

**COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ADAMS FARM SUBDIVISION
IRON COUNTY, CEDAR CITY, UTAH**

THIS DECLARATION is made on this 29th day of April, 2026, by DDJ Development LLC, a Utah Limited Liability Company, hereinafter referred to as "Declarant."

RECITALS

- A. Declarant is the owner of certain real property located in unincorporated Iron County and incorporated Cedar City, State of Utah, known as the Adams Farm Subdivision, as more particularly described in Exhibit A attached hereto (the "Property"). It is intended that this Declaration shall serve as a binding contract between the Association and each Owner; however, nothing herein is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party.
- B. The Property is intended to be developed as a residential community consisting of approximately 225 residential dwellings in public subdivision phases spanning approximately 77.45 acres in unincorporated Iron County, as well as approximately 320 residential dwellings in public and private subdivision phases spanning approximately 40.02 acres in incorporated Cedar City.
- C. The Property will contain public and private Common Areas, the benefits and responsibilities relating to which will be outlined herein and on the plat for each phase wherein each Common Area is located.
- D. The purpose of this Declaration is to establish standards for the ownership, maintenance, use, and enjoyment of the Property and to provide for the establishment of the Adams Farm Homeowners' Association (the "Association").
- E. Declarant intends that the Owners, Occupants, Mortgagees, and all other persons hereafter acquiring any interest in the Project Shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of governance of the Project, and for Establishing rules for the use, occupancy, management, and enjoyment thereof.
- F. Declarant explicitly reserves for itself the option in the future to expand the Project. NOW, THEREFORE, pursuant to the Recitals set forth above and Incorporated here in and subject to the covenants set forth below, Declarant hereby adopts this Declaration.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, and easements, all of which shall run with the land and be binding upon all parties having any right, title, or interest in any portion of the Property, and their respective heirs, successors, and assigns.

ARTICLE 1: DEFINITIONS

- 1.1. "Assessments" shall mean any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other governing documents
- 1.2. "Association" shall mean and refer to the Adams Farm Homeowners' Association, a Utah nonprofit corporation to be established by the Declarant. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

- 1.3. "Board" or "Management Committee" shall mean the governing body of the Association, as duly elected officials (except as appointed during the Declarant Control Period) consisting of five members as provided herein.
- 1.4. "Board Member" shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.
- 1.5. "Bylaws" shall mean the Bylaws of the Association that are attached hereto and they may be amended from time to time.
- 1.6. "Common Areas" shall mean all portions of the Property designated as common areas, including but not limited to the Common Recreational Areas, common drainage basin, Common Outdoor Storage, Limited Common Area, and any other areas designated by Declarant as common which may include without obligation or limitation, private roads, common sidewalks and trails, Association signs or monuments, open space, landscaped areas, and other similar improvements; and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive is creation, including, without limitation, all utility and service lines and similar improvements intended to serve more than one residence, whether located on a lot or lying inside of the exterior boundaries of the residence. Common Area shall not include (i) any roads and associated utilities dedicated to and accepted by a municipality; or (ii) any open space and/or parks dedicated to and accepted by a municipality.
- 1.7. "Common Expenses" shall mean all expenses for maintenance, repair, replacement, insurance, taxes, and operation of the Common Areas and other costs incurred by the Association for the benefit of all Owners, as well as expenses agreed upon as common expenses by the Association or its Board of Directors. As a general rule unless more specifically detailed herein or by future resolution, Common Expense participation shall be allocated equally among each residential lot responsible for a given category as follows:

	Single-Family Lots	County Townhomes	City Townhomes
Trails	X	X	X
Sewer Lines & Lift Station	X	X	X
Stormwater	X	X	X
Parks/Pavilions	X	X	X
Common Outdoor Storage	*	X	X
Shared Meter Indoor Water	N/A	X	X
Building Exterior & Common Landscape within Townhome Areas	N/A	X	X
Private Street Maintenance & Snow Removal	N/A	N/A	X

* Single Family Lots sized 10,000 square feet or larger in area will not pay common dues or assessments toward Common Outdoor Storage maintenance, but may use such facilities if space is available, subject to any usage fees as determined by the Association.

- 1.8. "Common Outdoor Storage" shall mean that portion of the Property designated on the Plat and Master Plan as Outside Storage. This area is a fenced area for association storage of private boats, trailers, ATVs, Recreational Vehicles, and other such items which may be unsightly or impractical to store in front setbacks or upon smaller lots. The Association may make use of, set rules, and assess fees not in conflict with Iron County ordinance to facilitate the equitable storage of such items within the Common Outdoor Storage area to keep storage items out of front yards and setbacks. In making such rules, the Association shall first give priority of use by County Townhome lots, then by City Townhome lots, then all other lots under 10,000 square feet in area, then to any other lot owner.

