W), THROUGH A CENTRAL ANGLE OF 37°09'12" A DISTANCE OF 162.12 FEET; THENCE S88°50'24"E 241.62 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAND HOLLOW ROAD; THENCE N52°30'29"E, ALONG SAID BOUNDARY LINE, 1048.00 FEET; THENCE N01°21'56"E 1258.10 FEET; THENCE S88°25'54"E 1991.79 FEET TO A POINT ON THE NORTH-SOUTH 1/4TH SECTION LINE OF SECTION 1; THENCE N01°24'30"E, ALONG SAID SECTION LINE, 1349.06 FEET TO THE SOUTH BOUNDARY LINE OF STATE ROUTE SR-9; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: S88°43'14"E 254.06 FEET; THENCE N74°37'27"E 1096.69 FEET; THENCE S15°13'38"E 1306.80 FEET; THENCE N74°46'22"E 500.00 FEET; THENCE S15°12'52"E 27.05 FEET; THENCE N74°46'22"E 500.00 FEET; THENCE S15°14'09"E 62.96 FEET; THENCE N74°46'22"E 500.00 FEET; THENCE N15°13'38"W 90.00 FEET; THENCE N74°46'23"E 999.99 FEET; THENCE N15°13'38"W 1306.80 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 31,370,752 SQUARE FEET OR 720.173 ACRES.

LESS AND EXCEPTING PARCEL H-4-2-1-131 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S1°22'57"W, ALONG THE EAST SECTION LINE 1943.36; THENCE WEST 1481.24 FEET TO THE POINT OF BEGINNING, THENCE S36°37'52"W 50.00 FEET; THENCE N53°22'08"W 75.00 FEET; THENCE N36°37'52"E 50.00 FEET; THENCE S53°22'08"E 75.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 3,750 SQUARE FEET OR 0.086 ACRES.

LESS AND EXCEPTING PARCEL H-4-2-1-1103 DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S01°22'30"W, ALONG THE EAST SECTION LINE, 1560.84 FEET; THENCE N88°37'30"W 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1534.36 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 940.20 FEET THROUGH

THE CENTRAL ANGLE OF 35°06'32", RADIAL BEARING: S36°49'38"E (CHORD BEARS: S35°37'06"W 925.56 FEET); THENCE S88°30'20"E 41.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1494.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 871.96 FEET THROUGH THE CENTRAL ANGLE OF 33°26'24", RADIAL BEARING: S71°28'55"E (CHORD BEARS: N35°14'17"E 859.63 FEET); THENCE N01°22'30"E 51.39 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,275 SQUARE FEET OR 0.833 ACRES.

LESS AND EXCEPTING THE FOLLOWING: ALL COMMON AREAS (1 THRU 4) WITHIN THE FOLLOWING LEGAL DESCRIPTION OF MARLA AT ELIM VALLEY, PHASE 2 SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S1°03'06"W ALONG THE EAST SECTION LINE, 251.94 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY LINE OF MARLA AT ELIM VALLEY, PHASE 1; THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) N47°54'55"E 64.41 FEET; (2) N37°18'50"E 54.53 FEET; (3) N51°22'22"E 100.00 FEET; (4) N69°45'41"E 31.70 FEET; (5) N51°22'22"E 305.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL DESCRIBED IN WARRANTY DEED 20220032258 WASHINGTON COUNTY RECORDER'S OFFICE; THENCE THE FOLLOWING COURSE ALONG SAID BOUNDARY: S39°05'10"E 158.55 FEET; THENCE S46°57'15"W 235.17 FEET; THENCE N43°02'45"W 62.95 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 108.82 FEET, HAVING A RADIUS OF 300.00 FEET AND A RADIAL BEARING OF N39°52'38"W, THROUGH A CENTRAL ANGLE OF 20°46'57" (LONG CHORD BEARS: S60°30'51"W 108.22 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 34.09 FEET, THROUGH A CENTRAL ANGLE OF 19°31'58", (LONG CHORD BEARS: S61°08'20"W 33.93 FEET); THENCE S51°37'58"W 44.53 FEET; THENCE S50°26'32"W 51.54 FEET; THENCE S47°55'05"W 108.78 FEET; THENCE S48°24'13"W 26.02 FEET; THENCE S47°55'05"W 78.22 FEET; THENCE S26°15'10"W 72.84 FEET; THENCE S50°54'50"W 108.05 FEET; THENCE S05°22'00"W 127.48 FEET; THENCE N84°38'00"W 444.39 FEET; THENCE N82°24'58"W 714.16 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL DESCRIBED IN WARRANTY DEED 20210010421 WASHINGTON COUNTY RECORDER'S OFFICE (PARCEL 2 OF SAID DOCUMENT); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID BOUNDARY: (1) N01°02'48"E 50.09 FEET; (2) NORTHERLY ALONG THE ARC OF A 2040.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 191.46 FEET, THROUGH A CENTRAL ANGLE OF 05°22'39", (LONG CHORD BEARS: N03°44'07"E 191.39 FEET) TO A POINT ON THE SOUTH BOUNDARY LINE OF MARLA AT ELIM VALLEY, PHASE 1; THENCE ALONG SAID BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES: (1)

