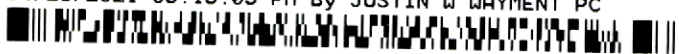


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# HERITAGE HILLS

## Amended and Restated Declaration of Restrictions

**FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS AFFECTING THE REAL PROPERTY  
KNOWN AS THE HERITAGE HILLS SUBDIVISION**

This First Amendment and Supplement to Declaration of Covenants and Restrictions affecting the real property, as described in Exhibit "A", known as the Heritage Hills Subdivision (hereafter referred to as "First Amendment and Supplement to Declaration"), is made and executed this \_\_\_\_ day of April, 2021, by Heritage Hills Subdivision Home Owners Association, ("Association"), a Utah Non-profit Corporation.

**RECITALS**

A. **WHEREAS** the Declaration of Covenants and Restrictions affecting the Real Property known as Heritage Hills Subdivision, (the "Declaration") was properly executed and recorded in the Office of the County Recorder of Iron County, Utah, on August 3, 2006 in Book 1047, Page(s) 090 through 00117, Entry No. 00535118.

B. **WHEREAS** the Declaration has never been previously amended.

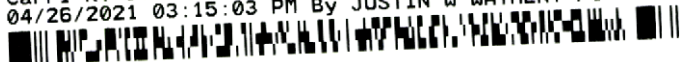
C. **WHEREAS** the Developer is the Owner of 32 of 34 lots in the Subdivision and desires to amend the Declaration after notice was provided to all Lot Owners and no objection was received.

D. **WHEREAS** the Developer desires to eliminate the Association and to remove references to the Association, and all items that would be applicable because the Association has been dissolved for several years.

E. **WHEREAS** at the time of the execution of this First Amendment Supplement to Declaration, more than ninety-four percent of the Lots within the Heritage Hills Subdivision are owned by Developer which Developer who did elect and concur to amend the Declaration.

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E. **WHEREAS** based upon the foregoing, and upon affirmative vote of ninety-four percent (94%) of the Lot Owners for sale of the lots and receiving no nay votes opposing the amendment after having mailed correspondence to all Lot Owners, Developer desires hereby to officially completely amend, restate and supplement the Declaration in its entirety. The original Declaration is hereby completely amended and fully restated hereafter.

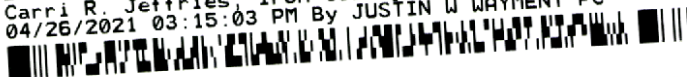
**NOW, THEREFORE**, for the foregoing purposes and pursuant to the provisions of the original Declaration, the Association executes this Second Amendment and Supplement to Declaration and hereby declares as follows:

### **CREATION OF COVENANT**

The property herein described shall be hereafter held, sold, conveyed, leased, encumbered, improved and occupied subject to these amended easements, restrictions, covenants, and conditions hereafter set forth which shall be covenants running with the land, in perpetuity, and which shall be binding upon all persons who acquire any interest therein, between Declarant and the several owners and purchasers, and between and among several owners and purchasers themselves, and the heirs, successors, and assigns of each. Notwithstanding the foregoing, no provision of these amended restrictive covenants and conditions shall be construed as to limit Developer's rights to complete development of this subdivision or any phase of the subdivision, or any future additional land to be incorporated into this subdivision, or to complete the improvements thereon, nor limit Developer's rights to maintain model homes, to perform construction within the Subdivision, to hold a sales or leasing office, or similar facilities on any lot owned by Developer nor limit Developer's right to post signs incidental to construction, sales, and leasing.

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## STATEMENT OF PURPOSE AND ADDITION OF FUTURE LAND

As stated herein, it is Developer's desire for the use and benefit of itself, its successors and assigns, and for future property owners, to provide for the preservation and protection of values, and to insure the attractiveness of all properties within HERITAGE HILLS.

The Developer reserves for itself and certain other parties the right to enlarge the subdivision by incorporating additional phases and to amend this Declaration to conform with necessary improvements and changes to enhance the quality of the Subdivision. The Owners of any lot shall agree not to contest expansion of the subdivision, or to add additional phases to the subdivision up to 126 lots, in whatever number of phases Developer determines appropriate.