- 1.9. "Common Recreational Areas" shall mean parks, trails, and other common areas used for recreation which are not maintained by a municipality. The Common Recreational Areas shall be owned, landscaped, maintained, and managed by the Association for the shared use and enjoyment of all Owners and residents of the Subdivision, subject to the Governing Documents and any rules or regulations adopted by the Board.
- 1.10. "Declarant" shall mean DDJ Development LLC, its successors, and assigns as provided herein. Declarant shall have the sole discretion to determine if a person or entity is an affiliate and whether Declarant's rights and exemptions contained herein transfer to such person or entity.
- 1.11. "Declarant Control Period" or "Period of Declarant Control" shall mean the period during which the Declarant retains the right to appoint and remove members of the Board, as provided herein, until the earlier of: (i) six (6) months after the date on which all of the Lots and all of the Additional Property, have been conveyed to persons or entities other than Declarant or its successors, assigns, and affiliates, regardless of whether such Additional Property has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Association. The special Declarant rights contained within this Declaration may last beyond the Period of Declarant Control for the maximum length permitted by law. If the Declarant elects to waive one or more, but not all, of its Special Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.
- 1.12. "Declaration" shall mean this document, including all amendments and supplements hereto.
- 1.13. "Limited Common Area" shall mean those portions of the Common Area noted on the plat map which are reserved for the exclusive use, benefit, or enjoyment of the Owner and occupants of a particular Unit, as designated on the recorded Plat.
- 1.14. "Lot" or "Unit" shall mean a separately designated area intended for independent ownership and use. Each Lot consists generally of all structures on or within the boundary of the Lot.
- 1.15. "Owner" or "Unit Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Unit.
- 1.16. "Master Plan"
- 1.17. "Member" shall mean and refer to a Lot Owner
- 1.18. "Occupant" shall mean any Person lawfully living, dwelling, visiting, or staying in a Residence. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Residence. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.
- 1.19. "Plat Map" shall mean the official recorded plat of each phase of the Property, as may be amended from time to time. The Plat is hereby incorporated into and made an integral part of this declaration, and all requirements and specifications set forth on the Plat are deemed included in this declaration, declaration controls the Plat and thereby has the ultimate decision should conflict arise.
- 1.20. "Private Area" shall mean, unless otherwise stated on the Plat or supplements or amendments of this Declaration, that portion of the real property lying within the boundary of a townhome Lot and extending ten feet (10') from the rear building wall of the dwelling located thereon, bounded on the sides by lines extending the side walls of the dwelling perpendicularly to the rear Lot line. The Private Area is intended for the exclusive use and enjoyment of the Owner of the Lot, who may enclose, fence, landscape, and maintain such area in accordance with the Governing Documents and applicable architectural standards.
- 1.21. "Private Sewer Lines" means all sanitary sewer collection lines, mains, and related appurtenances located within public or private streets and/or easements serving more than one Lot or Unit within the Project, but expressly excluding Sewer Laterals. Sewer Laterals shall mean the individual service line extending from a Lot or Unit to its point of connection with a Private Sewer Line. Upon connection of a Sewer Lateral to a Private Sewer Line, all downstream piping, facilities, and appurtenances shall be deemed part of the Private Sewer Line system. The

Private Sewer Line system shall be a Common Area component and shall be maintained, repaired, and replaced by the Association until such system discharges into the Sewer Lift Station.

- 1.22. "Property" shall mean all real property described in Exhibit A, including all improvements and easements thereon.
- 1.23. "PUD" shall mean the Planned Unit Development portion of the Property, consisting of private streets, townhome buildings, and related common areas as designated in the corresponding Plat Map to such phases.
- 1.24. "Rules" shall mean the rules and regulations adopted by the Association to govern the use of the Property and enforcement of these covenants, conditions, restrictions, easements, and liens.
- 1.25. "Sewer Lift Station" means the Association-owned and maintained sanitary sewer pumping facility designed to receive wastewater from the Private Sewer Lines and convey such wastewater to the public sewer system. The Sewer Lift Station includes, without limitation, all pumps, vaults, piping, valves, controls, bypass pumping systems, backup power systems (including any generator), electrical service and transformers, access and maintenance areas, and all related improvements and easements associated therewith. The Sewer Lift Station ultimately discharges to the public sewer main in 2300 West Street operated and maintained by Cedar City Corporation.
- 1.26. "Single-Family Home" shall mean a detached residential dwelling located within the public subdivision portion of the Property.
- 1.27. "Special Assessment" shall mean any assessment levied by the Association for extraordinary expenses not included in the regular assessments.
- 1.28. "Supplemental Declaration" shall mean a written instrument record, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.
- 1.29. "Townhome" shall mean a residential unit with shared walls, designated as "City Townhome" for a townhome in the Cedar City limits in a PUD area, and designated as "County Townhome" for a townhome in unincorporated Iron County located on a public street.
- 1.30. "Turf Grass Restriction" shall mean the jurisdiction- and phase-specific rules and restrictions pertaining to turf grass or other plantings to enhance water conservation measures.
- 1.31. "Utility Easements" shall mean rights of access and maintenance granted to utility service providers as necessary for the provision of utilities to the Property.

