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DOC # 20250030961

Amended Restrictive Covenants
Gary Christensen Washington County Recorder Page 1 of 59
09/10/2025 10:59:33 AM Fee \$ 92.00
By JENKINS BAGLEY SPERRY PLLC

Recorded at the request of:
Warm Springs HomeOwners Association

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
WARM SPRINGS TOWNHOMES**

Prepared by:



285 W. Tabernacle, Ste. 301
St. George, UT 84770

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
WARM SPRINGS TOWNHOMES**

PREAMBLE

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (this "Declaration") was approved by an instrument signed by not less than sixty-seven percent (67%) of the Owners and the consent of at least fifty-one percent (51%) of the first mortgagees, pursuant to Article XI, Section 4, of the Original Declaration (defined below), and amends, restates, wholly replaces and substitutes the following:

- Declaration of Covenants Conditions and Restrictions of Warm Springs Townhomes, recorded with the Washington County Recorder on January 3, 1994, as Document No. 00454133, in Book 0784, at Pages 0558–0583 ("Original Declaration");
- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for Warm Springs Townhomes prior to the date of this Declaration, whether or not recorded with the Washington County Recorder, State of Utah.

This Declaration, as amended and restated herein, shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the real property described in Exhibit A shall be held, sold, and conveyed subject to this Declaration, including any additional future amendments. The Association hereby reaffirms the dedications and covenants, conditions, and restrictions as amended and restated in this Declaration.

The Community Association Act, Utah Code §§ 57-8a-101 et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration, except as to Article IV, Section 12, regarding insurance, and any other section or provision expressly excepted. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and this Declaration—provided by law or in equity—are cumulative and not mutually exclusive.

RECITALS

WHEREAS, the Warm Springs Townhomes Subdivision is a planned unit development located in Washinton City, Washington County, Utah, and consists of one phase, including all of the real property identified by the Plat titled WARM SPRINGS TOWNHOMES PHASE 1 – AMENDED, excepting Lots 3, 4, 5, and 6 (herein the "Warm Springs Townhomes Subdivision"). Said property is more particularly described in Exhibit A hereto and constitutes the Warm Springs Townhomes Subdivision, and;

WHEREAS, as identified or otherwise set forth in the Original Declaration and Plat, the real property within the Warm Springs Subdivision was developed by the Declarant and each of the Lots therein were conveyed subject to certain protective covenants, conditions, restrictions,

reservations, assessments, charges, and liens. The Common Areas within the Warm Springs Townhomes Subdivision were also dedicated and patented to the Association and each Owner of a Lot within the Warm Springs Townhomes Subdivision is a Member of the Association.

DECLARATION

NOW, THEREFORE, Declarant declared and the Association hereby restates that all of the property situated in Washington County, State of Utah, identified and described in Exhibit A attached hereto and incorporated herein by this reference, shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges, and liens, and the Map recorded with the Washington County Recorder titled "Warm Springs Townhomes Phase 1 – Amended," consisting of one sheet, prepared and certified by Dale A. Williams, a Utah Registered Land Surveyor, which are all for the purpose of protecting the value and desirability of, and which shall be construed as covenants of equitable servitude and shall run with the Properties and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each other thereof.

ARTICLE I – DEFINITIONS

In addition to any defined terms in the preamble, recitals, or elsewhere in this Declaration, which are hereby incorporated, the following definitions shall control in this Declaration. Words and phrases not defined in this Declaration shall be given their ordinary meaning and be supplemented by any definitions in the Act, as well as any applicable resolutions or rules, if any. In the event of any conflict, the more specific and restrictive definition shall apply.

Section 1. Declaration shall mean and refer to this instrument, as amended from time to time.

Section 2. Plat or Map shall mean and refer to the subdivision plat recorded with the Washington County Recorder, State of Utah, on January 3, 1994, as Number: 454132, captioned "Warm Springs Townhomes Phase 1 – Amended," excluding Lots 3, 4, 5, and 6 and the Common Areas and Limited Common Areas appurtenant to said Lots 3, 4, 5, and 6, or any replacements thereof, or additions thereto. References to the Plat or Map shall also include any amendments or supplements thereto.

Section 3. Properties shall mean and refer to that certain property described in Exhibit A.

Section 4. Common Area shall mean and refer to that portion of property owned by the Association and shown on the Plat as dedicated to the common use and enjoyment of the Owners. Common Area shall mean and include all real property identified by the Plat, including the Limited Common Area, but excluding all Lots. Use of the term Common Area herein shall also exclude Lots 3, 4, 5, and 6 and any Common Areas and Limited Common Areas appurtenant to Lots 3, 4, 5, and 6.

Section 5. Limited Common Area shall mean and refer to that portion of property owned by the Association and shown on the Plat as dedicated to the exclusive use and enjoyment of the Owner of the Lot to which such Limited Common Area is adjacent and/or appurtenant, subject to rights of the Association, as herein set forth.

Section 6. Lot shall mean and refer to any separately numbered and individually described plot of land shown on the Plat, designated for private ownership and shall exclude the Common and Limited Common Areas.

Section 7. Townhome shall mean and refer to a single-family dwelling, with or without walls or roofs in common with other single-family dwelling Lots, and shall include fee title to the real property lying directly beneath said single-family dwelling.

Section 8. Owner shall mean and refer to the entity, person, or group of persons owning fee simple title to any Lot which is within the Properties. Regardless of the number parties participating in ownership of each Lot, those parties shall be treated, as a group, as one Owner. Notwithstanding any applicable theory relating to a mortgage, the term Owner shall not mean or include a mortgagee unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 9. Association shall mean and refer to Warm Springs HomeOwners Association, its successors and assigns. Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the Association.