S82°24'47"E 172.67 FEET; (2) S07°35'13"W 26.00 FEET; (3) S82°24'47"E 391.27 FEET; (4) S07°35'13"W 45.17 FEET; (5) S82°24'47"E 36.68 FEET; (6) S39°14'54"E 224.09 FEET; (7) S84°34'00"E 31.43 FEET; (8) N05°22'00"E 51.52 FEET; (9) S84°38'00"E 132.00 FEET; (10) S05°22'00"W 30.51 FEET; (11) S84°38'00"E 160.00 FEET; (12) N05°22'00"E 128.88 FEET; (13) N50°54'50"E 125.96 FEET; (14) N26°15'11"E 70.42 FEET; (15) N47°55'06"E 95.63 FEET; (16) N48°24'13"E 26.02 FEET; (17) N47°55'26"E 35.73 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 274,712 SQUARE FEET OR 6.307 ACRES.

Gateway District One:

Parcel # H-4-2-11-125-GS1, H-4-2-1-340-GS1, H-3-2-6-1406-GS1, H-4-2-1-4203-GS1,  
H-4-2-11-2112-GS1, H-4-2-1-1123-GS1, H-4-2-1-1107-GS1, H-4-2-1-234-GS1,  
H-4-2-1-1108-GS1, H-4-2-11-21121-GS1, H-3-2-6-431-GS1, H-4-2-12-1113-GS1,  
H-4-2-12-1103-GS1, H-4-2-1-300-GS1, H-4-2-1-235-GS1, H-4-2-1-236-GS1,  
H-4-2-1-237-GS1, H-4-2-1-1112-GS1, H-4-2-1-1112-GS1, H-3-2-6-1410-GS1,  
H-4-2-12-1207-GS1, H-4-2-12-1208-GS1, H-4-2-12-1209-GS1, H-4-2-12-401-GS1,  
H-4-2-12-402-GS1, H-4-2-1-324-GS1, H-4-2-1-322-GS1, H-4-2-11-1120-GS1, H-GIP-1-GS1  
H-GIP-2-GS1, H-GIP-3-GS1, H-GIP-4-GS1, H-4-2-12-1104-GS1, H-4-2-12-410-GS1,  
H-4-2-12-4204-GS1, H-4-2-11-1111-GS1, H-4-2-1-3100-GS1, H-4-2-1-1300-GS1,  
H-4-2-12-1302-GS1, H-4-2-12-1211-GS1, H-4-2-12-1212-GS1, H-RSL-1-3-GS1,  
H-RSL-1-2-GS1, H-RSL-1-1-GS1, H-RSL-1-5-GS1, H-RSL-1-6-GS1, H-RSL-1-7-GS1,  
H-RSL-1-8-GS1, H-RSL-1-9-GS1, H-RSL-1-10-GS1, H-RSL-1-11-GS1, H-RSL-1-12-GS1,  
H-RSL-1-13-GS, H-RSL-1-14-GS1, H-RSL-1-15-GS1, H-RSL-1-16-GS1, H-RSL-1-17-GS1

**GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 2  
LEGAL DESCRIPTION**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88°17'53"W ALONG THE SOUTH SECTION LINE OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, 35.00 FEET TO THE POINT OF BEGINNING; RUNNING THENCE N01°22'30"E PARALLEL TO THE WEST SECTION LINE OF SAID SECTION 6, 1762.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 433.55 FEET AND A RADIAL BEARING OF S89°42'25"W, A DISTANCE OF 399.95 FEET, THROUGH A CENTRAL ANGLE OF 52°51'19" (LONG CHORD BEARS: N26°43'15"W 385.92 FEET); THENCE N54°14'09"W 438.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 442.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 97.15 FEET, THROUGH A CENTRAL ANGLE OF 12°35'34" (LONG CHORD BEARS: N47°56'22"W 96.95 FEET); THENCE N48°21'27"E 90.27 FEET; THENCE N00°00'39"E 153.25 FEET; THENCE N47°01'49"E 315.47 FEET; THENCE S87°40'07"E 427.72 FEET; THENCE N65°45'38"E 251.51 FEET; THENCE S57°24'10"E 39.02 FEET; THENCE N79°20'00"E 158.99 FEET; THENCE S61°08'29"E 141.01 FEET; THENCE S49°23'55"E 225.11 FEET; THENCE N75°48'20"E 350.23 FEET; THENCE N69°07'16"E 172.46 FEET; THENCE N19°58'08"W 55.42 FEET; THENCE S88°56'53"W 154.60 FEET; THENCE N43°06'48"W 193.15 FEET; THENCE N44°24'42"E 185.48 FEET; THENCE N63°52'48"E 234.43 FEET; THENCE N54°55'10"E 219.45 FEET; THENCE N39°38'00"E 186.58 FEET; THENCE N50°56'34"E 264.95 FEET; THENCE N74°47'34"E 72.38 FEET; THENCE EASTERLY ALONG THE ARC OF A 585.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 79.85 FEET, THROUGH A CENTRAL ANGLE OF 07°49'13" (LONG CHORD BEARS: N70°52'58"E 79.79 FEET); THENCE N69°45'42"E 175.59 FEET; THENCE N52°00'52"E 168.01 FEET; THENCE N74°48'51"E 155.34 FEET; THENCE N15°05'37"W 1306.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 9; THENCE N74°48'51"E ALONG SAID LINE, 505.26 FEET; THENCE S16°09'05"E 413.96 FEET; THENCE S47°30'18"E 200.00 FEET; THENCE S80°02'10"E 42.63 FEET; THENCE S15°11'09"E 419.32 FEET; THENCE N66°38'21"E 122.88 FEET; THENCE EASTERLY ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 332.95 FEET, THROUGH A CENTRAL ANGLE OF 24°36'54" (LONG CHORD BEARS: N78°56'48"E 330.40 FEET); THENCE S88°42'22"E 203.09 FEET; THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 119.99 FEET AND A RADIAL BEARING OF N01°15'51"E, A DISTANCE OF 295.46 FEET, THROUGH A CENTRAL ANGLE OF 141°04'50" (LONG CHORD BEARS: N20°43'26"E 226.27 FEET); THENCE N49°48'17"W 118.08 FEET; THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 285.00 FEET AND A RADIAL BEARING OF N40°04'14"E, A DISTANCE OF 585.89 FEET, THROUGH A CENTRAL ANGLE OF 117°47'10" (LONG CHORD BEARS: N08°57'49"E 488.04 FEET); THENCE N67°51'24"E 398.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 223.74 FEET AND A RADIAL BEARING OF N20°59'20"W, A DISTANCE OF 287.01 FEET, THROUGH A CENTRAL ANGLE OF 73°29'49" (LONG CHORD BEARS: N32°15'46"E 267.73 FEET);