Developer for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby does declare that the property described herein, and such additions as may be made subject to the provisions hereof, is and shall be held, transferred, sold and conveyed subject to this Declaration. This Declaration shall initially apply to those approximately 34 residential lots in HERITAGE HILLS PHASE 1, as shown on the certain plat map to be recorded in the Office of the Registrar of Deeds for Iron County, Utah, subject to Developer's right to append additional property.

### ARTICLE I

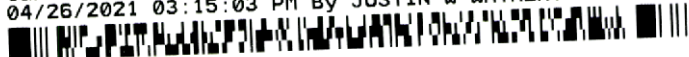
#### DEFINITIONS

"Additional Property" Additional property shall mean that property which shall be added by Developer and which may be made a part of the subdivision expansion as set forth in this Declaration.

"Common Area" shall mean all real property, including the improvements thereto labeled

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as entry ways, entrance frontage and easements shown thereon (except for public roads and streets which have been accepted for maintenance by Parowan City), which shall be maintained by Developer until such time as Developer completes all phases of the Development or surrenders control to the Owners in writing.

“Declarant” and “Developer” shall mean and refer to OLD SPANISH TRAIL ESTATE, LLC., its successors or assigns.

“Design Guideline” shall be the minimum standards established in this Declaration for the construction of any Dwelling or other improvements permitted within the Development.

“Development” shall mean and refer to HERITAGE HILLS, a residential development proposed to be developed on the Properties by the Declarant in several phases.

“Dwelling” shall mean and refer to a building located on a single lot designed and intended for the use and occupancy as a residence on a lot.

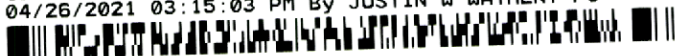
“Family” shall mean (1) a group of natural persons related to each other by blood or legally related to each other through marriage or adoption, or (2) a group of not more than three (3) persons not related, inclusive of their domestic servant, who maintain a common household in a residence on a lot.

“Lot” shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Maps with the exception of the Common Area and any plots of land to be used by Developer in developing common facilities. The term “Improved Lot” shall mean any Lot upon which has been constructed any house or other dwelling. The term “Unimproved Lot” shall refer to any Lot which is not an Improved Lot.

“Maps” shall mean and refer to any current or future maps of the Properties as recorded

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(either now or hereinafter) in the Iron County, Utah , Office of Public Recorder.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Developer if it owns any Lot and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, except for those specific rights provided to a secured holder identified herein.

## ARTICLE II

### USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used only for single family residential purposes and common recreational purposes auxiliary thereto and for no other purpose. The rezoning of any lot is not permissible. Only one family may occupy a Lot as a principal residence at any one time. There shall be no multiple unit dwellings of any kind, including but not limited to, basement apartments, duplexes, or apartment buildings. No condominiums of any kind are allowed. No time-sharing of any kind is allowed. No boarding houses or group housing or unrelated people of any kind are allowed unless otherwise defined herein, regardless of the method or structure of the occupancy arrangement. No apartments, student housing, residential treatment facilities, group housing, group homes, student housing, schools, treatment centers, youth correction and behavioral centers, or other forms or types of boarding housing of any kind shall be permitted. Buildings constructed on the Lots are subject to the following general construction criteria in addition to the provisions of Article III hereof:

(a) Size. Every residential dwelling constructed on a Lot shall contain at least 1,800 square feet on the main floor of fully enclosed and air conditioned space exclusive of basements, roofed or unroofed porches, decks, patios, terraces, the attached two car garage, and accessory

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buildings. Pitch of roof and height of buildings and square feet per floor shall be controlled by the Design Guidelines and Developer.

(b) Location. No residential building or other building shall be located nor occupy any space nearer than ten (10) feet to any Lot line or in accordance with Parowan City Ordinances, whichever is greater. In order to assure that houses will be located favorably with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to waive the above stated set back or sideline requirements without obtaining the permission of any other Lot Owner.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any building thereon nor shall anything be done thereon or therein which is or may become an annoyance or nuisance to other Owners, including the permitting of noxious weeds and noisy animals. All lots shall be maintained such to assure that no weeds are permitted to go to seed nor to grow above 4 inches such as to become unsightly or deleterious to other lot owners. All front landscaping, whether improved or natural, shall be brought to the edge of the road pavement.