ARTICLE 2: PROPERTY USE AND RESTRICTIONS

- 2.1. Architectural Control and Standards. The Architectural Controls and Standards of each phase of the Subdivision shall be set forth by the Association. Such standards for Phase 1 are set forth in the attached Exhibit D.
- 2.2. Residential Use. All Units shall be used exclusively for residential purposes, except for common area uses and such other uses specifically permitted by this Declaration or approved by the Association, or as otherwise superseded by Cedar City Ordinance or by the laws of the State of Utah.
- 2.3. Parking. (a) PUD Parking. Parking within the PUD shall be open and shared among the townhome residents. Non-PUD residents shall not park or store vehicles in PUD parking areas except when visiting PUD residents or using Common Recreational Amenities located within the PUD area. PUD parking areas shall not be used for the parking or storage of recreational vehicles, ATVs, trailers, boats, or the like except for active loading and unloading. (b) Public Street Parking. The Association may adopt rules to the greatest extent allowable by law or ordinance restricting parking and assessing fines or taking other enforcement measures limiting parking and vehicle storage on public streets of the subdivision. (c) Private Lot Parking. Except

for a loading/unloading period between uses not to exceed 24 hours, no RVs, trailers, recreational vehicles, boats, or the like may be parked in the front setback area of any lot. Such parking or storage may only occur on a side yard behind the front setback area if obscured by a site-obscuring fence. The Board may adopt additional Rules expanding or varying the restrictions relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the right to remove or cause to be removed any vehicles that are improperly parked; and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

- 2.4. Alterations. No exterior alterations to Townhome buildings shall be made without the approval of the Association.
- 2.5. Turf Grass Restriction. 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 plans, and trees and native landscape designs are encouraged. In no case shall any building lot contain more than 2,500 square feet of irrigated turf grass. Future phases and/or Townhome lots may have more stringent turfgrass restrictions based on state law, Cedar Valley Water Conservancy policies, and Cedar City Corporation ordinances relevant to each particular phase. Landscaping along the front and sides of the dwelling, shall be completed within six (6) months of the occupancy date of the dwelling. Owners of multiple lots must complete all landscaping of a non-dwelling lot within twelve (12) months of commencement of any landscaping or construction work upon such lot.
- 2.6. Use of Common Areas. The Common Recreational Areas shall be available for use by all Subdivision residents. Rules governing the use of these areas shall be established by the Association. The Common Areas shall be used only in a manner consistent with their community nature and applicable Association use restrictions. Owners may not place any item in the Common Area without the authorization of the Board. Damage to Common Area by an Owner, Occupant, guest or invitee shall be the responsibility of the Owner and the cost of repair or replacement shall be charged to the Owner as an individual assessment.
- 2.7. Storage Buildings and Shipping Containers. Except for 3 or fewer days of loading/unloading activities associated with an owner moving in or out of a residence, no shipping containers or similar structures may be placed, stored, or used outside of a rear or side yard site obscuring fence on any lot within the community.
- 2.8. Prohibited Activities. Unless otherwise superseded by Cedar City Ordinance or by the laws of the State of Utah, no commercial activities shall be conducted on any Unit, except home-based businesses that do not generate regular customer traffic. No activity shall be conducted that unreasonably interferes with the use and enjoyment of the Property by other Owners. No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.
- 2.9. Variances. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Declaration if the Board determines in its discretion: (i) that the restriction would create an unreasonable hardship or burden on an Owner or Occupant; (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; or (iii) that the activity permitted under the variance will not have any adverse financial affect or any other substantial adverse effect on the Association or

- other Owners and Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by a majority of the then-existing Board.
- 2.10. Solar Energy Systems. Unless superseded by ordinance or law, solar energy systems and equipment are prohibited from being constructed or installed on Townhome buildings. Notwithstanding the forgoing, if the Board elects to allow solar energy systems on attached Residences, then the Board may adopt Rules and regulations for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot and Residence.
- 2.11. Nuisances. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following: 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas; 2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses; 3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board; 4) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project.

ARTICLE 3: GOVERNANCE

- 3.1. Declarant Control. The Declarant shall retain control over the Association until the earlier of: (i) six (6) months after the date on which all of the Lots and all of the Additional Property, have been conveyed to persons or entities other than Declarant or its successors, assigns, and affiliates, regardless of whether such Additional Property has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Association.
- 3.2. Management Committee. Following the Period of Declarant Control, the Association shall be governed by a Board of five (5) members. During the Period of Declarant Control, the Association shall be governed by a Board of between 3-5 appointees of Declarant.
- 3.3. Election Process. Elections shall occur at the Annual Meeting of the Association. Each Unit Owner shall be entitled to one vote per Lot owned.
- 3.4. Vacancies. Vacancies on the Board shall be filled by majority appointment of the remaining Board members until the next Annual Meeting.
- 3.5. Powers and Duties. The Board shall manage the affairs of the Association, including maintenance, insurance, enforcement of restrictions, and financial matters.
- 3.6. Membership. Every Owner shall be a Member of the Association with one membership interest per Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner.
- 3.7. Voting Rights. Except as otherwise is allowed in this Declaration or the Bylaws, or limited by the Special Declarant Rights, Owners shall be entitled to one vote per Lot owned.
- 3.8. Name. The Project, as submitted to the Provisions of this Declaration, shall be known as Adams Farm Subdivision. The Project is not a cooperative.