THENCE N03°19'49"W 130.72 FEET; THENCE S69°31'08"E 160.88 FEET; THENCE N83°03'21"E 512.12 FEET; THENCE S00°09'30"W 208.13 FEET; THENCE N88°40'53"E 626.36 FEET; THENCE S00°10'53"W 315.69 FEET; THENCE N88°55'08"W 643.87 FEET. TO THE EAST 1/16TH LINE OF SAID SECTION 6; THENCE S01°15'52"W ALONG SAID LINE, 1540.05 FEET; THENCE N79°19'38"W 977.00 FEET; THENCE S31°34'22"W 1417.95 FEET; THENCE S08°25'05"W 830.40 FEET; THENCE N88°50'33"W 252.61 FEET; THENCE S01°09'27"W 310.98 FEET; THENCE S89°59'03"E 213.31 FEET; THENCE S08°25'52"W 1216.40 FEET; THENCE S01°09'27"W 494.15 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 6; THENCE N89°25'51"W ALONG SAID LINE, 660.28 FEET; THENCE S01°08'12"W 1398.06 FEET; THENCE N88°42'23"W 2138.50 FEET TO THE WEST SECTION LINE OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°11'07"E ALONG SAID LINE, 74.16 FEET; THENCE N88°24'20"W 35.00 FEET; THENCE N01°11'07"E PARALLEL TO SAID WEST LINE OF SECTION 7, 1322.26 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 17,522,791 SQUARE FEET OR 402.268 ACRES.

Gateway District Two:

Parcel # H-3-2-7-4402-GS2, H-4-2-1-1103-GS2, H-4-2-1-1109-GS2, H-3-2-6-1408-GS2,  
H-3-2-6-33-GS2, H-3-2-6-1402-GS2, H-3-2-6-340-GS2, H-4-2-12-1102-GS2

**GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO. 3  
LEGAL DESCRIPTION**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, T42S, R14W, S.L.B.&M., THENCE S01°07'04"W 660.39 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF THE DIXIE SPRINGS SUBDIVISION PLATS; RUNNING THENCE N89°02'51"W, ALONG SAID BOUNDARY LINE, 1327.71 FEET; THENCE DEPARTING SAID BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: THENCE N01°03'25"E 2896.60 FEET; THENCE N04°02'43"E 86.34 FEET; THENCE N04°39'34"E 6.10 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE MARLA AT ELIM VALLEY SUBDIVISION; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES: THENCE S82°23'09"E 185.96 FEET; THENCE S07°08'50"W 26.00 FEET; THENCE S82°23'12"E 391.26 FEET; THENCE S07°36'11"W 45.17 FEET; THENCE S82°22'41"E 36.68 FEET; THENCE S39°13'15"E 224.09 FEET; THENCE S84°32'22"E 31.43 FEET; THENCE N05°23'48"E 51.52 FEET; THENCE S84°36'15"E 132.00 FEET; THENCE S05°23'27"W 30.53 FEET; THENCE S84°36'45"E 160.00 FEET; THENCE N05°23'33"E 128.86 FEET; THENCE N50°56'11"E 125.98 FEET; THENCE N26°16'52"E 70.43 FEET; THENCE N48°00'11"E 221.79 FEET; THENCE N37°20'35"E 54.53 FEET; THENCE N51°24'00"E 99.99 FEET; THENCE N69°47'14"E 31.70 FEET; THENCE N51°24'00"E 305.01 FEET; THENCE DEPARTING SAID SUBDIVISION THE FOLLOWING COURSES: THENCE S39°04'31"E 240.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 544.58 FEET, THROUGH A CENTRAL ANGLE OF 15°36'04" (LONG CHORD BEARS: S31°16'29"E 542.90 FEET); THENCE N66°31'33"E 453.24 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 217.95 FEET, THROUGH A CENTRAL ANGLE OF 24°58'30" (LONG CHORD BEARS: N79°00'48"E 216.23 FEET); THENCE S88°29'57"E 2484.48 FEET; THENCE N01°12'47"E 1617.40 FEET; THENCE S88°24'20"E 1325.05 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 12; THENCE S01°11'07"W ALONG SAID SECTION LINE, 661.10 FEET; THENCE DEPARTING SAID SECTION LINE N88°27'33"W 702.42 FEET; THENCE S01°10'24"W 330.91 FEET; THENCE S88°29'18"E 702.35 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 12; THENCE S01°11'07"W ALONG SAID SECTION LINE, 330.55 FEET TO THE EAST QUARTER CORNER OF SECTION 12; THENCE S01°11'00"W ALONG SAID SECTION LINE, 370.05 FEET; THENCE S88°44'59"E 1396.50 FEET; THENCE N01°10'37"E 1616.98 FEET; THENCE S88°42'37"E 742.22 FEET; THENCE S01°05'08"W 2559.56 FEET; THENCE N88°58'55"W 2142.91 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 12; THENCE S01°11'00"W ALONG SAID SECTION LINE, 1321.39 FEET TO A POINT ON THE COMMON SECTION CORNER, BRASS CAP, OF SECTIONS 12 AND 13, RANGE 14 WEST, AND SECTIONS 7 AND 18, RANGE 13 WEST, SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF THE DIXIE SPRINGS SUBDIVISION PLATS; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) COURSES: THENCE N88°30'16"W 7.15 FEET; THENCE S01°14'12"W 330.63 FEET; THENCE N88°30'06"W 1315.58 FEET; THENCE S01°12'18"W 661.13 FEET; THENCE S88°29'56"W 661.42 FEET;

THENCE S01°11'04"W 1350.08 FEET; THENCE N88°28'38"W 1322.27 FEET; THENCE N01°09'10"E 1349.56 FEET; THENCE DEPARTING SAID BOUNDARY LINE N01°09'10"E 218.01 FEET; THENCE N88°30'03"W 661.61 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF THE DIXIE SPRINGS SUBDIVISION PLATS; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: THENCE N01°08'32"E 112.34 FEET; THENCE N88°30'19"W 1323.42 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 27,040,945 SQUARE FEET OR 620.775 ACRES.

Gateway District Three:

Parcel # H-4-2-12-12011-GS3, H-4-2-14-1101-GS3; H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1405-GS3, H-4-2-13-1406-GS3, H-4-2-13-1408-GS3, H-4-2-12-1102-GS3, H-4-2-13-1409-GS3, H-4-2-11-31031-GS3, H-4-2-13-1410-GS3, H-4-2-12-2113-GS3, H-4-2-13-2114-GS3, H-4-2-11-2103-GS3, H-4-2-12-130-GS3, H-4-2-13-1491-GS3, H-4-2-13-14921-GS3, H-4-2-12-131-GS3, H-4-2-13-2115-GS3 H-3-2-7-4402-GS3, H-3-2-6-33-GS3, H-DXH-2-1-GS3, H-DXH-2-1-GS3, H-DXH-2-2-GS3, H-DXH-2-3-GS3, H-DXH-2-4-GS3, H-DXH-2-5-GS3, H-DXH-2-6-GS3, H-DXH-2-7-GS3, H-DXH-2-8-GS3, H-DXH-2-9-GS3, H-DXH-2-10-GS3, H-DXH-2-11-GS3, H-DXH-2-12-GS3, H-DXH-2-13-GS3, H-DXH-2-14-GS3, H-DXH-2-15-GS3, H-DXH-2-16-GS3, H-DXH-2-17-GS3, H-DXH-2-18-GS3, H-DXH-2-19-GS3, H-DXH-2-20-GS3, H-DXH-2-21-GS3, H-DXH-2-22-GS3 H-DXH-2-23-GS3, H-DXH-2-24-GS3, H-DXH-2-25-GS3, H-DXH-2-26-GS3, H-DXH-2-27-GS3 H-DXH-2-28-GS3, H-DXH-2-29-GS3, H-DXH-2-30-GS3, H-DXH-2-31-GS3, H-DXH-2-32-GS3 H-DXH-2-33-GS3, H-DXH-2-34-GS3, H-DXH-2-35-GS3, H-DXH-2-36-GS3, H-DXH-2-37-GS3 H-DXH-2-38-GS3, H-4-2-13-1411-GS3, H-4-2-13-1300-GS3, H-4-2-13-1301-GS3, H-4-2-12-220-GS3, H-4-2-13-1412-GS3, H-4-2-13-1413-GS3, H-4-2-11-2104-GS3, H-4-2-11-2105-GS3, H-4-2-11-2106-GS3 H-4-2-13-4200-GS3

**EXHIBIT B**

**BYLAWS**

**BYLAWS  
OF  
GATEWAY AT SAND HOLLOW MASTER ASSOCIATION**

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**ARTICLE 1  
OFFICES AND REGISTERED AGENT**

1.1. **Principal Office**. The principal office of the Gateway at Sand Hollow Master Association, hereinafter referred to as the “**Association**”, shall be located in Washington County, Utah, at such place as the Board shall designate. The location of the principal office may be changed by resolution of the Board of Directors.