Section 10. Member shall mean and refer to every person or entity who holds membership in the Association. Each Owner shall be a Member of the Association. The terms "Owner" and "Member" shall be synonymous.

Section 11. Board shall mean and refer to the Board of Directors of the Association, the members of which shall be elected pursuant to the Bylaws and other Governing Documents. Except as may otherwise be provided, 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. The Board is the governing body of the Association and acts in all instances on behalf of the Association, except as limited in the Declaration or the Bylaws.

Section 12. Declarant shall mean and refer to John G. Graham and Gail Graham and their heirs, successors, and assigns (references herein to the Declarant are for historical purposes and context).

Section 13. Governing Documents shall mean and collectively refer to the Articles, Declaration, Plat, Bylaws, Rules, design criteria, and any other written instrument covering the operation and maintenance of the Warm Springs Townhomes Subdivision, including all documents identified in Utah Code § 57-8a-102, by which the Association may exercise powers or manage, maintain, or otherwise affect the Properties, as any of the foregoing may be amended from time to time.

ARTICLE II – PROPERTY RIGHTS

Section 1. Title to the Common Area. Pursuant to the Owner's Dedication in the Plat, and the Original Declaration, the Declarant, its successors and assigns, covenanted to convey fee simple title to the Common Area, which includes the Limited Common Area, to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, subject to covenants, restrictions, easements, encumbrances, and liens created by or pursuant to the Original Declaration, easements and rights-of-way of record, and a covenant by the Association to maintain the Common Area in good repair and condition at all times and to operate the same at its own expense in accordance with high standards, which covenants shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns. The Association hereby ratifies and reaffirms such dedications and conveyances, and further covenants the Common Area shall be subject to the covenants, restrictions, easements, encumbrances, liens, easements, and rights-of-way of record as set forth and amended by this Declaration.

Section 2. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to limit the number of guests of Members using the Common Area.

(c) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against the Member's Lot remains unpaid; and for a period of not exceed sixty (60) days for any infraction of its published rules and regulations.

(d) With the approval of sixty-seven percent (67%) of the Owners, the right of the Association to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release, or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility.

(e) The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of the preceding subparagraph, and such grants may be made by the Association according to said Association's Articles and Bylaws.

(f) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(g) The right of each individual Lot Owner to the exclusive use of the Limited Common Area adjacent and appurtenant to the Owner's respective Lot.

(h) The terms and conditions of this Declaration.

(i) The right of the Association, by rule, to restrict a sex offender, as defined in Utah Code § 77-27-21.7 from accessing a protected area that is maintained, operated, or owned by the Association, subject to the exceptions described in § 77-27-21.7(3).

Section 3. Limited Common Area. Ownership of each Lot shall entitle the Owner thereof to the exclusive use of the Limited Common Area adjacent and appurtenant thereto.

Section 4. Delegation of Use. Any Owner shall be deemed to delegate the Owner's right of enjoyment to the Common Area to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on the property. No one who is a non-resident shall have any such right of enjoyment.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is Owner of any Lot shall be a Member of the Association. The term "Owner" shall include contract purchasers, but shall not include persons or entities who hold an interest merely as security for the performance of an obligation unless and until said holder has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure. Membership shall be appurtenant to, and may not be separated from ownership of any Lot. Membership in the Association shall automatically transfer upon transfer of title by the record Owner to another person or entity without additional documentation beyond the necessary to transfer title.

Section 2. Voting Rights. All Members shall be 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 and constitute jointly, one 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 shall be conclusively presumed to be the vote attributable to the Lot concerned, unless written objection is made prior to said meeting, or verbal objection at said meeting, by another co-Owner of the same Lot. In the event objection is made, the vote involved shall not be counted for any person except to determine whether a quorum exists.

ARTICLE IV – FINANCES AND OPERATIONS

Section 1. Creation of the Lien and Personal Obligations 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, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges; (b) special assessments; and (c) any other amount or assessment levied by the Board pursuant to this Declaration. Such assessments, are to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and a reasonable attorney fee shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection, and a reasonable attorney fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors-in-title unless expressly assumed by them, but such delinquent assessments shall continue as a lien upon such land.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties, and in particular for the improvement and maintenance of property , services, and facilities devoted to this purpose and related to the use and enjoyment of the Common

Areas and of the Townhomes and other areas situated upon the Properties for which the Association has an obligation to maintain, repair, or replace. The assessments must provide for but are not limited to, the payment of administrative expenses of the Association, insurance deductible amounts, and the establishment of a reserve account for repair, maintenance, and replacement of those Common Areas and any other areas or elements within the Properties for which the Association has an obligation to maintain, repair, or replace, which must be replaced on a periodic basis, and the assessments may provide, at the direction of the Board, for the payment of other charges, including, without limitation, trash collection, sewer, and water costs required by this Declaration or that the Board shall determine to be necessary to meet the primary purpose of the Association.

Section 3. Budget. At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the Members. A budget presented by the Board is only disapproved if Member action to disapprove the budget is taken in accordance with § 57-8a-215 of the Act.

Section 4. Special Assessments. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of Common Area or any other area for which the Association has an obligation to maintain, repair, or replace, including structures, fixtures, and personal property related thereto. Any special assessment in an amount of \$2,500 or more , per Lot, shall require the assent or approval of at least 51% of all the Members.

Section 5. Annual Assessments. The Association shall have the authority to levy annual assessments and may change the annual assessment prospectively for any annual period provided that any increase in an amount of 51% or more of the prior year's annual assessment shall require the assent or approval of all the Members.

Section 6. Additional Assessments. In addition to the annual assessments and special assessments authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other Common or Limited Common Areas from the activities of the City of Washington in maintaining, repairing, or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual Townhomes, and that they are installed and shall be maintained to City specifications.