ARTICLE 4: BUDGET AND ASSESSMENTS

- 4.1. Purpose of Assessments. Assessments shall be levied to provide for the costs of maintenance, repair, and improvement of the Common Areas, insurance, management, utilities, taxes, and other expenses as deemed necessary by the Board.
- 4.2. Regular Assessments. All Units shall be subject to regular assessments as determined by the Board. The Board shall establish the amount of the regular assessment annually.
- 4.3. Special Assessments. Special assessments may be levied by the Board for extraordinary expenses, provided that any such assessment exceeding twenty percent (20%) of the annual budget must be approved by a majority of the Unit Owners.
- 4.4. Lien for Non-Payment. Any assessment not paid within thirty (30) days of the due date shall constitute a lien on the Unit. The Board may enforce the lien by legal action or foreclosure. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.
- 4.5. Release of Lien. A lien shall be released upon full payment of the amount owed, including any legal fees and interest.
- 4.6. Annual Budget. The Board, through its agent, shall prepare and adopt an annual budget for the Association. The annual budget is an estimate of expenses and shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.
- 4.7. Collection Action at Law. The Association may exercise any or all of the following remedies to collect delinquent Assessments: 1) The Association may suspend such Owner's voting rights. 2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents.
- 4.8. Pets. Domestic pets may be kept in conformance with applicable local ordinance. No pets, animals, livestock, or poultry of any kind shall be commercially bred in, on, or about the Project. The Board may adopt Rules that vary or expand upon the restrictions related to pets, including but not limited to, restrictions on the number and types of pets, requirements for registration with the Association, and noise limitations. Pets may not create a nuisance.
- 4.9. No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.
- 4.10. Covenant to Pay Assessments. Each Owner of a Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including without limitation, all Regular, Special, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.
- 4.11. Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a Particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 4.12. Association Responsibility after Foreclosure. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to

pay assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Mortgages cannot make any claim Against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

ARTICLE 5: MAINTENANCE AND INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants. Owners and Occupants (including tenants or renters) are required to obtain adequate insurance to cover their personal property and personal liability.

- 5.1. Common Area Maintenance. The Association shall be responsible for the maintenance, repair, and replacement of all Common Areas, including the exteriors of the Townhome units.
- 5.2. Sewer Maintenance. The Association shall be responsible for the maintenance, repair, replacement, and operation of the Private Sewer Lines and the Sewer Lift Station as part of the Common Area. Without limiting the foregoing, the Association shall cause the Sewer Lift Station and all related pump and backup power systems to be inspected and serviced on a regular basis, including monthly, quarterly, or such other intervals as recommended by the applicable equipment manufacturer or as required to maintain safe and continuous operation. All maintenance and operation shall be performed in compliance with applicable federal, state, and local laws, ordinances, and regulations. All costs associated with the inspection, operation, maintenance, repair, replacement, and funding of reserves for the Private Sewer Lines and Sewer Lift Station shall be assessed by the Association against all Lots and Units served thereby on a per Lot or Unit pro rata basis, unless otherwise provided herein.
- 5.3. Common Recreational Area Maintenance. The Association shall maintain, repair, and replace all Common Recreational Areas, including any landscaping, improvements, and common water metering serving such areas. All related costs, including utilities and reserves, shall be assessed against all Lots and Units on a per Lot or Unit pro rata basis, unless otherwise provided herein.
- 5.4. Private Stormwater System Maintenance. The Association shall maintain, repair, and replace all private stormwater infrastructure, including without limitation any detention or retention basins, drainage facilities, piping, and appurtenances (including any central drainage basin). All related costs, including reserves, shall be assessed against all Lots and Units on a per Lot or Unit pro rata basis.
- 5.5. Private Street and Parking Area Maintenance. The Association shall maintain, repair, resurface, and replace all private streets and parking areas within the Project, and shall provide for snow removal and related services as reasonably necessary. All costs related to private street maintenance shall be assessed only against PUD Units on a per Unit basis.
- 5.6. Common Outdoor Storage Area Maintenance. The Association shall maintain, repair, and replace all Common Outdoor Storage Areas, including all fencing, lighting, and security features associated therewith. All related costs shall be assessed on a per Lot or Unit pro rata basis against only the Townhome Lots and single-family Lots containing less than 10,000 square feet, unless otherwise provided herein.
- 5.7. Insurance. The Association shall maintain insurance coverage for the Common Areas, including liability insurance and property damage insurance. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carrier and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies.
- 5.8. Declarant's Rights. The Declarant shall maintain insurance coverage and fulfill other maintenance obligations for Units or areas not yet conveyed to Unit Owners. Assessments for a unit will not accrue until Declarant sells such unit.

- 5.9. Owner Maintenance Neglect. Only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. In no case may the Association construe Declarant action or inaction as maintenance neglect.
- 5.10. Transfer of Special Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part through a written agreement. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such Rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor.
- 5.11. Board Discretion to Determine Maintenance Responsibilities. In the event a maintenance obligation is not outlined herein, or confusion arises as to a maintenance obligation, the Board may, by resolution and in its sole discretion, determine whether the Association or the Owners shall have the Responsibility to fulfill the maintenance obligation.
- 5.12. Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is Acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 5.13. Certificates. Any insurer that has issued an insurance Policy to the Association Shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.
- 5.14. Named Insured. The named insured under any policy of insurance shall be the Association. The Board may keep fidelity coverage and any other policy related to the Property or the Association at its discretion with premiums paid by Association dues. The Declarant shall be listed by name as an additional insured under any and all policies of insurance during the Period of Declarant Control. The Board may also include the Property Manager as additional insured in the Board's discretion.
- 5.15. Owner Insurance. Each Owner shall be Responsible to purchase and maintain in force appropriate hazard, content, property and liability insurance as such Owner shall determine to be appropriate to the Owner's needs, residence, personal property, and circumstances. The Association is not required to file claims on any of its policies for any damage or liability claim that either should or would have been covered under any Owner's policy.