1.2. **Registered Office and Agent**. The registered office and agent of the Association, as required by Section 501 of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 et seq. (1953, as amended) (hereinafter the “**Act**”), may be changed from time to time as provided in the **Act**.

**ARTICLE 2  
DEFINITIONS**

Except as otherwise provided herein, the definitions set forth in the Declaration of Covenants, Conditions, and Restrictions (“**Declaration**”) and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws.

**ARTICLE 3  
MEMBERSHIP AND VOTING RIGHTS**

3.1. **Membership**. The Association shall have one class of membership, Class A, as more fully set forth in the **Declaration**.

3.2. **Voting Rights**. Voting rights shall be as set forth in the **Declaration**.

3.3. **Evidence of Membership**. No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a Member, or nominee of a Member, pursuant to the terms of the Articles of Incorporation and the Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him or her qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

3.4. **Suspension of Membership**. The rights of membership are subject to the payment of assessments and other charges levied by the Association. If a Member fails to make payment of any assessment or other charge levied by the Association within thirty (30) days after the same

shall become due and payable the voting rights of such Member may be suspended by the Board of Directors until such assessment or charge has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any rules and regulations established by the Board of Directors for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments or other charges, any suspension of the rights of membership shall be pursuant to notice and hearing. The Board shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all of the relevant facts and circumstances.

#### **ARTICLE 4** **MEETINGS OF MEMBERS**

4.1. Annual Meetings. Annual meetings of the Members for the presentation of the annual financial report of the Association and for the transaction of such other business as the Board of Directors may determine, shall be held at such time and place as may be designated by the Board. If the day of the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote ten percent (10%) of all of the votes of the Association.

4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote on the matter for which the meeting has called, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4. Waiver of Notice. The notice provided for hereinabove is not indispensable and any meeting of the Members shall be deemed validly called for all purposes if all Members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those Members not so represented or not given such notice. The attendance of any Member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by that Member.

4.5. Quorum.

(a) General Requirements. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the

meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Where the Declaration requires a percentage vote of all Members, the quorum required for such vote shall be the same as the minimum percentage vote required to approve the action that is the subject of the vote; provided however, that in calculating any such percentage, Members whose voting rights have been suspended shall not be included.

(b) Quorum for Voting Members. If the matter is one that will be voted on by Voting Members (described in the Declaration) in lieu of the Members, the presence at the meeting of a majority of Voting Members shall constitute a quorum for any action upon which such Voting Members are entitled to vote.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the vote being taken at the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease when the Membership of the Member voting by proxy has ceased.

4.7. Voting. If a quorum is present, the affirmative vote of the majority of the Members present at the meeting shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Declaration, by the Articles, or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

4.8. Action by Written Ballot in Lieu of Meeting. Any action authorized to be taken at any annual, regular, or special meeting may be taken by written ballot in lieu of such meeting if the ballot is delivered by or at the direction of the Secretary to each Member entitled to vote on the matter, which ballot shall: (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot must be returned in order to be counted, which date shall not be less than thirty (30) days after delivery of the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Board, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall identify such Member by Lot number. The number of votes cast by written ballot pursuant to this section shall constitute a quorum, for action on the matter. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of the Members shall be required or is necessary to obtain such consents.

4.9. Acceptance of Votes. If the name signed on any consent, written ballot, vote, waiver, proxy appointment, or proxy appointment revocation, corresponds to the name of a Member, the Association, acting in good faith, may accept and give effect to the same as the act of the Member, notwithstanding that the signature may not be technically correct. For example, if a Lot is owned by a trust, thereby making the trust the Member, and the individual fails to sign as "trustee," it shall not invalidate the signature or vote of the Member.

4.10. Consent Where Meeting Not Required. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of such Members shall be required or is necessary to obtain such consents.

4.11. Validity of Votes and Consents. Any consent or vote given by an Owner on any matter in the Governing Documents shall be valid for a period of ninety days, and shall be binding on any subsequent Owner who takes title of the Lot during that period of time.

4.12. Procedure; Parliamentary Rules. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Board, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law or the Governing Documents.

4.13. Place of Meetings. The Board of Directors may designate the place of any annual or special meeting of the Members by stating or fixing such place pursuant to resolution, provided, however, that such place must be within Washington County, State of Utah. If the Board of Directors makes no designation, annual and regular meetings shall be held at the Association's principal office.

4.14. Meetings of Voting Members. In any matter that the Board has designated shall be voted on by Voting Members in lieu of the Members, the meeting of such Voting Members shall be undertaken in the same manner and with the same procedures and any meeting of Members as set forth in these Bylaws.

