

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTATES AT SUNRISE RANCH SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTATES AT SUNRISE RANCH SUBDIVISION (this "Declaration") is made and executed this 17 day of January, 2022, by DDJ Development, LLC, a Utah limited liability company (the "Declarant").

RECITALS

Declarant is the owner of certain real property in Iron County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant desires to develop the Property as a subdivision consisting of Estates at Sunrise Ranch (the "Project").

Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part therefore, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

- A. "Additional Land" shall mean and refer to any land located in Iron County, Utah whether or not owned by Declarant, made subject to this Declaration or otherwise subject to a Supplement Declaration, pursuant to Article VIII hereof.
- B. "Committee" shall mean and refer to the Architectural Review Committee established pursuant to Article IV hereof.
- C. "Declarant" shall mean and refer to DDJ Development, LLC, a Utah limited liability company, and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, should acquire all or a portion of Declarant's interest in the Property and a recorded instrument executed by Declarant Assigns to the transferee all of Declarant's rights under this Declaration.

**ACCOMMODATION RECORDING ONLY
NOT EXAMINED**

- D. "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.
- E. "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".
- F. "Plat" shall mean and refer to the following duly approved and recorded plats:
- i. The plat filed herewith in the office of the Iron County Recorder, entitled Estates at Sunrise Ranch and recorded as Entry No. [00779168] in Book [1577], at Page [918] in the Official Records of Iron County, Utah, and
 - ii. Any plat(s) respecting any Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article VIII hereof Declarant annexes the Additional Land subjecting such real property to the Declaration, or Supplemental Declaration.
- G. "Project" shall mean Estates at Sunrise Ranch Subdivision, as shown on the Plat and governed by this Declaration.
- H. "Property" shall mean and refer to that certain real property located in Iron County, State of Utah, and more particularly described in Exhibit A hereof, together with each portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

II. PROPERTY BOUND

- A. **Binding Effect.** The Property will be held, conveyed, hypothecated, encumbered, used, occupied, and improved only in accordance with the provisions of this Declaration, which provisions will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each Owner thereof.

III. ENFORCEMENT

- A. **Enforcement.** The Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of his Declaration. If the Owner or Declarant prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Owner or Declarant is entitled to recover from the unsuccessful party in the action an award of its costs and reasonable attorneys' fees incurred in the enforcement of such actions. Failure by an Owner or the Declarant to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IV. ARCHITECTURAL REVIEW COMMITTEE

- A. **Purpose.** To create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Review Committee (the "Committee"). This Article IV shall not apply to Declarant's activities in connection with the Project.
- B. **Creation.** The initial Committee will consist of two members appointed by Declarant in its sole discretion. The initial Committee members do not have to be Owners at the time of their appointment. At such time that all lots owned by the Declarant, including Additional Land annexed by Declarant from time to time, are sold, the initial Committee shall be released from responsibility of the Committee.
- i. The reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project. The reorganized Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. All members of the Committee must be Owners at the time of their appointment. Should any members cease to be an Owner within the Project, such member shall be disqualified to serve, and the Committee shall declare a vacancy.
- C. **Powers.** The Committee is hereby authorized to review submitted designs as prescribed in this Declaration and to carry out the provisions set forth therein. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible to avoid unnecessary revisions and delays in construction.
- i. The Committee is not liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Declaration.
 - ii. The Committee's review of plans and drawings is not concerned with structural or mechanical integrity or soundness. Any errors or omissions in the design of any building, other improvement or landscaping, and any violations of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designated architect or contractor.
 - iii. The approval of the Committee of any plans and specifications for any work done or proposed does not waive any right of the Committee to disapprove any similar plans and specifications subsequently submitted. The Committee's approval of any plans and specifications for any work done or proposed will automatically be revoked one year after issuance unless construction of such proposed work has been commenced or the Owner has applied for and received an extension of time from the Committee.