Section 3. Temporary Structures. No structure of a temporary character shall be placed upon any Lot; provided, however that this prohibition shall not apply to shelters used by a contractor during the construction of the dwelling to be located on the Lot; provided further, however, that such permitted temporary shelters may not be used as residences or permitted to remain on the Lot after completion of construction. Construction must be completed within a reasonable amount of time, but not to exceed one (1) year. Additional time may be granted only upon approval of the Developer.

Section 4. Antennas and Power Lines. No television, radio receiver, transmitter or

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other antennas which are visible from any street will be permitted without written approval from Developer, its successors and assigns. All telephone, electric and other wires of all kinds running from the transmission cables located within the utility easements reserved in this Declaration to any dwelling, building or other structure must be installed underground.

Section 5. Fuel Tanks/Garbage Containers. All fuel tanks and similar storage receptacles must be installed within accessory buildings or underground. All outdoor receptacles for trash, rubbish or garbage shall be screened or placed so as not to be visible from any street or any other Lot and shall not be left for collection over night on or near a public street overnight.

Section 6. No drying or airing of any clothing, rugs or bedding shall be visible from the street or any other Lot.

Section 7. Signs. No commercial signs other than a "for sale" sign not exceeding 2 feet by 2 feet, shall be erected or maintained on any Lot or shall be placed in any structure thereon or in any Unit so as to be visible from the Common Area, any street or from any adjacent lot except as may be permitted in writing by Developer or except as may required by legal proceedings. Property identification and similar signs having a surface area in excess of three (3) square feet may not be erected without the written permission of the Developer.

Section 8. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Lot. All Lot Owners shall keep their Lots free from all garbage, weeds refuse and debris.

Section 9. Subdivision. No Lot shall be subdivided, nor its boundary lines changed, unless approved by the Developer. Each approved modified Lot shall thereafter constitute one Lot. The restrictions and covenants herein shall apply to the modified Lots resulting from said

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subdivision and addition.

Section 10. Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destructions or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destructions.

Section 11. Utilities. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the sewer system. No septic tank sewage disposal system shall be permitted on any Lot. Each Lot shall connect to Parowan City's water distribution system.

Section 12. Divided Ownership. No Lot, any dwelling thereon, or any Unit shall be leased, purchased, sold, conveyed, owned, used or operated so as to constitute or create a condominium or timeshare estate or unit. No Lot, any dwelling thereon or Unit shall be owned by more than two individuals as joint tenants or tenants-in-common.

Section 13. Use of Property. No business or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 14. Buildings. No building shall be erected on any Lot other than a single-family dwelling, a guest home, barns, a detached garage and such appurtenant structures as may be approved from time to time by the Developer. All buildings and other structures shall be of new construction. In no event shall any prefabricated buildings, mobile home, modular home or existing residences or garages be moved onto any Lot. No log cabins, log cabin kits, tiny homes,

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or mini-homes are permitted. All lots shall have at least a two car fully enclosed garage.

Section 15. Residence Use. Unless approved for residential use by the Developer, no structure other than a main residential dwelling or guest home shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 16. Natural Resources. No oil well drilling, development, or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Lot.

Section 17. Garbage and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers for disposal. There shall be no burning or incineration of trash or garbage.

Section 18. Animals. Excepting contained chickens, the raising or keeping of swine, hogs, cattle, sheep or other commercial animal on any Lot is prohibited. No horses shall be permitted on any lot smaller than twenty (2.0) acres and only in the manner set forth hereafter. An Owner may keep up to but not more than four (4) horses on any Lot which is larger than 2.0 acres. All horses allowed on a Lot larger than 2.0 acres, under the terms of these Restrictions, must be maintained within a properly fenced enclosure of not more than 1000 square feet per house and shall have an enclosure sufficient to permanently house the horses, which enclosure shall be approved by the Developer. The Lot Owner shall assure that there are no obnoxious odors or smells, nor shall the horses be allowed to graze or trample down any lot, or portion thereof, to leave the Lot without ground cover except within the fenced enclosure. Domestic and certain other pets as approved by the Developer may be kept on the Property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint. Barking by dogs shall not be tolerated.