4.15 Attendance at Meetings. A Member may participate in the annual or special meeting by any means of communication by which all Members participating in the meeting may hear each other during the meeting. A Member participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

## **ARTICLE 5** **BOARD OF DIRECTORS**

5.1. Qualifications. A Director must be a natural person of at least 18 years of age or older. A Director need not be a Member of the Association. In the event that a Member is not a natural person, a natural person who holds an ownership interest in the entity which is the Member may serve as a member of the Board of Directors if duly appointed or elected as provided for herein.

5.2. Number. The affairs of this Association shall be managed by a Board of Directors consisting of at least one qualified person. The number of directors may range from a minimum of one to a maximum of seven directors. The number of persons constituting the whole Board of Directors may be fixed from time to time within this range by resolution of the Board

of Directors.

5.3. Removal. Any Director may be removed from the Board with cause, by a Majority vote of the Members of the Association. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless otherwise determined by the Board. In the event of death, resignation or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor or until special election of a successor.

5.4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

## **ARTICLE 6** **APPOINTMENT OF DIRECTORS**

6.1. Board Authority to Appoint. The Board of Directors shall have the exclusive authority to appoint and remove Board members, subject to the terms and conditions set forth in these Bylaws and the Declaration. There shall be no election or voting by Members of the Association in connection with the appointment or removal of Board members.

6.2. Appointment Process. In the event of a vacancy on the Board, whether by resignation, removal, or expiration of term, the remaining Board members shall appoint a successor by a majority vote of the Board. The Board may, but is not required to, interview potential candidates or request written statements of interest prior to making an appointment.

6.3. Term of Service. Subject to Section 6.4, each Board member shall serve a term of three (3) years, or until their successor is duly appointed, unless removed or resigns earlier in accordance with these Bylaws. A Board member may be reappointed for consecutive terms at the discretion of the Board.

6.4. Staggered Terms. To ensure continuity and stability in the governance of the Association, Board member terms shall be staggered so that approximately one-third (or as close as practicable) of the Board positions expire each year. Upon the initial appointment of the Board following the adoption of these Bylaws, the Board shall designate members to serve initial terms as follows:

- (a) One-third (1/3) of the Board members shall serve an initial term of one (1) year;
- (b) One-third (1/3) of the Board members shall serve an initial term of two (2) years;
- (c) One-third (1/3) of the Board members shall serve an initial term of three (3) years.

Thereafter, as each term expires, newly appointed Board members shall serve full three-year terms, maintaining the staggered rotation.

6.5. Vacancies and Unexpired Terms. In the event a Board member resigns, is

removed, or is otherwise unable to complete their term, the Board shall appoint a replacement to serve the remainder of the unexpired term. A replacement appointed to fill a partial term shall not be considered in determining the staggered cycle and shall only serve until the original term expires.

6.6. Reappointment. Board members may be reappointed for consecutive terms at the discretion of the Board.

6.7. Effective Date. The term of each Board member shall commence on the date specified in the Board's resolution of appointment or, if no date is specified, immediately upon appointment.

## **ARTICLE 7** **MEETINGS FOR DIRECTORS**

7.1. Regular Meetings. The first meeting of the Board of Directors will follow the annual meeting of the Members at which a Board is first appointed. Thereafter, regular meetings of the Board of Directors shall be held at such date, time and place as may be determined from time to time by resolution of the Board of Directors. Written notification of each regular Board meeting shall be delivered or mailed to all Directors at least seven (7) days prior to any regular Board meeting. Meetings of the Board shall be open to all Members, unless litigation or potential litigation, contract negotiation or employment or personnel matters are being discussed.

7.2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than two (2) days' notice to each Director.

7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles or these Bylaws.

7.4. Action Without a Meeting. Whenever the Directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by *all* Directors.

7.5. Place of Meetings. Regular or special meetings of the Board of Directors may be held in or out of the State of Utah. Regular or special meetings of the Board of Directors who are elected by the Members shall be held in Washington County, Utah.

7.6. Presence of Directors at Meetings. The Board may allow any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the meeting. A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

**ARTICLE 8**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association managed under the direction of, the Board of Directors, subject to any limitations set forth in the Declaration, the Act, or the Articles.

8.2. Duties. It shall be the duty of the Board of Directors to manage the affairs of the Association in accordance with the terms of the Act, the Articles, the Declaration, and these Bylaws, and other Governing Documents.

**ARTICLE 9**  
**OFFICERS AND THEIR DUTIES**

9.1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, who need not be Members of the Board of Directors nor of the Association, and such other officers as the Boards may from time to time create by resolution.

9.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

9.3. Term. The Board shall elect the officers of the Association annually and each shall hold office for one (1) year unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve.

9.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving notice to the Board, or any officer of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective.

9.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

9.7. Multiple Offices. The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of a special office created pursuant to Section 9.4.

9.8. Duties. The officers and their duties are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The vice-president shall act in the place and stead of the president in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; maintain a roster of all Members, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Board of Members who are delinquent in paying assessments; prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of the budget and statement to the Members at said meeting.

9.9. Compensation. No salary or other compensation for services shall be Paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefor.

## ARTICLE 10 COMMITTEES

10.1. Generally. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

10.2. Architectural Control Committee. An Architectural Control Committee composed of three (3) or more representatives may be appointed by the Directors or by the Declarant as further set forth in the Declaration.