ARTICLE 6: ENFORCEMENT

- 6.1. Enforcement Rights. The Association, Declarant, and any Owner shall have the right to enforce, by legal proceedings, all restrictions, conditions, covenants, rules, and regulations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.
- 6.2. Fines and Penalties. The Board may establish and enforce fines for violations of the Governing Documents. Such fines shall constitute a lien on the Owner's Unit if unpaid.
- 6.3. Legal Action. The Association may bring suit to collect any unpaid assessments or to enjoin violations of the Declaration.
- 6.4. Attorney's Fees. The prevailing party in any enforcement action shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 7: AMENDMENTS

- 7.1. Amendments by Declarant. During the Declarant Control Period, the Declarant may unilaterally amend this Declaration. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.
- 7.2. Amendments by Owners. Following the expiration of the Declarant Control Period, this Declaration may be amended by the affirmative vote or written consent of at least seventy-five percent (75%) of the Unit Owners. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the County Recorder. In such instrument, the Board shall Certify that the vote Required by this Section for amendment has occurred.
- 7.3. Necessary Amendments. Declarant or the Association may unilaterally amend this Declaration without Owner vote if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, State, or Federal governmental agency; or (c) to correct any scrivener's error. However, any such amendment occurring after the Period of Declarant Control shall not adversely affect the title to any Lot unless the Owner shall consent in writing.
- 7.4. Validity of Amendments. This Declaration and any amendment thereof shall be presumed to have been validly voted upon and adopted upon recordation in the office of the County Recorder. Any challenge to this Declaration or an amendment must be made within six (6) months of its recordation, after which any claim or defense based upon the alleged invalidity, or procedural irregularity regarding the adoption of the Declaration or an amendment shall be deemed waived. An Owner that takes title to a Lot subsequent to the recording of this Declaration or any amendment shall take title subject to all recorded documents and shall not have standing to challenge the validity or adoption of, any prior recorded documents by way of affirmative claim or defense. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE 8: MISCELLANEOUS

- 8.1. Severability. Invalidation of any provision of this Declaration shall not affect the validity of the remainder of any other provision herein, all of which shall remain in full force and effect.
- 8.2. No Waiver. Failure by the Association or any Owner to enforce any covenant or restriction shall not constitute a waiver of the right to enforce such provision thereafter. No Association delay or failure to demand strict adherence to the terms, Restrictions or provisions of the Governing Documents shall be deemed to constitute a course of conduct inconsistent with the Association's right at any time.
- 8.3. Successors and Assigns. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, the Association, Declarant, and all Unit Owners.
- 8.4. Exhibits. The following exhibits are incorporated by reference:
 - (a) Exhibit A: Legal Description of the Property
 - (b) Exhibit B: Plat Map of the Subdivision
 - (c) Exhibit C: Bylaws of the Association
 - (d) Exhibit D: Phase I Architecture and Use Standards

ARTICLE 9: GENERAL PROVISIONS

- 9.1. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. Headings

and captions are for convenience only and shall not affect the meaning or interpretation of any provision.

- 9.2. Notices. Any notice required or permitted to be sent under this Declaration shall be in writing and shall be deemed given when delivered personally, by electronic communication (if allowed by the Association's rules), or by mail, postage prepaid, to the last known address of the recipient.
- 9.3. Non-Liability of Association. The Association and its Board shall not be liable for any failure to provide adequate security, for the condition of the Property, or for any damage, injury, or death resulting from any condition on the Property.
- 9.4. Binding Effect. This Declaration shall be binding upon and inure to the benefit of the Declarant, the Association, and all Owners, and their respective heirs, successors, and assigns.
- 9.5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years unless amended as provided herein.
- 9.6. Mortgage Protection. Nothing in this Declaration shall be construed to impair or invalidate the lien of any first mortgage or deed of trust on any Unit.
- 9.7. Attorneys' Fees. In the event of any dispute arising under this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.
- 9.8. Amendment Process. Amendments to this Declaration shall be made pursuant to Article 7.
- 9.9. Severability. If any provision of this Declaration is held to be invalid or unenforceable, such provision shall be severed, and the remainder of this Declaration shall continue in full force and effect.

ARTICLE 10: DUTIES AND POWERS OF THE ASSOCIATION

- 10.1. Organization of Association. The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or Group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors.
- 10.2. Legal Organization. The Association is intended to be incorporated as a Nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, it shall automatically be succeeded by an unincorporated association of the same name vested with all property, powers and obligations of the nonprofit corporation and the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such Expiration or Invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.
- 10.3. General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties, and obligations: 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation; 2) The powers and Obligations of a Nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah; 3) The powers, duties, and obligations of a homeowners association pursuant to

the Utah Community Association Act, or any successor thereto; 4) The powers, duties, and obligations not reserved specifically to Owners; and 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Governing Documents or otherwise promoting the general benefit of the Owners within the Project. The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