V. COVENANTS, CONDITIONS AND RESTRICTIONS

- A. **Land Use and Building Specifications.** No Lot shall be used except for a residential purpose. R-E Residential Zone: No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling, with caretakers cottage and accessory buildings and structures, including guest houses (not to exceed 1200 square feet) and subject to the setback requirements of one family dwellings, private garage and/or barn, not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (2) vehicles. Carports may not be built. Rambler-style houses shall have a minimum of 1,500 finished square feet above finished grade. Two-story houses shall have a minimum of 1,900 finished square feet above finished grade. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.
- B. **Committee Approval of Plans.** To Maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. No excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a plot plan showing the location of all improvements and slopes, have been approved in writing by the Committee. All subsequent additions, changes, or alterations to any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes, or deviations from the plans and specifications shall be made without the prior written approval of the Committee. After receiving Committee approval but prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the appropriate governmental jurisdiction. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve any such matter.
- C. **New Construction.** Construction of a home may not commence without approval by the Committee of the working drawings. If the Committee fails to approve or disapprove in writing any plans or drawing submitted to it within thirty (30) days after the submission thereof, then approval shall be deemed to have been given. The working drawings must include:
- i. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
 - ii. Detailed floor plans showing dimensions and measurement.

- iii. Detailed elevations, indicating all materials and showing existing and finished grades.
- iv. Detailed sections, cross and longitudinal.
- v. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- vi. Complete descriptions and color samples of materials to be used on the exterior of the residence.

D. **Construction Quality, Size, and Cost.** The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All dwellings constructed on the Property shall be of new materials, except pre-approved used brick or white vinyl, and shall be of good quality workmanship and materials. Only those exterior materials that will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used bricks, and consist of brick, rock, stucco, vinyl siding, cementitious or smart side siding or a combination approved in writing by the Architectural Review Committee. Aluminum soffit and fascia is acceptable. Any wood exterior siding shall be used in combination with brick, rock, and/or stucco as approved by the Committee. Wood shake, wood shingle and three-tab asphalt shingles are not permitted for roofs in the Project. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project without the prior written approval of the Committee. A minimum width of twelve (12) inches shall be required on the soffit. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and local ordinances pertaining to fire hazard control.

E. **Construction Time.** Upon commencement, the construction time for the exterior portion of any structure shall not exceed 12 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

F. **Building Location.** No building shall be located on any Lot nearer to the front, rear, and side lot lines than the minimum building set-back lines required by applicable local ordinance. Rear yard set-backs shall be exclusive of any easement running generally perpendicular to the rear lot lines of the Lot as such easement is shown on the Plat (i.e. the rear yard set-back will be measured from the inner mostly boundary line of the inner-most easement encumbering the applicable Lot.) Setback will need to be approved by Iron County Building Department.

- G. **Landscaping.** Owners are encouraged to plant trees and shrubs of a drought resistant variety to enhance the natural beauty, provide windbreaks, and improve erosion control. Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Drought-tolerant shrubs, plants, and trees and native landscape designs are encouraged. Landscaping along the front and sides of the dwelling shall be completed within six (6) months of the occupancy date of the dwelling.
- H. **Construction and Landscaping Restrictions.** No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform to the natural beauty and color of the Property must be approved by the Committee. If an Owner's activities affect the lateral or subjacent support, or both, of adjacent landowners, the Owner shall be responsible for all damage proximately caused by drainage from their Lot to adjacent landowners.
- I. **Temporary Occupancy and Temporary Buildings.** No trailer, basement of any incomplete building, tent, shack, garage, temporary buildings, or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.
- J. **Accessory Structures and Facilities.** Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as sheds may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration as determined by the Committee upon its review pursuant to the approval process set forth in this Declaration.
- i. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.
- K. **Exterior Antennas, Lights, and Power Lines.** Exterior antennas are permitted but may not be any larger than three feet in diameter or length, whichever is smaller. Exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be coated or painted with a color that will blend harmoniously with the roof color. TV satellite dishes will be allowed. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) may be given. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot.
- L. **Nuisances: Construction Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom so as to render any

such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Project must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. If notice to clean up is given and seventy-two (72) hours after such notice a satisfactory cleanup has not occurred, the Committee is authorized to employ someone to undertake the cleanup and the cost of such cleanup shall be levied against the Owner's Lot, shall be charged on such Lot, and shall be a continuing lien on such Lot. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas. Additionally:

- i. No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon or in any Lot.
- ii. The burning of rubbish, leaves, or trash on the property is prohibited, except as may be specifically permitted by Cedar City ordinance. Solid waste shall be removed from each Lot by the Owner thereof.
- iii. No Owner shall permit any thing or condition to exist upon any Lot that shall induce, breed, or harbor infectious plant diseases or noxious insects.

M. **Signs.** No signs of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property "For Rent" or "For Sale". The placement of signs, graphics, or advertisements that are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited. Notwithstanding the foregoing, signs used by a builder or developer may be up to 10 square feet in size and may be displayed to advertise the improvement or Lot during the construction period. Furthermore, the Declarant or its agent shall be entitled to place signs and billboards on the Property before all lots owned by the Declarant, including Additional Land annexed by Declarant from time to time, are sold.

N. **Animals.** Animals, livestock, or poultry of any kind shall be raised or kept on the Property within Cedar City ordinance, except that dogs, cats or other domesticated household pets may be kept in a residence on an Owner's Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all

applicable laws and ordinances and shall be on a leash or inside a fence when outside the Owner's residence. Limited size dog runs shall be allowed upon approval of the Committee, in its sole discretion. Barbed wire fences shall not be used for the confinement of animals. Keeping of animals and fowl, as an accessory use to a single-family dwelling, limited to the following: (a) two large animals per lot and one additional large animal for each 10,000 square feet over 1 acre. Large animals may include horses, cattle, goats, sheep, or other animals judged by the Planning Commission to be compatible with this zone; and (b) Not more than 20 poultry or rabbits shall be kept on any lot.

- O. **Repair of Building.** No building or structure on any Lot shall be permitted to fall into despair, and each such building and structure shall always be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section B of this Article V above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.
- P. **Restriction on Further Subdivision, Property Restrictions, and Rezoning.** No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for re-zoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.
- Q. **Building Height.** No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet whichever is less. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard or the main level between eaves and ridge for gable, hip, or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If applicable local ordinances are more restrictive, then they shall govern.
- R. **Non-Residential Use.** No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate government officials.
- S. **Fuel Storage.** No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee, unless it is completely concealed behind a six foot (6'), solid, site obscuring fence of vinyl or block.

- T. **Building Material Storage.** No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected on the property and shall not be placed in the streets or between the curb and the property line. Building materials are not allowed to be stored on the property unless behind a six foot (6'), solid, site obscuring fence of vinyl or block.
- U. **Easements; Right of Entry.** Easements for installation of and maintenance of Utilities, drainage facilities, and water tank access and lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement is of each of the Lots and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Committee, or any member thereof, may at any reasonable time, and from time to time at reasonable intervals and upon reasonable notice to the Lot Owner under the circumstances, enter upon any Lot for the purpose of determining whether or not the use of and/or improvements constructed on such Lot are in compliance with this declaration. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.
- V. **Driveway.** Driveways and other flat paved areas directly in front of garage may be one of the following: asphalt, concrete, stamped concrete, brick, or pavers. Gravel, exposed aggregate concrete, quarry tile, cinders, sand, gravel, or dirt shall not be permitted for driveways. Material on sides of driveway and sides of homes for parking areas can be gravel, cinders, sand, or dirt.
- i. Owner to construct a minimum 15 inch diameter culvert for a minimum length of 40 feet long per driveway. If driveway cover (measured from top of driveway surface to top of pipe) is less than 1 foot a Reinforced Concrete Pipe or a Corrugated Polyethylene Pipe with flowable back fill per City standards shall be constructed. If driveway cover over the top of pipe exceeds 1 foot then a Corrugated Polyethylene Pipe shall be installed per manufactures specifications. Driveway culvert flow line should be imbedded at least 3 inches below the existing borrow ditch flow line, so that the top of pipe is roughly flush with the edge of asphalt/top of road side borrow ditch.
- W. **Solar Equipment.** Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee. Solar panels can be on pedestals in rear yard provided they are behind a six foot (6'), solid, site obscuring fence of vinyl or block.
- X. **Pools, Spas, Fountains, Game Courts.** Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid excessive impact to adjacent properties with light and sound. No game courts shall be

