

When Recorded Return To:

Oquirrh Wood Ranch, LLC
14034 S. 145 E. Ste. 204
Draper, Utah 84020

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR FIREFLY
(NPA 5 Phase A Plat 1)**

This Amended and Restated Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Firefly ("**Amended Supplemental Declaration**") is executed and adopted by Oquirrh Wood Ranch, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Amended Supplemental Declaration shall amend the Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Firefly recorded in the office of the Utah County Recorder on November 25, 2024, as Entry No. 83140:2024 which annexed the Subject Property into the Project.

B. Oquirrh Wood Ranch, LLC is the Declarant as identified and set forth in the Master Declaration of Covenants, Conditions, and Restrictions for Firefly recorded in the office of the Utah County Recorder on May 20, 2024, as Entry No. 33096:2024 (the "**Master Declaration**").

C. As per Sections 14.1 and 15.2 of the Master Declaration, Declarant reserved the right to unilaterally amend the Master Declaration which includes executing and amending all supplemental declarations. Declarant now desires to adopt this Amended Supplemental Declaration to include additional provisions and restrictions for the lots contained in the legal description in Exhibit A.

D. As of the date of this Amended Supplemental Declaration, the Control Period remains in effect.

E. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Master Declaration.

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

ANNEXATION

1. **Annexation of Additional Land.** Declarant hereby confirms that all of the real property identified and described in Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") has been submitted to and properly annexed into the Project and made subject to the Master Declaration.

2. **Plats.** The real properties described in Section 1 above, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Master Declaration, are more particularly set forth on the **NPA 5 PHASE A PLAT 1** subdivision map, which plat map is to be recorded in the office of the Utah County Recorder.

3. **Submission.** The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Master Declaration and all supplements and amendments thereto.

4. **Membership.** The Owner of each Lot or parcel within the Subject Property shall be a member of the Firefly Master Association ("**Master Association**") and shall be entitled to all benefits of such membership as set forth in the Master Declaration and shall be subject to the Master Declaration, except as set forth herein.

5. **Allocated Interests.** In accordance with the Master Declaration, each Lot shall be assigned an Allocated Interest factor of 1 for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Master Declaration or the Act.

6. **Allocation of Regular Assessments.** Each Lot within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Regular Assessments levied by the Master Association as permitted under the Declaration.

7. **Benefit Assessment Area.** In addition to the rights and obligations set forth in the Declaration and this Amended Supplemental Declaration, certain Lots within the Subject Property may also be subject to additional rights and obligations as set forth in a Board Resolution that creates a Benefit Assessment Area. Benefit Assessment Areas may be established to govern or maintain facilities or amenities unique to the benefitted Lots including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other private Parcels or Limited Common Areas exclusive to the Benefitted Area Lots. Unless otherwise set forth in a Board Resolution creating a Benefit Assessment Area, or additional Supplemental Declaration, the Lots within the Subject Property shall be subject to the general maintenance allocations set forth in the Declaration.

8. **Farm Animals.** Only Lots 1 through 24 of the NPA 5 PHASE A PLAT 1 subdivision map are allowed to have farm animals ("**Agricultural Lots**"). Lots 25 through 32 are designated as "**Lifestyle Lots**" and the Owners of those Lots are not permitted to keep or maintain farm animals on their Lot and are subject to the general domestic animal requirements contained in the Master Declaration or Rules. The number of farm animals permitted to be kept on Agricultural Lots within the Neighborhood Planning Area 5 is 8 large

animals and 6 small animals. The definitions for large and small animals shall be in compliance with the definitions for animals and fowl set forth in the "Community Plan" within the Firefly Development Agreement. Large animals include horses, mules/donkeys, cattle, llamas, and ostriches and small animals include roping steers, goats, sheep, hogs, and pigs. Chickens are allowed at a rate of 4 chickens per 5,000 sq. ft. Lot size. Notwithstanding the foregoing allowances, at no point shall more than 4 pigs/hogs or 20 chickens with 1 rooster be allowed on any Agricultural Lot. The Board or DRC may adopt additional Rules that vary or expand the animal restrictions contained in this Section or in the Declaration, including variances to the animal limit. The Association shall have the authority to adopt standards and guidelines for farm animal structures, fencing and facilities in the Design Guidelines.

9. **Animals – Governmental Requirements.** All Owners are hereby put on notice that the keeping of certain animals on their Lot may require a conditional use permit or other governmental approvals. The Master Association's act of publishing an approved list or number of allowed animals on a Lot does not guarantee that any particular animal or number of animals will also be permitted to be kept on a Lot pursuant to governmental regulations. All Owners shall be required to do their own investigation into the types and numbers of animals that they are permitted to keep on their Lot based on zoning, local ordinances, state laws, and other governmental regulations.