- 10.4. Liability. Board Members and officers of the Association shall not be liable to the Association or to any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful misconduct
- 10.5. Board Indemnification. Each past and present Board Member (including the Declarant and its appointees) shall be entitled to defense and indemnification to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act. The right of any Person to be indemnified shall be subject to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.
- 10.6. Registration with the State. In compliance with Utah Code § 57-8a-105, the Association shall be Registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.
- 10.7. Records. Owners shall have the right to inspect Association Records within a reasonable time following an Owner's request. "Association Records" are limited to the following documents and information: (a) Declaration, (b) Bylaws, (c) Articles of Incorporation, (d) minutes of Owner meetings and Board meetings, (e) most recent approved budget, (f) a record of all actions taken by Owners or the Board without a meeting, (g) a record of all actions taken by a committee of the Board in place of the Board, (h) a record of all waivers of notices for Owner meetings and Board meetings, (i) a list of all Owners in alphabetical order showing their address and the number of votes each Owner is entitled, (j) all resolutions adopted by the Board currently in effect, (k) all written communications to Owners generally as Members for a period of three years, (l) a list of Board member names and addresses, (m) a copy of the most recent annual report delivered to the State, (n) all annual financial statements (balance sheet and profit and loss statement) of the Association for the past three years, and (o) the most recent reserve analysis, if one has been commissioned. Association Records shall specifically exclude emails, texts, phone calls, writings, and personal communications between Board Members or Owners. The Board shall have the power and discretion to determine what documents or information are considered Association Records if there is a dispute over the definitions or language provided in this Section. The Association shall have no duty to keep, maintain, produce, or permit inspection of any documents, draft documents, electronic files, or other information not explicitly required by Utah Code, or to produce documents in possession of a third-party property manager which it does not possess.

ARTICLE 11: EASEMENTS AND RIGHTS IN COMMON AREAS

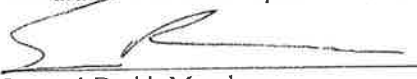
- 11.1. Easement of Enjoyment. Each Member shall have a Right and easement of use and enjoyment in and to the Common Areas as provided in Article 2 of this instrument. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated there from. An Owner may delegate their easement and right of use and enjoyment described herein to any permitted Occupants who reside in such Owner's Residence. The rights and Privileges of such delegate or assignee shall be subject to suspension in the same manner and to

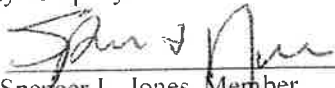
the same degree as those of an Owner. This right of easement shall not extend to the privately owned Lots or Private Areas of other Owners.

- 11.2. Limitation on Easement. A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:
 - 11.2.1. The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed six (6) months for any infraction of the Governing Documents;
 - 11.2.2. The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by sixty-seven percent (67%) of the Owners.
- 11.3. Association Easement. The Association, its Board, employees, agents, and Contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.
- 11.4. Easement for Utility Services. In addition to the easements identified on the Plat, the Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable. If any utility company or Municipal authority requests that a more specific easement be granted in its favor in substitution for the easement hereby established with respect to the Common Areas, the Board shall have the power and authority, without the need for any consent by the Owners to grant the more specific easement on such terms and conditions as the Board deems appropriate. It is intended that this Utility easement be construed broadly and such easement shall specifically include the areas directly underneath and across the Lots for the installation and maintenance of Utility lines across and through each Lot.
- 11.5. Right to Enter. The Association, acting through the Board or its duly authorized agent, shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present At the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Occupants, or other Parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence without the consent of the Lot Owner unless there is an emergency threatening another Residence, the Occupants of another Residence, or the structural integrity of a townhome building. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot or Residence under this Section and shall defend, indemnify, and hold harmless the Association for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.
- 11.6. Easements for Encroachments. If any portion of a Common Area or Limited Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot, Limited Common Area, or the Common Area as a result of the manner in which the improvements were initially approved and constructed, or due to settling, shifting, alteration, replacement, repair, or restoration, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

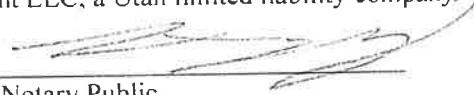
Declarant: DDJ Development LLC, a Utah limited liability company


Samuel Dodd, Member
DDJ Development LLC, a Utah limited liability
company


Spencer L. Jones, Member
DDJ Development LLC, a Utah limited liability
company

STATE OF UTAH)
 ss.
COUNTY OF IRON)

The foregoing instrument was acknowledged before me this 29th day of April 2026 by Samuel Dodd and Spencer L. Jones, Members of DDJ Development LLC, a Utah limited liability company.


Notary Public

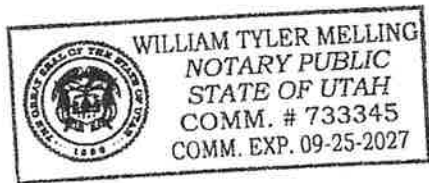


EXHIBIT A

ADAMS FARM SUBDIVISION, PHASE 1 LEGAL DESCRIPTION:

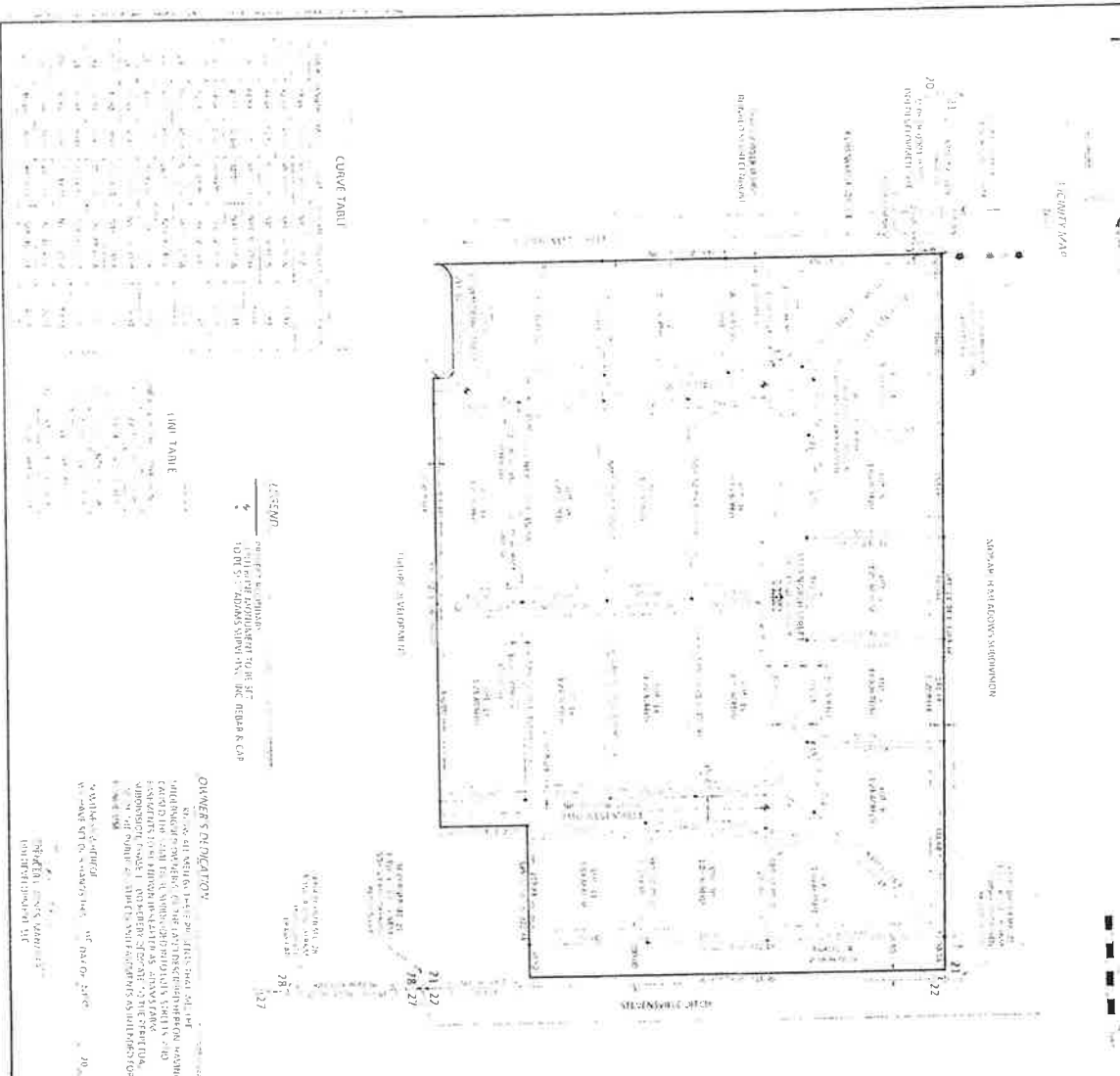
BEGINNING S.89°13'04"E. ALONG THE EAST-WEST QUARTER SECTION LINE 3969.55 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; THENCE CONTINUING ALONG SAID QUARTER SECTION LINE S.89°13'04"E. 1264.38 FEET. THENCE S.0°00'53"W. 731.96 FEET, THENCE S.89°52'05"W. 272.34 FEET. THENCE S.0°07'55"E. 152.50 FEET, THENCE S.89°52'05"W. 790.00 FEET, THENCE N.0°07'55"W. 21.70 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 15.00 FEET A DISTANCE OF 23.56 FEET (THE CHORD OF SAID CURVE BEARS N.45°07'55"W. 21.21 FEET, THENCE S.89°52'05"W. 155.00 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET A DISTANCE OF 47.12 FEET (THE CHORD OF SAID CURVE BEARS S.44°52'05"W. 42.43 FEET TO THE EAST LINE OF 2300 WEST STREET, THENCE N.0°07'55"W. ALONG SAID RIGHT-OF-WAY LINE 897.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.82 ACRES OF LAND.

EXHIBIT B

Plat Map of the Subdivision

**FINAL PLAT FOR
ADAMS FARM SUBDIVISION, PHASE 1
WITHIN THE SE1/4 OF SECTION 21, T. 35 S., R. 11 W., S18&M
IRON COUNTY, UTAH**



UTILITY COMPANY APPROVAL
The undersigned hereby certifies that the utility companies shown on this plat have been contacted and their requirements for service have been met. The utility companies are: **UTAH ELECTRIC POWER & LIGHTING COMPANY**, **UTAH GAS COMPANY**, and **UTAH TELEPHONE COMPANY**.

OWNER'S DECLARATION
I, the undersigned, being the owner of the land described herein, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land.

ACTING ENGINEER
I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of Utah, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land.

IRON COUNTY ENGINEER
I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of Utah, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the provisions of the laws of the State of Utah relating to the subdivision of land.

GAS COMPANY APPROVAL
The undersigned hereby certifies that the gas company shown on this plat has been contacted and its requirements for service have been met. The gas company is: **UTAH GAS COMPANY**.