located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

- Y. **Fences and Walls.** Each house must have side-yard privacy fences constructed of vinyl or masonry stretching from the house to the property line on both sides of the property. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No fence, wall hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such a manner as, in the opinion of the Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area. All fences and walls aside from the required privacy fences shall meet the requirements set forth herein. All wire and wood fences are prohibited.
- Z. **Parking and Storage.** No major mechanic work or repairs are to be conducted in front yards of houses. No inoperative motor vehicle shall be placed or remain on any Lot for more than 48 hours. In the event of inoperative motor vehicle remains upon any Lot for a period exceeding 48 hours, the Declarant or other Lot owners residing within the Project may remove the inoperable motor vehicle after a three (3) day written notice. For purposes of this section, "inoperable motor vehicles" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks. Travel trailers, motorhomes, trucks over one ton capacity, boats, campers not on a truck bed, motorhomes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored on a side pad and behind the front yard setback as approved by the Committee. Sufficient side yard gate address should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.
- AA. **Water Discharge.** It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot. This is intended to require that the Owner maintains water on his property.
- BB. **Declarant's Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the project.
- CC. **Supplemental Use Restrictions Upon Expansion.** In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article V.

- DD. **Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any particular Lot must be repaired within thirty (30) days after such damage occurs at the expense of such Owner.

VI. CONVEYANCE

- A. **Form for Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within Estates at Sunrise Ranch Subdivision as the same is identified in the Plat recorded in Book _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of the _____ Subdivision" recorded in Book _____ at Page _____, of the official records of the Iron County Recorder.

- i. Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

VII. AMENDMENTS

- A. **Term.** This Declaration shall be effective upon the date of recordation hereof and shall continue to full force and effect for a term of twenty years from the date of recordation. From and after such date, this Declaration shall be automatically extended for successive periods of ten years each.
- B. **Power to Amend: Declarant.** Until such time as all lots owned by the Declarant, including Additional Land annexed by Declarant from time to time, are sold, Declarant (or Declarant's successor or assigns) may modify, amend, or repeal in whole or in part at any time and from time to time the covenants and restrictions contained herein by recorded instrument.
- C. **Method of Termination.** To terminate this Declaration, the Owners must cast an affirmative vote to terminate consisting of at least seventy-five (75) percent of the total votes cast at a vote held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety (90) percent of the votes cast by all Owners are cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, there shall be recorded in the office of the Iron County Recorder a "Certificate of Termination," duly signed by all those who voted for termination. Thereupon, the covenants herein contained shall have no further force and effect.

VIII. EXPANSION OF PROJECT

- A. **Right to Expand and Add Additional Land.** There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from

time to time by adding to the Project the Additional Land. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner) and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Project, subject to the terms of this Article VIII, at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required by Section C of this Article VIII have been recorded with respect to the Additional Land concerned. After the recordation of such supplement and plat, title to each Lot thereby created within the Additional Land concerned shall be vested in and held by Declarant, and none of the other Owners shall have any claim or title to or interest in such Lot.