Section 7. Uniform Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, no assessment shall be levied upon a Lot upon which no Townhome has been constructed. Further, the rate of assessment upon a Lot upon which a Townhome has been constructed but not certified for occupancy shall be one half (1/2) the assessment of other Lots.

Both annual and special assessments may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Duties of Board: Due Dates: Adjustment of Assessments in Certain Cases.

At least 30 days prior to the commencement of each new assessment period, the Board shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. Receipt of notice shall not be a prerequisite to validity of the assessment.

The due dates shall be established by the Board, upon which dates the assessments for any year shall become due and payable; provided, that the Board may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The due date of any special assessments authorized herein shall be fixed by the Board, subject to the same notice and payment requirements pertaining to annual assessments.

A first or second mortgagee who has made a written request including the mortgagee's name and address, and the Lot number of the Townhome it has the mortgage on, is entitled to a written certificate from the Association advising of any default in the performance by an Owner of any obligation due under this Declaration which is not cured within 60 days, provided however that said mortgagee shall be responsible for the actual cost of providing such certificate.

Section 9. Effect of Non-Payment of Assessment – Remedies of the Association. Any assessment or installment thereof not paid within 30 days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of 18% per annum (or such different rate as the Board shall determine appropriate) until paid. In addition to interest, a late fee of \$50.00, or such other amount determined by the Board in accordance with § 57-8a-201 of the Act, shall be charged for each assessment or installment thereof that is not paid within 30 days after it is due.

The Association may bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or may foreclose the lien against the property 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 performed by the Association in behalf of the delinquent member, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, sale, or foreclosure, and a reasonable attorney fee, together with an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure and the Association shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the other security.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of the Owner's Lot.

The Association shall have the right to collect assessments through a lawsuit, judicial foreclosure, non-judicial foreclosure (subject to § 57-8a-303 of the Act), or other means as provided in §§ 57-8a-301 to -311 of the Act. Such remedies shall be cumulative and not exclusive. The Association and each Lot Owner hereby conveys and warrants, pursuant to §§ 57-8a-212 and 57-8a-302 of the Act, and Utah Code § 57-1-20, to attorney Bruce C. Jenkins, of the law firm Jenkins Bagley Sperry, PLLC, or any successor trustee the Association appoints, with power of

sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage 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 or second mortgage or any proceeding in lieu thereof, shall extinguish the lien resulting from such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot Owner from liability for assessments thereafter becoming due or from the lien attaching for such after occurring assessments.

Section 11. Exempt Properties. The following property subject to this Declaration shall be exempt from the assessment, charge, and lien created herein:

- (a) Any properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common and Limited Common Area.

However, no land or improvement devoted to dwelling use shall be exempt from said assessment, charge, and lien.

Section 12. Insurance.

- (a) The Association shall obtain and continue in effect;
 - (i) Property damage insurance, in one of the following alternate forms:
 - (A) a policy of property insurance equal to full replacement costs (exclusive of land, foundation, excavation, and other like items) of the Common Area, Limited Common Area, and improvements thereon. The Association shall also require each Owner to obtain a similar policy of insurance covering full replacement value (exclusive of land, foundation, excavation, and other like items) of the Owner's Lot and the improvements thereon with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with the provision that the policy may not be canceled with less than thirty days written notice to the Association;
 - Or**
 - (B) in the alternative to the obtaining of insurance specified previously in subparagraph (A) and with the approval of at least sixty-seven percent (67%) of all the Owners, the Association may obtain a "master" or "blanket" policy of insurance equal to full replacement cost (exclusive of land, foundation, excavation, and other like items) of the Lots, Common Area, Limited Common Areas and improvements thereon, with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with a provision that that the policy may not be canceled upon less than 30 days written notice to the Association.

Insurance procured under this subparagraph (a) shall (1) include an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement, (2) include construction code endorsement, providing that coverage shall be extended to the cost of construction, if any, required by reason of code provisions requiring changes to undamaged portions of partially demolished premises be made in accordance with current building codes, and (3) afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and of debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and such other risks as are customarily covered in similar projects. The maximum deductible shall be \$10,000.00 or 1% of the policy amount whichever is lesser, except in case of coverage related to individual units, in which case the deductible shall be the \$1,000.00 or 1% of the policy amount, whichever is lesser.

(ii) a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal and legal liability that results from employment contracts to which the Association is a party. Such liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

(iii) Fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents, or others responsible for handling funds held and collected for the benefit of the Owners. Said fidelity insurance shall (1) name the Association as obligee or beneficiary, and (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserve of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

(b) Insurance Policy Provisions. Any insurance obtained by the Association shall provide that:

(i) the named insured under any such policies shall be the Association, "for the use and benefit of the lot owners" and shall have standard mortgagee clauses;

(ii) insurance coverage may not be brought into contribution with insurance purchased by the Lot Owners or their mortgagees;

(iii) coverage must not be prejudiced by (A) any act or neglect of the Lot Owners when such act or neglect is not within the control of the Association, or (B) any failure of the Association to comply with any warrant or condition regarding any portion of the premises over which the Association has no control;

(iv) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Association;

(v) the insurer shall waive subrogation as to any and all claims against invalidity arising from the acts of the insured;

(vi) the insurer shall waive any defense based on co-insurance (i.e., the insurance shall be primary, even if a Lot Owner has other insurance that covers the same loss); and

(vii) any provision that the carrier may elect to restore damage in lieu of a cash settlement shall not be exercisable without the prior written approval of the Association or when in conflict with any requirement of law.

(c) Insurance Related Provisions. Premiums for insurance obtained by the Board pursuant to these sections shall be a common expense of the Association, and shall be collectable from members of the Association as part of the annual assessments.