10.3. Additional Committees. The Board may create such committees as it deems necessary and appropriate to perform such tasks as the Board may designate by resolution. The board shall have the authority to appoint members of each committee it creates. Each committee shall operate in accordance with the terms of such resolution.

**ARTICLE 11**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each Director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or officer of the Association may otherwise be entitled by law.

**ARTICLE 12**  
**FINANCIAL MATTERS**

12.1. Depositories. The Board of Directors shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons authorized by these Bylaws or by Board resolution to sign such checks and drafts.

12.2. Contracts; Management Contract. The Board of Directors may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

12.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors of the Association.

12.4. Annual Report. The Board of Directors shall present at the annual meeting of the Members the report of the Treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Directors shall provide all Members, at the expense of the Association, copies of said annual budget and statement of income and expense.

**ARTICLE 13**  
**BOOKS AND RECORDS**

13.1. Association Records. The Association shall keep and maintain those records required by the Declaration, the Act, and these Bylaws. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

13.2. Inspection of Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE 14** **RULES AND REGULATIONS**

The Board of Directors shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Property, equipment, facilities and utility systems of the Association. The Board of Directors may alter from time to time such rules and regulations. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their family, guests, tenants, invitees and others over whom they may exercise control or supervision.

#### **ARTICLE 15** **AMENDMENT**

15.1. By the Board. These Bylaws may be altered, amended or repealed, in whole or in part, by a majority vote of the Board of Directors at any regular Board meeting or at a special Board meeting called for that purpose.

15.2. By the Class A Members. Except as otherwise specifically provided herein, these Bylaws may be amended by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Members representing at least sixty-seven percent (67%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

15.3. By Declarant. Declarant may unilaterally amend these Bylaws if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error.

15.4. Validity. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any procedural challenge to an amendment must be made within six months of the effective date of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

15.5. Effective Date. Any amendment to these Bylaws shall be effective upon the date such amendment is duly adopted as provided for herein, which date the Secretary shall certify on the amended and file with the Association's records. The Board shall provide notice to Members of any amendment to these Bylaws, however, the receipt of such notice shall not be a prerequisite to the validity of the amendment.

## **ARTICLE 16** **GENERAL PROVISIONS**

16.1. Notices; Electronic Notice. Any notice required to be sent under the provisions of these Bylaws shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Members are required to maintain a current mailing address with the Association. In the absence of specific instruction from the Member, the Members current mailing address will be deemed to be the mailing address for the Lot owned by the Member. The Board may, by resolution, adopt a policy for notification via electronic communication or transmission (such as e-mail) to Members in lieu of notice by mail. In addition, the Board may require that Members maintain a current e-mail address with the Board for such purpose.

16.2. Dates and Times. In computing any period of time prescribed or allowed by these Bylaws, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday (either federal or Utah state), in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

16.3. Waivers. No provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce or follow it, irrespective of the number of violations which may occur.

16.4. Construction and Interpretation. These Bylaws shall be construed wherever possible as consistent with the Declaration and the Act. Conflicts between documents shall be resolved as set forth in the Declaration.

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

16.6. Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

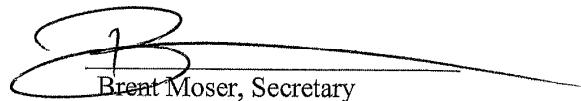
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## **CERTIFICATION**

The undersigned hereby certifies that he/she is the duly elected/appointed Secretary of the

Gateway at Sand Hollow Master Association, a Utah non-profit corporation, and the foregoing Bylaws constitute the Bylaws of said Association as duly adopted by the Board of Directors on the 20th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of May, 2024.



A handwritten signature in black ink, appearing to read "Brent Moser". The signature is enclosed in a large, thin-lined oval.

Brent Moser, Secretary

## EXHIBIT C

## ARCHITECTURAL AND DESIGN GUIDELINES

ARCHITECTURAL and DESIGN GUIDELINES for "STANDARD RESIDENTIAL"  
Summary of Architectural Guidelines for the Association's Standard RESIDENTIAL  
Neighborhoods.

These Guidelines are recommendations only and are not to be read as mandates. The Guidelines are established to encourage harmony of design and quality construction throughout the Property as defined in the Declaration. Wherever city codes and these Architectural and Design Guidelines may be in conflict, the State, County, or City codes shall prevail.

## General Conditions:

Exterior architecture and materials tending to European styling.  
Natural color palette to match the local geography.  
Timeless styling and long-term quality products on exteriors.  
Inset windows wherever possible.  
Garages set back at or behind the front elevation plane wherever possible.  
Toybox or barndominium homes allowed only on pre-approved lots.

## Home exterior walls:

Smooth trowel acrylic finish recommended where stucco is used.  
Stone, cultured stone, stucco, brick, cementitious, or batten board finishes with limited tin or lumber accents.  
Treated or synthetic exposed wood (to resist weathering).

## Roofs:

5:12 pitch or greater at main roof preferred  
Flat roofing to be aesthetically completed for benefit of elevated down-views.  
HVAC and utilities screened from street views and elevated property views.  
Slate or similar composite roof material. Flat shape preferred.  
Satellite dishes and antennas screened from street view.  
Traditional solar box-panels hidden or screened from street view.