B. **Rights and Statements Respecting Additional Land.** Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Project by the Addition thereto of the Additional Land or portion or portions thereof:

- ii. The Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.
- iii. There is no limitation or requirement relative to the size, location, or configuration of the Additional Land which can be added to the Project or relative to the order in which the Additional Land can be added to the Project.
- iv. There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Project.
- v. Any structure erected on a portion of the Additional Land added to the Project will be constructed in a good and workmanlike manner.
- vi. In conjunction with the addition to the Project of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of such other land as Declarant deems necessary.
- vii. There shall be no maximum number of Lots which may be created on the Additional Land, subject to applicable zoning requirements. There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land.
- viii. Taxes and assessments relating to the Additional Land added prior to such addition, must be either paid by the Declarant if then due or

escrowed for later payment with title company in the State of Utah if not then due.

C. **Procedure for Expansion.** The supplements to this Declaration by which addition to the Project of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder of Iron County, Utah, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Project:

- i. Data sufficient to identify this Declaration and the plat respecting the Additional Land being added to the Project.
- ii. The legal description of the Additional Land being added to the Project.
- iii. Any amendments, supplements, or replacements to or for the standards and restrictions set forth in Article V of this Declaration.
- iv. A statement that such Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and charges set forth in this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.
- v. Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for this Project shall consist of this Declaration, as amended, and expanded by all supplements theretofore recorded pursuant to the terms hereof.

D. **No Obligation to Expand.** Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any Additional Land; (ii) the creation or construction of any Lot or other improvements; (iii) the carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land.

E. **Owners' Obligation Concerning Expansion of Project or Development of the Additional Land.** Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Additional Land. Without limiting the scope on the immediately foregoing sentence, no Owner

shall oppose such development in public meetings, by petition, or by legal actions.

IX. MISCELLANEOUS

- F. **Interpretation of the Covenants.** Except for judicial construction, the Committee absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.
- G. **Severability.** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.
- H. **General Reservations.** Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of the Owners including, but not limiting to, access and utility easements, road easements, pedestrian easements, pedestrian and hiking trails, and drainage easements.
- I. **Run with the Land.** Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.
- J. **Joint Ownership.** Notwithstanding anything to the Contrary in this Declaration, no more than one vote may be cast with respect to any Lot, regardless of the number of persons having an ownership interest in such Lot. If the Owners of the Lot disagree among themselves as to the way their vote should be exercised with respect to a pending matter, their vote shall be disregarded completely with respect to such matter.

[SIGNATURE PAGE FOLLOWS]

Exhibit "A"

Being Estates at Sunrise Ranch Subdivision, Phase 1, a Subdivision now described as Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Estates at Sunrise Ranch Subdivision, Phase 1, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder, State of Utah.

Tax Serial Numbers:

0498537, 0498538, 0498539, 0498540, 0498541, 0498542, 0498543, 0498544, 0498545, 0498546, 0498547, 0498548, 0498549, 0498550, 0498551, 0498552, 0498553, 0498554, 0498555, 0498556, 0498557, 0498558, 0498559, 0498560, 0498561, 0498562, 0498563, 0498564, 0498565, 0498566, 0498567, 0498568.

Parcel Numbers:

D-0617-0001-0000	D-0617-0017-0000
D-0617-0002-0000	D-0617-0018-0000
D-0617-0003-0000	D-0617-0019-0000
D-0617-0004-0000	D-0617-0020-0000
D-0617-0005-0000	D-0617-0021-0000
D-0617-0006-0000	D-0617-0022-0000
D-0617-0007-0000	D-0617-0023-0000
D-0617-0008-0000	D-0617-0024-0000
D-0617-0009-0000	D-0617-0025-0000
D-0617-0010-0000	D-0617-0026-0000
D-0617-0011-0000	D-0617-0027-0000
D-0617-0012-0000	D-0617-0028-0000
D-0617-0013-0000	D-0617-0029-0000
D-0617-0014-0000	D-0617-0030-0000
D-0617-0015-0000	D-0617-0031-0000
D-0617-0016-0000	D-0617-0032-0000