(i) Each owner shall insure his own personal property, and shall insure his real property for his own benefit.

(ii) Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, and liability insurance and fidelity bond meeting the insurance and fidelity bond requirement for planned community development projects established by the Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or owner of a lot within the project, except to the extent such coverage is not available, or has been waived in writing Federal National Mortgage Association or Government National Mortgage Association.

(iii) A first mortgagee who has made written request including the mortgagee's name and address, and the lot number of the unit it has the mortgage on shall be entitled to receive written notice of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association at said mortgagee's cost.

(d) Director's and Officer's Insurance. The Board shall obtain director's and officer's liability insurance for officers and directors of the Association. Such insurance shall, among other coverages, include coverage for both monetary and non-monetary claims, shall not include an exclusion for emotional distress claims, and shall be in an amount customary for a project of a type the same as or similar to this project.

Section 13. Payments by First Mortgagees. First mortgagees of Lots may jointly or singly pay taxes or other charges which are in default, and which have or may become a charge against any or Limited Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such common property. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 14. Condemnation. A first mortgagee who has made written request including the mortgagee's name and address, and the Lot number of the Townhome has the mortgage on, shall be entitled to receive a written notice of condemnation action that affects a material portion of the Properties, or a material portion of the Townhome securing its mortgage. In any proceedings, negotiations, or settlement for condemnation of all or part of the Properties, the Association shall be the agent of the Owners, and is hereby appointed their attorney-in-fact for such purpose. Any proceeds shall be payable to the Association for the benefit of the Owners and their mortgagees, as their interests may appear. In the event the Association is required to interplead, as required by law, such funds, it shall be entitled to reasonable attorney's fees and costs incurred in such action.

Section 15. Reserve Analysis/Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than every six years and shall review and, if necessary, update a previously prepared reserve analysis every three years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

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

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

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

Section 16. Delinquent Owner. Pursuant and subject to § 57-8a-309 of the Act, the Association may terminate certain rights of delinquent Lot Owners.

Section 17. Tenant Payment of Assessments. Pursuant and subject to § 57-8a-310 of the Act, the Association may require a tenant under a lease with a Lot Owner to pay the Association future lease payments in the event the Lot Owner is delinquent.

Section 18. Reinvestment Fee Assessment.

(a) In addition to all other assessments and upon the conveyance of a Lot there shall be one reinvestment fee charged to the buyer or seller, as the buyer and seller may determine, comprised of one or more of the following charges:

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

(b) This reinvestment fee shall not exceed one-half percent (0.5%) of the value of the Lot, plus all improvements. The amount of the reinvestment fee shall be set by the Board; provided the Board give the Owners notice of the amount of the reinvestment fee and subject to Member disapproval as set forth in Utah Code § 57-1-46. When the seller is a financial institution, the reinvestment fee shall be limited to the costs directly related to the transfer, not to exceed \$250.00. The Association may assign the charges directly to the Association's manager.

(c) This reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

Section 19. Association Transfer Fee. Pursuant to the following, and in accordance with Utah Code § 57-1-46, the Association may charge and collect an association transfer fee, charge, or payment that is related to the sale of real property and as a result of a transfer of the real property, which is imposed on a buyer or seller by the Association or a person acting on behalf of the Association.

ARTICLE V – PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls, and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, an Owner who by the Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance, and paid for out of the proceeds of the same.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land, and shall pass to such Owner's successor-in-title.

Section 6. Construction. All party walls shall be constructed of block of an identical size and color, to the extent reasonably available, to the existing walls upon the Properties.

ARTICLE VI – PLAN REVIEW

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required, and compliance with this article will be deemed to have been made; however, no plans and specifications may violate the terms and conditions of the Governing Documents and all plans and specifications shall be in harmony with the other improvements in the Properties. If the Board denies plans and specifications, the Board shall provide the Owner with written notice in accordance with § 57-8a-109. Notwithstanding the foregoing, any plans and specifications that are expressly prohibited by this Declaration shall not be deemed approved in any circumstance.

The Board may adopt and amend reasonable standards against which to examine any request made pursuant to this Article in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of improvements in the Properties. This power shall include the power to issue design guidelines or other rules which, among other provisions, may set forth procedures for the submission of plans for approval and state additional factors which it will take into consideration in reviewing submissions. The adoption and amendment of any such design guidelines or other rules shall comply with the requirements of §§ 57-8a-217 and -218 of the Act.

The Association may charge a plan fee that is equivalent to the cost of reviewing the plans. As used in this Section, "plans" mean any plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

ARTICLE VII – EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Each Owner shall be primarily responsible for maintenance of the exterior of the Townhome owned by said Owner, and any Limited Common Area appurtenant thereto. The Association shall, however, in addition to maintenance upon the Common Area, have the right upon default of the Owners, to properly maintain said exterior, and after ten days written notice to provide exterior maintenance upon each Lot and Limited Common Area, to maintain said exterior and Limited Common Area, but not limited to the following: paint, general repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences,

street signs, lights, mailboxes, trees, shrubs, grass, walks, driveways, glass doors and screens on the Lot, and maintenance to other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance performed by the Association, shall be assessed against the Lot upon which maintenance is done, and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof, and, it shall be subject to all collection or enforcement rights held by the Association for such assessment including lien rights and shall be the obligation of the Owner, and shall become due and payable in all respects as provided in Article IV hereof.

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

ARTICLE VIII – USE RESTRICTIONS

Section 1. General Use Restrictions. All of the properties which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to, community buildings. All buildings or structures erected in the Properties shall be of new construction, and no buildings or structures shall be removed from other locations and brought to the Properties, and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn, or other outbuilding shall be placed or used on any Lot at any time, without prior written approval from the Board.