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Section 19. Hunting. All hunting shall be prohibited.

Section 20. Water Flow. Berms, dams, culverts and burrow pits and the like may be constructed provided that same do not impede the flow of water in creeks or streams on the Property and otherwise comply with all applicable governmental laws and regulations.

Section 21. Driveway. After the completion of construction of each residential dwelling on a Lot the Owner of such Lot shall have 90 days after the completion date to construct the driveway from the public road to the garage entrance. The driveway shall be paved with the same or superior materials as the subdivision public road.

Section 22. Fences. No interior chain link or barbed wire fences shall be erected on any Lot. Additional fencing in the rear for horse lots shall be solid core fencing with the obligation to install hotwire to assure retention of the horses. The vinyl fencing surrounding the property shall be constructed and completed prior to occupation of the residence.

Section 23. Exterior Lights. Security lights shall be allowed provided however, said lighting does not interfere or flood onto neighboring Lots. All exterior landscape and decorative lighting shall be approved by the Developer. Nothing shall be done in any part of the Property, nor shall any outside lighting or loud speakers or other sound-producing devices be used, which, in the judgment of the Developer, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 24. Vehicle Storage. No planes, boats, abandoned cars or trucks, or motor homes, trailers, or campers shall be stored, parked or housed except when housed in a fully enclosed garage or carport. No vehicles shall be parked outside for more than 72 hours which area inoperable or not properly licensed and registered.

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Section 25. Landscaping. To facilitate the maintenance of a natural mountain atmosphere, natural landscape shall not be disturbed except where the Lot has been professionally landscaped. Landscaping must be completed within one (1) year of completion of the home and shall be landscaped up to the road such that there is no weeds or debris between the road and Owners lot. All new landscaping shall be performed in a professional manner.

Section 26. Farming. Cultivation of the land for commercial farming purposes is prohibited. Personal gardens not visible from the roads or other lots are permitted.

Section 27. Barns and Outbuildings. Barns or other outbuildings to house animal units shall be approved prior to construction by Developer. All outbuildings shall be constructed of approved materials and completed in a tasteful manner.

Section 28. All Terrain Vehicles. All terrain vehicles, motorcycles, and other motorized vehicles are prohibited from operating on or about the common areas.

Section 29. Rules and Regulations. The Developer and its successors and assigns may promulgate additional rules and regulations concerning the use and occupancy of the Lots and use of the Common Areas. All such rules and regulations shall be mailed to all Owners via first class mail, postage prepaid.

Section 30. Compliance. In the event that any Owner fails to comply with any of the restrictions set forth in this Article II or the rules and regulations subsequently promulgated by the Developer, or its successors or assigns, the Developer and its successors and assigns, or the authorized agents of Developer or its successors or assigns shall have the right, but not by obligation, to enter any Lot or Unit and undertake any necessary action in order to cure such Owner's default, or to initiate legal action to enforce the same. All expense and cost incurred by

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the Developer or its successors and assigns, or their authorized agents in curing such default shall be charged to the defaulting Owner, including all attorney fees and legal costs. The Developer or its successors and assigns and their authorized agents shall not be liable for any damage which may result from such entry unless such damage results from the willful misconduct of Developer, its successors or assigns or their authorized agents.

### ARTICLE III

#### ARCHITECTURAL CONTROL

Section 1. Required Architectural Approval. No improvement or structure of any kind, including, without limitation, any residence, carport, building, fence, wall, swimming pool, screen enclosure, disposal system, sign, landscaping, recreational structure, external lighting, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration to any of the foregoing be made, unless such have been submitted to, evaluated and approved in writing by the Developer as to harmony of external design and location in relation to surrounding structures and topography and as to the conformance with the architectural and landscape standards.

Section 2. Approval of Plans, Specifications, and Construction. Prior to commencement of any construction on any Lot, all proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall be approved in writing by the Developer. All building plans and specifications covering such construction shall be prepared by a qualified designer or reviewed and approved for the specific use of the Owner submitting the same. Upon written request by a Lot Owner for approval of plans, the Developer shall review the

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plans in accordance with the minimum Design Guidelines established by the CCRS. Garages and other accessory buildings on any Lot must be constructed of the same or compatible materials as specified for the dwelling constructed thereon. Disapproval of plans, location or specifications may be based by the Developer upon any ground, including purely aesthetic considerations, which in its discretion it deems sufficient. No alterations may be made in such plans after approval by the Developer is given without the written consent of the Developer. One copy of all plans and related data shall be retained by the Developer for its records. The exterior of all structures must be completed within one (1) year after construction is commenced, except where such completion is delayed by strikes, fires, national emergencies or natural calamities.