10. **Farm Animal Nuisance Prohibited.** As a general policy, Owners of Agricultural Lots shall have latitude and freedom to enjoy and care for their farm animals in accordance with customary standards of agricultural maintenance and upkeep. However, farm animals must be kept in a manner that does not cause a nuisance or create unreasonable disturbance to neighboring Lots and Common Areas or infringe on neighboring Owners' reasonable right to the quiet enjoyment of their property. Examples of nuisances may include, but shall not be limited to, the following:

- Excessively foul or offensive odors (typically tied to failure to remove manure, dead animals, or other causes of odors and clean up on a regular recurring basis)
- Unsanitary conditions attracting excessive flies, pests, vermin, or creating health hazards
- Excessive dust caused by inadequate maintenance or care of the Lot or facilities
- Excessive noise (e.g., persistent whinnying, bleating, crowing, or other loud animal sounds beyond what should normally be expected)
- Damaged or inadequate fencing, sheltering or confinement causing animal distress or danger to others, or that is not reasonably capable of containing the type of animals being kept.
- Unrestrained animals roaming onto neighboring Lots or Common Areas
- Runoff or drainage issues affecting other properties
- The keeping of farm animals in a manner that is a violation of local ordinances, zoning laws, or other governmental regulations

Owners of Lifestyle Lots and other Lots adjacent to or near the Agricultural Lots are on notice that Agricultural Lots are allowed to keep farm animals, and their expectations of noise and odors shall be adjusted accordingly for the attributes associated with normal agriculture activities. Perceived eyesores or agricultural conditions are not necessarily nuisances. The

policy objective of the nuisance standards is to address legitimate substantial interference issues and concerns, not to have aesthetics or minor annoyances control.

11. **Farm Animal Nuisance Enforcement.** The Association shall have the right, upon reasonable notice and during reasonable hours, to enter upon any Lot (excluding the interior of any Dwelling) to investigate reported or suspected nuisance conditions involving farm animals. The Association may request documentation, photos, or access to view conditions to determine whether a nuisance exists. The Association's Board shall have the sole discretion to determine whether a nuisance exists. When evaluating nuisance conditions on Agricultural Lots, the Board shall use agricultural standards rather than residential standards. Actual nuisances include conditions that create a legitimate threat to public health, safety, and welfare, but may also include conditions that have a serious negative impact on neighboring property owner's quiet use and enjoyment of their property. Upon finding of a nuisance the Association shall have the authority to determine the necessary corrective actions required to remedy the nuisance which may include but shall not limited to limited to improved waste management, dust or noise mitigation, or reduction in the number of animals (or even complete removal of certain animals) if necessary to remedy the issue. The Association may issue fines for nuisance violations and may seek legal action and injunctive relief through the State District Court if nuisance violations are not timely cured.

12. **Recreational Vehicle Parking.** The Lots comprising the Subject Property are large lots with varying intended uses. Therefore, all Lots within the Subject Property shall be exempt from the prohibition on parking boats, trailers, motorhomes, campers, large trucks, commercial vehicles, trailers, recreational vehicles, off road vehicles, equipment, or the like ("RVs") in backyards of Lots as set forth in Section 11.21 of the Master Declaration, as amended. Instead, Owners and Occupants within the Subject Property are expressly allowed to park RVs to the side of their homes or in any other location on a Lot behind the Dwelling. The Board may adopt further restrictions or exemptions for RV parking within the Subject Property in the Rules.

13. **Reservation of Declarant's Rights.** All rights concerning the Project reserved to Declarant in the Master Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the same terms, provisions and limitations set forth in the Master Declaration.

14. **Effective Date.** This Amended Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

* * * *

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, has executed this Amended Supplemental Declaration this 28th day of July, 2025.

DECLARANT
OQUIRRH WOOD RANCH, LLC
a Utah limited liability company

Signature: _____

Name: Nathan Shipp

Title: Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 28th day of July, 2024, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of Oquirrh Wood Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: JENNIFER SUSAN OWEN

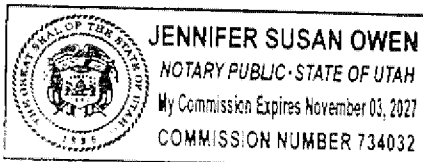


EXHIBIT A
SUBJECT PROPERTY LEGAL DESCRIPTION

All of **FIREFLY NPA 5 PHASE A PLAT 1**, according to the official plat filed in the office of the Utah County Recorder on October 30, 2024, as Entry Number 75595:2024.

Parcel Number: 39:391:0001 through 39:391:0032