Section 2. Signs: Commercial Activity. Except for one “For Rent” or “For Sale” sign of not more than five (5) square feet, and as expressly provided in § 57-8a-218 of the Act, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties. The foregoing restrictions shall not apply to the Association in furtherance of its powers and purposes set forth in the Governing Documents.

Section 3. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Properties, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any said Lots, except that dogs, cats, or other household pets, two or less in total number, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in

an annoyance, or are obnoxious, by noise, smell, or otherwise, to Lot Owners. All pets must be kept in the Lots or on a leash when in the Common Area.

Section 5. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of said Common Area, other than as permitted in this Declaration or as may be allowed by the Board. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners in the Properties and is necessary for the protection of the interests of all said Owners in and to the Common Area.

No motor vehicle which is inoperable shall be placed in parking areas, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the Owner's expense. Such expense of removal shall be secured by the lien for assessment obligations as previously provided herein. Without a court order, inoperable vehicles may be towed only from Common Areas pursuant to Utah Code §§ 72-9-603 to -604. Towing vehicles from a Lot or public road will require a court order.

Recreational vehicles, boats, travel trailers and similar property may not be parked in common parking areas, and unless permitted by rule of the Association, may not be parked in parking areas designated for exclusive use.

Section 6. External Apparatus. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies, or shutters) to be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof of any Lot or Townhome, or on the outside of window or doors of any Lot or Townhome, without the prior written consent of the Board.

Section 7. Exterior Television or Other Antennas. No exterior radio or other antennas, except one television antenna which shall not exceed four feet in height, per Lot, may be placed, allowed or maintained upon any Lot or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the Board. Notwithstanding the foregoing, antennas and dishes provided for in the Over-the-Air Reception Devices Rule are permitted.

Section 8. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any Lot. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any Lot.

Section 10. Interior Utilities. All utilities, fixtures, and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act

nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

Section 11. Leases. Any lease or rental agreement shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by lessee to comply with the terms of such Governing Documents shall be a default under the lease. So long as the Association permits at least 35% of the Lots to be rental lots, the Association may charge a Lot Owner who owns a rental lot an annual fee in accordance with § 57-8a-209 of the Act.

Section 12. Internal Accessory Dwelling Units for Detached Dwellings. For an internal accessory dwelling unit ("IADU") approved by the local governmental authority pursuant to Utah Code § 10-9a-530, the Owner shall provide to the Association, upon request and as a condition to maintain an IADU within the existing footprint of the Owner's Townhome, the following information:

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

Section 13. Water-Efficient Landscaping Rules. The Board shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions, and may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

Section 14. Electronic Vehicle Charging. Electronic Vehicle charging systems may be installed pursuant and subject to § 57-8a-801 to -802 of the Act.

Section 15. Solar Energy Systems. Any application to the Association for a solar energy system must comply with the requirements and limitations set forth in § 57-8a-701 to -703 of the Act. As used in this Section, the term "solar energy system" is as defined in § 57-8a-102(27) of the Act.

Section 16. Activities in Townhomes and Backyards. Activities in Townhomes and backyards may be conducted pursuant and subject to § 57-8a-218 of the Act.

Section 17. Rules and Regulations. The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a Limited Common Area, an Owner, a Lot, or a Townhome, the Board shall give at least 15 days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, or expanding rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under

consideration. A rule or design criteria that the Board adopts, amends, cancels, limits, creates exceptions to, or expands is only disapproved if Owner action to disapprove the rule or design criteria is taken in accordance with § 57-8a-217 of the Act. Rules should conform to the limitations in §§ 57-8a-217 and 218 of the Act.

Section 18. Tenant Liability. Pursuant to § 57-8a-218(2)(b) of the Act, a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the Governing Documents by the tenant.

Section 19. Eminent Domain. If part of the Common Area is taken by eminent domain: (a) the entity taking part of the Common Area shall pay to the Association the portion of the compensation awarded for the taking that is attributable to the Common Area; and (b) the Association shall equally divide any portion of the award attributable to the taking of a Limited Common Area among the Owners of the Lots to which the Limited Common Area was allocated at the time of the taking. The Association shall also submit for recording to the county recorder the court judgment or order in an eminent domain action that results in the taking of some or all of the Common Area.

Section 20. Walls. Any and all walls approved and constructed in accordance with Article VI shall be constructed of block of an identical size and color, to the extent reasonably available, to the existing walls upon the Properties.

ARTICLE IX – EASEMENTS

Section 1. Encroachments. Each Lot and the property included in the common and Limited Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by Declarant. A valid easement for said encroachments and for the maintenance same, so long as it stands, shall and does exist. In the event the structures of improvements on Lots are partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or common or Limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utilities. There is hereby created a blanket easement upon, across, over, and under all of the Properties for ingress, egress, limited to water, sewer, gas, telephone, and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate, and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewer lines, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant, or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document,

the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the Common Areas of the Properties shall be maintained by the Association.

Section 3. Police, Fire, and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons to enter upon the streets and common and Limited Common Area in the performance of their duties.

Section 4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited areas and any Lot to perform the duties of maintenance and repair.

Section 5. Other Easements. The easements provided for in this article shall in no way affect any other recorded easement.

ARTICLE X – GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, including but not limited to any proceeding at a law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by the Original Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney fee upon successful enforcement against said party.

Section 2. Severability. All of said conditions, covenants, and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the 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.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 4. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended by the affirmative vote, assent, or approval of not less than 51% of all the Owners

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

Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Section 5. Notices. Any notice required to be sent under the provisions of this Declaration shall be sent in accordance with the Bylaws.

Section 6. 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.