Section 3. General Design Guidelines. Preservation and appearance of the natural wilderness and high desert will be primary objectives of the design guidelines. Bright colors and unnatural substances that do not blend with the natural surroundings will be discouraged. Realizing that residences with mountain views are a primary attraction of the property, appropriate and balanced height restrictions will be in effect and shall be determined in accordance with the location of each building upon the Lot.

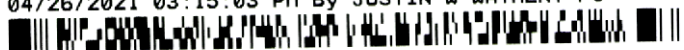
#### ARTICLE IV

#### EASEMENTS

Section 1. Easements Reserved by Developer. Developer reserves unto itself, its successors and assigns, a perpetual easement over, upon, across and under an area ten (10) feet in width running along each boundary line of each Lot for the installation and maintenance of electrical and telephone wires, cables, conduits, sewer lines and mains, water lines and mains and other utility facilities in order that utility services may be provided to all Owners. Developer

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reserves unto itself, its successors and assigns easements to cut and maintain drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to insure proper drainage of surface water while maintaining the overall appearance of the Development. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide utility installation and to insure proper drainage. All rights reserved by Developer may be exercised by any licensee or successor and assign of the Developer in order to provide or maintain any utility services and other facilities which form a part of the water system of the Development on any Lot designated for such use on a Map without permission of the Owner of such Lot.

Section 2. Easements for Ingress and Egress. Easements are hereby reserved and granted across all streets shown on the Maps for ingress and egress of the Developer, its successors and assigns, its licensees, public safety personnel and any authorized agents, employees or assigns of any of the foregoing for the purpose of constructing, maintaining, inspecting and repairing the streets to be built in the Common Areas and the utilities and drainage areas described in Section 1 of this Article. In addition, the Developer and such other entities shall have continuing easement to enter the Lots in order to maintain, inspect and repair all utilities, facilities and drainage areas located on the Lots. These easements include the right to disturb the structures located on each Lot in order to inspect, maintain and repair any utility facility located within or beneath such structures.

Section 3. Obstruction. Within any easements described in this Article, no structure shall be placed or permitted to remain which may interfere with the installation or maintenance of

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utilities, or which may change the direction of flow of water through the drainage channels.

## ARTICLE V

### COVENANTS FOR MAINTENANCE OF COMMON AREA

Section 1. Responsibility for Maintenance. The Developer shall be responsible for providing maintenance services to all Common Areas until such time as 66% of all lots contained in this and any future phases of the development have been sold or until Developer provides in writing its intent to turn over control of the Common Areas to the Owners, whichever occurs later. Upon turn over of the Common Areas, the Owners shall have the right to establish an Association to maintain an assessment for maintenance of the Common Areas as a majority of the Owners shall agree.

## ARTICLE VI

### PROPERTY RIGHTS

Section 1. Use of Common Area. Notwithstanding any recordation of any map or any other action by the Developer, any Common Areas shall remain private property and shall not be construed as dedicated to the use or enjoyment of the public.

Section 2. Owner's Rights to Use and Enjoy Common Areas. Each Owner shall have the right and obligation to maintain, use and enjoy any designated Common Areas which shall be appurtenant to and shall pass with the title to a Lot subject to the following:

(a) the right of the Developer or its successor or assigns to promulgate any and enforce reasonable regulations governing the use of the Common Area to insure the safety and rights of all Owners, including to limit use of ATV vehicles, animals or any other uses which are committing damage to the common areas;

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(b) the right of the Developer of its successors or assigns to grant utility, drainage or other easements across the Common Areas.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Developer, or any non-breaching Owner or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation of breach of such terms by any Owner or his agent. In addition to the foregoing, Developer or its assigns shall have the right, whenever there shall have been built on any Lot, any structure which is in violation of these restrictions, to enter upon such Lot and to correct or remove the violation. Such action shall not be deemed a trespass and Owner hereby permits such entrance upon the property by purchase of the Lot. The failure to enforce any right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, shall not bar or affect such enforcement.