## Doors and Windows:

Weather resistant doors and windows preferred  
Exterior Door and Garage Door designs to enhance the home appearance.  
Shutters, if any, sized to the opening.  
Gridded windows preferred.  
Inset windows preferred.

## Landscape:

Pavers and pervious materials wherever possible.  
Masonry yard walls (see appendix for detail)  
Metal or wrought iron fencing (see appendix for detail)  
Abundance of tree planting.  
Down-lighting encouraged.

A green theming with real or artificial grass as the major landscape, with rock and desert theming

as the minor landscape.

**ARCHITECTURAL and DESIGN GUIDELINES for “CUSTOM LOT” RESIDENTIAL**  
Summary of Architectural Guidelines for Association Custom Lot RESIDENTIAL Neighborhoods.

These Guidelines are recommendations only and are not to be read as mandates. The Guidelines are established to encourage harmony of design and quality construction throughout the Property as defined in the Declaration. Wherever city codes and these Architectural and Design Guidelines may be in conflict, the State, County, or City codes shall prevail.

**General Conditions:**

Exterior architecture and materials tending to European styling.  
Natural color palette to match the local geography.  
Timeless styling and long-term quality products on exteriors.  
Inset windows recommended on all exterior walls.  
Garages set back at or behind the front elevation plane wherever possible.  
Toybox or barndominium homes allowed only on pre-approved lots.

**Home exterior walls:**

Smooth trowel acrylic finish where stucco is used.  
Stone, cultured stone, stucco brick, cementitious, or batten board finishes with limited tin or lumber accents.  
Treated or synthetic exposed wood (to resist weathering).

**Roofs:**

5:12 or greater pitch at main roof preferred  
Flat roofing to be aesthetically completed for benefit of elevated down-views.  
HVAC and utilities screened from street views and elevated property views.  
Slate or similar composite roof material. Flat shape preferred.  
Satellite dishes and antennas screened from street view.  
Traditional solar box-panels hidden or screened from street view.

**Doors and Windows:**

Weather resistant doors and windows preferred  
Exterior Door and Garage Door designs to enhance the home appearance.  
Shutters, if any, sized to the opening.  
Gridded windows preferred.  
Inset windows preferred.

**Landscape:**

Pavers and pervious materials wherever possible.  
Masonry yard walls (see appendix for detail)  
Metal or wrought iron fencing (see appendix for detail)  
Abundance of tree planting.  
Down-lighting encouraged.

A green theming with real or artificial grass as the major landscape, with rock and desert theming as the minor landscape.

**ARCHITECTURAL and DESIGN GUIDELINES for “COMMERCIAL”**  
**Summary of Architectural Guidelines for Association COMMERCIAL Neighborhoods.**

These Guidelines are recommendations only and are not to be read as mandates. The Guidelines are established to encourage harmony of design and quality construction throughout the Property as defined in the Declaration. Wherever city codes and these Architectural and Design Guidelines may be in conflict, the State, County, or City codes shall prevail.

**General Conditions:**

Exterior architecture and materials tending to European styling.  
Natural color palette to match local geography.  
Timeless styling and long-term quality products on exteriors.  
Inset windows recommended on exterior walls.  
Trees (direct-plant or pots) in landscape.  
Storage units allowed only on pre-approved lots.

**Building's exterior walls:**

Smooth trowel acrylic finish recommended where stucco is used.  
Stone, cultured stone, stucco, brick, cementitious, or batten board finishes with limited tin or lumber accents.  
Treated or synthetic exposed wood (to resist weathering).

**Roofs:**

5:12 or greater pitch at main roof preferred  
Flat roofing to be aesthetically completed for benefit of elevated down-views.  
HVAC and utilities screened from street and elevated property views.  
Slate or similar composite material. Flat shape preferred. Tin and other materials approved on a case-by-case basis.  
Satellite dishes and antennas screened from street view.  
Traditional box solar panels hidden or screened from street view.

**Doors and Windows:**

Weather resistant doors and windows preferred  
Exterior doors (retail, shop or garage style) to enhance building's styling.  
Shutters, if any, sized to the opening.  
Gridded windows preferred.  
Inset windows preferred.

**Landscape and parking lots:**

A green theming with real or artificial grass as the major landscape, with rock and desert theming as the minor landscape.  
Pavers, asphalt, cement, and pervious materials.  
Masonry yard walls (see appendix for detail).  
Metal or wrought iron fencing recommended. (see appendix for detail).  
Down-lighting.  
Potted plants and tree wells.  
Shading (trees and awnings) over sidewalks and benches.  
Traditional box solar panels hidden or screened from street views.

**Signage:**

LED limited to 14' in height to reduce light pollution. Exceptions considered on a case-by-case basis.

Excessively bright lighted signage discouraged.

Billboards discouraged to minimize visual pollution.

Attached signage on buildings as per city codes.

Monument signage whenever possible.

Pole signage not to exceed 30 feet in height to preserve view corridors. Exceptions considered on a case-by-case basis.

Signage to be maintained to a fresh appearance standard.