Section 7. Waivers. No provision contained in the 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.

Section 8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the Declaration.

Section 9. Action of the Association. Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the Association.

Section 10. Rules Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of the Governing Documents. If for any reason this Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

Section 11. Fines. The Association, through its Board, shall have the power to levy fines for violations of the Association's Governing Documents and fines may only be levied for violations of the Governing Documents. In addition to the levying of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the Governing Documents. The Board shall adopt a rule for the procedure to enforce the Governing Documents and levy fines, including a schedule of fines.

Section 12. Non-Liability for Tort. The Association shall not be liable, in any civil action brought by or on behalf of an Owner, for bodily injury occurring to an Owner, or an Owner's guests, invitees, licensees, or trespassers, on the Association's Common Area or Limited Common Area. This immunity from liability shall not be effective if the Association causes bodily injury to the Member on the Common Area or Limited Common Area by its willful, wanton, or grossly negligent act of commission or omission.

Section 13. Non-Liability for Common Area. From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Owners shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use, and enjoyment, of the Common Area shall be within, under, and subject to the Association—and not Owners. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

Section 14. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of providing for a uniform plan for the development of a residential community and for the maintenance of the Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by this Declaration.

Section 15. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the President of the Association hereby certifies, on this 5 day of September, 2025, that this Amended and Restated Declaration (1) was approved by an instrument signed by not less than sixty-seven percent (67%) of the Owners, which instrument is attached hereto as Exhibit B; and (2) was approved by the consent of at least fifty-one percent (51%) of the first mortgagees.

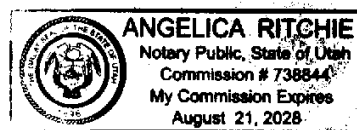
WARM SPRINGS HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: John Wesley Olsen
Its: President

State of Utah)
:ss.
County of Washington)

On this 5 day of September, 2025, before me personally appeared John Wesley Olsen, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of Warm Springs HomeOwners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

Angelica Ritchie
Notary Public



**Exhibit A
(Legal Description)**

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

All of Lots 1 through 2 and Lots 7 through 40, together with all Common Area, Warm Springs TH 1 Amd (W), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-WST-1-1 through W-WST-1-2

PARCEL: W-WST-1-7 through W-WST-1-40

Exhibit B
(Signed Instruments)

4.25.25 1

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 1 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 18 day of Aug, 2025

(print name)

(print name)

(signature)

(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

AUG 16 2025

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

7

#27

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Monday, August 25, 2025 2:06:45 PM
Last Modified: Monday, August 25, 2025 2:09:20 PM
Time Spent: 00:02:35
First Name: Victoria
Last Name: Rose,
Email: victorialrose067@gmail.com
Custom Data: 7
IP Address: 47.5.55.129

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration:

Q2

Sole Owner

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Victoria Lanier
Warm Springs HOA Lot/Unit #	145 east
Warm Springs HOA Street Address	145 east arrowweed wY
City/Town	Washington
State/Province	Utah
ZIP/Postal Code	84780
Email Address	victorialrose067@gmail.com
Phone Number	4356327185

Firefox

about:blank

16.25.25

9

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 9 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 24 day of August, 2025

Kimberly Sorenson
(print name)

(print name)

[Signature]
(signature)

(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

2025-21 CM 7.1 Consent Ballot WS CDE 5100.0021b.doc

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

10

#3

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Monday, July 07, 2025 8:16:43 PM
Last Modified: Monday, July 07, 2025 8:18:50 PM
Time Spent: 00:02:07
First Name: Baylen
Last Name: Tullis,
Email: bay.pentz@gmail.com
Custom Data: 25
IP Address: 174.220.163.140

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration:

Q2

Sole Owner

I am on title of this property as recorded at the Washington
County Recorders Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Baylen Pentz
Warm Springs HOA Lot/Unit #	10
Warm Springs HOA Street Address	173 East Arrowweed Way
City/Town	Washington
State/Province	UT
ZIP/Postal Code	84780-2406
Email Address	bay.pentz@gmail.com
Phone Number	4356691337

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

11

#1

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Monday, July 07, 2025 10:59:16 AM
Last Modified: Monday, July 07, 2025 11:02:23 AM
Time Spent: 00:03:06
First Name: Shiloh & Tara
Last Name: Rowlette, Roger
Email: tarapentz@gmail.com
Custom Data: 26
IP Address: 104.28.123.133

Page 1: Part 1. - OFFICIAL BALLOT -

Q1 **For**

Amended and Restated Declaration:

Q2 **Co-owner**

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Tara
Warm Springs HOA Lot/Unit #	11
Warm Springs HOA Street Address	148 E Arrowweed
City/Town	Washington
State/Province	Utah
ZIP/Postal Code	84780
Email Address	Tarapentz@gmail.com
Phone Number	4356688239

Firefox

about:blank

46-25-25

12

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 12 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 24 day of AUGUST, 20 25.