Section 2. Severability. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 3. Duration and Amendment. All of the covenants, restrictions and servitudes set forth herein shall run with the land. All Owners affected hereby, accepting the deed to such premises, accepts the same subject to said covenants, restrictions and servitudes and agrees for himself, his heirs, legal representatives, administrators, and assigns, to be bound by each of said covenants, restrictions, and servitudes jointly, separately, and severally. Except as otherwise expressly provided in this Declaration or the Act, and except for provisions of this Declaration

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regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, these covenants shall be and remain in effect until April 15<sup>th</sup> 2031, and shall be automatically extended for successive periods of ten (10) years each, unless not less than sixty seven percent (67%) of the Lot Owners agree to terminate or modify the same, in writing, signed and recorded in the Iron County, Utah, Public Registry at any time prior to the expiration of said term or any succeeding ten (10) year period. Notwithstanding any other provision of this Declaration, this Article and its subsections may not be amended except with the prior written consent of the Declarant.

Section 4. Supplemental Declarations. Developer for itself, its successors and assigns reserves the right to subject the property now owned by Developer and any property contiguous thereto to the provisions of this Declaration. Such addition(s) shall be made by filing of record Supplementary Declaration of Covenants and Restrictions, which shall identify the property to be included and which shall incorporate this Declaration by reference. All Lot Owner's waive any right to contest or object to such future additions.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of as residential community and for the maintenance of the Common Areas. 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.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and neuter.

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Section 7. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Developer or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 8. Attorneys' Fee. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

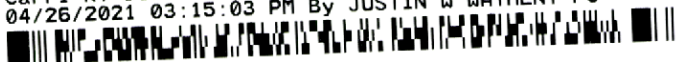
Section 9. Notices. Any notice to be given to an Owner or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Developer for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail within Iron County, Utah, shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

(b) Notice of a Mortgagee or its mortgage servicing contractor shall be deemed to have

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been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished by such Mortgagee or on the County Records of said Lot, or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee recorded with the Iron County Recorder, Utah, or if no such office is located in said County, to any office of such Mortgagee.

Section 10. Effect of Declaration . This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Development and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 11. Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant, or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner.

Section 12. Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and any recorded rules and regulations. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration.

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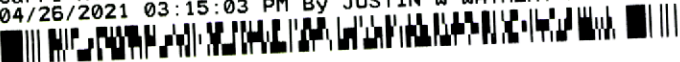
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Section 13. Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant and its successors in interest to alter the Common Areas or the Lots, or to construct such additional improvements as Declarant and its successors in interest deem advisable prior to completion and sale of the entire phase in which such Lots or Common Areas are located. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the covered property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the property development and disposal of the Project. Prospective purchasers and Declarant shall have the right to use the Common Areas for access to the sale facilities of Declarant, the Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Covered Property, by an express assignment incorporated in a recorded deed or lease, as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Members' rights to use and enjoy the Common Areas and the Lots. Nothing in this Declaration shall limit the right of Declarant and its successors in interest to add additional Lots in the Development to the water system during construction of the phases.

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IN WITNESS WHEREOF, Declarant has executed this instrument.

OLD SPANISH TRAIL ESTATE, LLC.,  
a Utah Limited Liability Company

By: [Signature]  
Its: Member

STATE OF UTAH )  
                                  :SS  
COUNTY OF IRON )

On the 22 day of April, 2021, personally appeared before me Robert Theodore Wheeler, who, being by me duly sworn, did say that he is a Manager of OLD SPANISH TRAIL ESTATE, LLC., and that said instrument was signed in behalf of said Company by authority of its Operating Agreement, and said signor has acknowledged to me that said Corporation executed the same.



[Signature]  
Notary Public  
Residing at: Cedar City, Iron Co., Utah

My commission expires: 06/05/2021

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**EXHIBIT "A"**

Lots 1 through 34 - Heritage Hills Subdivision, Phase 1

Parcel Numbers A-0265-0001-0000 through A-0265-0034-0000

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