NATHAN BEITLER (print name)
(print name)

[Signature] (signature)
(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

25-Aug-23 06:11 4 Consent Ballot WS GPU 5100 002 bb.doc

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

13

#5

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, July 09, 2025 2:41:46 PM
Last Modified: Wednesday, July 09, 2025 2:44:36 PM
Time Spent: 00:02:49
First Name: Allie Drue
Last Name: Meldrum,
Email: justmeealliedee@gmail.com
Custom Data: 13
IP Address: 96.60.38.40

Page 1: Part 1. - OFFICIAL BALLOT -

Q1 **For**

Amended and Restated Declaration:

Q2 **Co-owner**

I am on title of this property as recorded at the Washington
County Recorders Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Allie Meldrum
Warm Springs HOA Lot/Unit #	13
Warm Springs HOA Street Address	158 E Arrowweed Way
City/Town	Washington
State/Province	Ut
ZIP/Postal Code	84780
Email Address	Justmeealliedee@gmail.com
Phone Number	4357048595

46-25-25

14

not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 25 day of August, 2025

Kay Hilt
(print name)

Dana West
(print name)

Kay Hilt
(signature)

(signature)

Dana West

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

16

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 25, 2025 12:55:05 PM
Last Modified: Friday, July 25, 2025 12:56:12 PM
Time Spent: 00:01:06
IP Address: 208.66.39.15

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration:

Q2

Sole Owner

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Gary Gilbert
Warm Springs HOA Lot/Unit #	16
Warm Springs HOA Street Address	paper
City/Town	paper
State/Province	paper
ZIP/Postal Code	paper
Email Address	paper
Phone Number	paper

16

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 16 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED this 10 day of July, 2025

Gary Gilbert (print name) Lilli Gilbert (print name)

[Signature] (signature) Lilli Gilbert (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George UT 84791

EMAIL: help@tmg-hoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

17

#2

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Monday, July 07, 2025 12:27:16 PM
Last Modified: Monday, July 07, 2025 12:28:27 PM
Time Spent: 00:01:10
First Name: Melissa & John
Last Name: MacLellan,
Email: jwole@msn.com
Custom Data: 23
IP Address: 96.60.177.238

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration;

Q2

Co-owner

I am on title of this property as recorded at the Washington
County Recorders Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	John W. Olsen
Warm Springs HOA Lot/Unit #	17
Warm Springs HOA Street Address	182 E Arrowweed Way
City/Town	Washington
State/Province	Utah
ZIP/Postal Code	84780
Email Address	jwole@msn.com
Phone Number	435-773-7193

46.25.25 18

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 18 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 21 day of August, 2025.

CHAD BOYCE / 4B PARTNERS (print name)

Chad Boyce (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

19

#26

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Monday, August 25, 2025 1:24:23 PM
Last Modified: Monday, August 25, 2025 1:25:25 PM
Time Spent: 00:01:02
First Name: Collin
Last Name: Rasmussen,
Email: rasmussen4collin@gmail.com
Custom Data: 19
IP Address: 8.227.197.46

Page 1: Part 1. - OFFICIAL BALLOT -

Q1 **For**

Amended and Restated Declaration:

Q2 **Sole Owner**

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Collin Rasmussen
Warm Springs HOA Lot/Unit #	194
Warm Springs HOA Street Address	194 E Arrowweed Way
Email Address	Rasmussen4Collin@gmail.com
Phone Number	4352534876

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

21

#4

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Wednesday, July 09, 2025 2:25:57 PM
Last Modified: Wednesday, July 09, 2025 2:28:39 PM
Time Spent: 00:02:41
First Name: James & Teresa
Last Name: Fugate,
Email: tmfug8@gmail.com
Custom Data: 21
IP Address: 96.60.218.246

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration:

Q2

Co-owner

I am on title of this property as recorded at the Washington
County Recorders Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Teresa & James Fugate
Warm Springs HOA Lot/Unit #	#21
Warm Springs HOA Street Address	204 E Arrowweed Way
City/Town	WASHINGTON
State/Province	UT
ZIP/Postal Code	84780
Email Address	tmfug8@gmail.com
Phone Number	3042831756

Firefox

about:blank

4.25.25

22

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 22 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 24 day of August, 2025.

Bryon W. Johnson (print name)
(print name)

Bryon W. Johnson (signature)
(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

24-00-23 CM 7.4 Consent Ballot WS GDU 5100 002 hb.doc

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

25

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 25, 2025 12:56:16 PM
Last Modified: Friday, July 25, 2025 12:57:42 PM
Time Spent: 00:01:26
IP Address: 208.66.39.15

Page 1: Part 1, - OFFICIAL BALLOT -

Q1 For
Amended and Restated Declaration:

Q2 Sole Owner
I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3
To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Kathy S Tullis
Warm Springs HOA Lot/Unit #	25
Warm Springs HOA Street Address	paper
City/Town	paper
State/Province	paper
ZIP/Postal Code	paper
Email Address	paper
Phone Number	paper

25

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) _____ in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 10 day of July, 2025

Kathy S. Tullis (print name)

Kathy S. Tullis (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #1B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmgta.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

27

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 27 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 19 day of Aug., 2025

SHELIA (print name) SUTCLIFFE (print name)

SHELIA (signature) SUTCLIFFE (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

28

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 25, 2025 12:52:37 PM
Last Modified: Friday, July 25, 2025 12:53:48 PM
Time Spent: 00:01:10
IP Address: 208.66.39.15

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

Against

Amended and Restated Declaration:

Q2

Sole Owner

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Brent Parsons
Warm Springs HOA Lot/Unit #	28
Warm Springs HOA Street Address	Papaer
City/Town	paper
State/Province	paper
ZIP/Postal Code	paper
Email Address	paper
Phone Number	paper

WS 28

Parsons

I/We, the Owner(s) of Lot(s) _____ in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☐ FOR

☒ AGAINST

DATED, this 11 day of July, 2025

Robert Parsons (print name)

(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Firefox

about:blank

29

8.25.25

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 29 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 24 day of August, 2025

Debra (print name) Ram (print name)

[Signature] (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

25-06-21 ON 7 4 Consent Ballot WS CDTU 5100 002 hb.doc

30

4.25.25

CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS

I/We, the Owner(s) of Lot(s) 32 30 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 23 day of August, 2025

James Pollock (print name)

James Pollock (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

4-25-25 31

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 31 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 17 day of July, 2025

Bruce Taylor
(print name)

(print name)

Kathryn Allen

[Signature]
(signature)

[Signature]

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@wshoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

46-25-25 33

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 23 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 23rd day of AUGUST, 2025

JEANETTE BEARDON (print name)
(print name)

[Signature] (signature)
(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

34

46-25-25

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 34 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this _____ day of _____, 20____.

Lance Williamson (print name) Shawn Williamson (print name)

[Signature] (signature) [Signature] (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

35

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, August 04, 2025 9:48:28 AM
Last Modified: Monday, August 04, 2025 9:49:31 AM
Time Spent: 00:01:03
IP Address: 208.66.39.15

Page 1: Part 1. - OFFICIAL BALLOT -

Q1 **For**

Amended and Restated Declaration:

Q2 **Sole Owner**

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Collette
Warm Springs HOA Lot/Unit #	35
Warm Springs HOA Street Address	Paper
City/Town	Paper
State/Province	Paper
ZIP/Postal Code	Paper
Email Address	Paper
Phone Number	Paper

ENTERED 8/4/25 35

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/~~we~~, the Owner(s) of Lot 35 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/~~we~~ hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/~~we~~ understand that I/~~we~~ are entitled to cast my/~~our~~ vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/~~we~~ understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/~~we~~ understand that this Consent Ballot is also used to obtain my/~~our~~ signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/~~we~~ consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 28th day of July, 2025.

John Collette (print name) _____

[Signature] (signature) _____

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

JUL 2 2025

JUL 30 2025

JUL 2 2025

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

36

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 25, 2025 12:57:53 PM
Last Modified: Friday, July 25, 2025 12:59:02 PM
Time Spent: 00:01:08
IP Address: 208.66.39.15

Page 1: Part 1. - OFFICIAL BALLOT -

Q1 For

Amended and Restated Declaration:

Q2 Sole Owner

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	Frank M. Markase
Warm Springs HOA Lot/Unit #	36
Warm Springs HOA Street Address	paper
City/Town	paper
State/Province	paper
ZIP/Postal Code	paper
Email Address	paper
Phone Number	paper

36

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 36 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 9TH day of June, 2025

FRANK M. MARKASZ (print name)

Frank M. Markasz (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

GO The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: jeff@tmgphs.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

4-25-25

37

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 37 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 23 day of August, 2025.

Karna Limb (print name)

Karna Limb (signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

CONSENT BALLOT RE: AMENDING AND RESTATING THE DECLARATION FOR WARM SPRINGS
TOWNHOMES

38

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 25, 2025 12:59:18 PM
Last Modified: Friday, July 25, 2025 1:00:24 PM
Time Spent: 00:01:05
IP Address: 208.66.39.15

Page 1: Part 1. - OFFICIAL BALLOT -

Q1

For

Amended and Restated Declaration:

Q2

Sole Owner

I am on title of this property as recorded at the Washington
County Records Office as: (This question requires an
answer.)

Q3

To verify your property ownership in the Warm Springs Homeowners Association, please completely fill out the following
information. This will constitute your electronic signature. (This section requires all fields to be completed.)

Name	John Thompson
Warm Springs HOA Lot/Unit #	38
Warm Springs HOA Street Address	paper
City/Town	paper
State/Province	paper
ZIP/Postal Code	paper
Email Address	paper
Phone Number	paper

38

**CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS**

I/We, the Owner(s) of Lot(s) 810 N. GAIL WAY : LOT 26 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR ☐ AGAINST

DATED, this 26th day of June, 2025.

JOHN THOMPSON (print name) JULIE THOMPSON
(print name)
John Thompson (signature) Julie Thompson
(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@tmghoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.

JUN 26 2025

4.25.25 39

CONSENT BALLOT RE
AMENDED AND RESTATED DECLARATION
FOR WARM SPRINGS

I/We, the Owner(s) of Lot(s) 34 in Warm Springs HomeOwners Association (the "Association") hereby acknowledge receipt of this Consent Ballot and a Notice of Special Meeting (the "Notice"), regarding a special meeting being held on July 10, 2025 (the "Special Meeting"), and any adjournment thereof.

I/we hereby acknowledge and understand that a purpose of the Special Meeting is to consider and vote on the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Warm Springs Townhomes (the "Amended and Restated Declaration"), as further discussed in the Notice.

As a member of the Association, I/we understand that I/we are entitled to cast my/our vote through this Consent Ballot, pursuant to Utah Code § 16-6a-709. I/we understand and agree that a completed and returned Consent Ballot will be deemed a final vote by the member. I/we understand that this Consent Ballot is also used to obtain my/our signed approval, as required by Article XI, Section 4, of the Declaration. If passed, I/we consent to this Consent Ballot being recorded with the Declaration, as amended, thereby evidencing the required votes needed for such amendment.

To amend the Declaration there is no quorum requirement because the vote requires the approval of not less than 67% of the Owners. The Amended and Restated Declaration shall be approved by an instrument signed by not less than 67% of the Owners and the consent of at least 51% of the first mortgagees.

Therefore, the undersigned member(s) hereby casts his or her vote as follows:

Amended and Restated Declaration:

☒ FOR

☐ AGAINST

DATED, this 23 day of 8, 2025

Nathaniel Gardner (print name)
(print name)

[Signature] (signature)
(signature)

RETURN THIS CONSENT BALLOT TO:

Warm Springs HomeOwners Association

C/O The Management Group

ADDRESS: 491 E Riverside Dr., #3B, PO Box 910069, St. George, UT 84791

EMAIL: help@trughoa.com

VOTING PORTAL: Link to be provided by The Management Group

Please return your Consent Ballot as soon as possible. The Consent Ballot must be received by the Association on or before midnight on Monday, August 25, 2025, to be counted.