IRON COUNTY LAND USE AUTHORITY APPROVAL
The undersigned hereby certifies that the land use authority shown on this plat has been contacted and its requirements for service have been met. The land use authority is: **IRON COUNTY LAND USE AUTHORITY**.

LEGAL DESCRIPTION
The land described in this plat is situated in the SE1/4 of Section 21, Township 35 South, Range 11 West, S18&M, Iron County, Utah, and is more particularly described as follows: [Detailed description of the land parcels and easements.]

NOTES
1. The plat is subject to the provisions of the laws of the State of Utah relating to the subdivision of land.
2. The plat is subject to the provisions of the laws of the State of Utah relating to the subdivision of land.
3. The plat is subject to the provisions of the laws of the State of Utah relating to the subdivision of land.

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B: 1757 P: 871
**FINAL PLAT FOR
ADAMS FARM SUBDIVISION, PHASE 1
WITHIN THE SE1/4 OF SECTION 21, T. 35 S., R. 11 W., S18&M
IRON COUNTY, UTAH**



ADDRESS 655 W 200 N STE 150 PHONE (435) 584-0881
Cedar City, UT 84202

EXHIBIT C
BYLAWS
OF THE
ADAMS FARM HOMEOWNERS ASSOCIATION

These BYLAWS OF THE ADAMS FARM HOMEOWNERS ASSOCIATION are effective upon recording in the Iron County Recorder's Office and shall be binding against the Property. See Exhibit A. These Bylaws have been adopted pursuant to the Utah Revised Nonprofit Corporation Act.

RECITALS

- A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.
- B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Adams Farm Subdivision and Planned Unit Development (PUD) and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

- 1.1. Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration.
- 1.2. "Acts" shall mean and refer to the Utah Community Association Act and the Utah Revised Nonprofit Act, as amended, both of which apply to the Project and the Association.
- 1.3. "Board Members" as used herein shall mean and refer to members of the Board of Trustees.
- 1.4. "Governing Documents" shall mean collectively, the Declaration, Plat, Articles of Incorporation, Bylaws, and any Rules adopted by the Board.
- 1.5. "Period of Declarant Control" shall mean the period of time during which the Declarant acts as the Board or is authorized to appoint Board Members. This right and authorization of the Declarant has commenced and may continue until the earliest of the following events: (i) six (6) months after the date on which all of the Lots and all of the Additional Property, have been conveyed to persons or entities other than Declarant or its

successors, assigns, and affiliates, regardless of whether such Additional Property has been added hereto; or (ii) the Declarant executes and records a written waiver of its right to control the Association.

- 1.6. "Rules" as used herein shall mean and refer to any rules, regulations, and policies adopted by the Association through its Board.

ARTICLE II APPLICATION

- 2.1. All present and future Owners, mortgagees, occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and any Rules. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any said Units or the Common Areas will signify that these Bylaws, the Declaration, and any Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

- 3.1. Annual Meetings. The annual meeting of the Owners shall be held each year on a day and time established by the Board. The purposes of the annual meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the annual meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting. The Board may from time to time by resolution change the month, date, and time for the annual meeting. Annual meetings shall not be required during the Period of Declarant Control, but the Declarant may hold annual meetings at its discretion.
- 3.2. Special Meetings. Special meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 45 days of receipt of the Owner request. During the Period of Declarant Control, special meetings may only be called by the Declarant.
- 3.3. Place of Meetings. The Board may designate any place in Iron County that is reasonably convenient for the Owners as the place of any Owner meeting. In addition, the

Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing.

- 3.4. Notice of Meetings. The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Unit shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door.
- 3.5. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.
- 3.6. Record Date for Notice Purposes. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The Persons appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.
- 3.7. Quorum. Any number of Owners present in person or by proxy at a meeting duly called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions.
- 3.8. Proxies. At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy, provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner

or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Unit or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meetings called to order. The Secretary shall record all proxies in the meeting minutes.

- 3.9. Votes. Owners shall be entitled to vote on each matter submitted to an Owner vote in person, by proxy, or by any type of written or electronic ballot. Owners shall have the number of votes appertaining to the Lot of such Owner, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.
- 3.10. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.
- 3.11. Action Taken Without a Meeting. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

- 3.12. Minutes of Meetings. The Secretary, or their designee, shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be available to requesting Owners within sixty (60) days of the annual meeting.

ARTICLE IV BOARD OF TRUSTEES

- 4.1. Powers. The Project and the business and affairs of the Association shall be governed and managed by the Board. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles of Incorporation, or the Acts, except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners. These powers and authority include, without limitation, the ability to make and amend Rules; establish a reinvestment fee; adopt Association budgets; maintain, repair, and replace Common Areas; file lawsuits in the name of the Association; enforce the governing documents; hire professionals and other service providers; and so forth.
- 4.2. Number and Qualifications. The Board shall be composed of five (5) persons. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Unit in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. No more than one owner/spouse from any one Unit may serve concurrently as a Board Member, regardless of the number of Units owned. If a Board Member ceases to meet any required qualifications during the Board Member's term, such Person's membership on the Board shall automatically terminate. During the Period of Declarant Control, the qualification requirements of these Bylaws shall not apply and the Declarant may exercise all powers of the Board as permitted by law, and the Board may be composed of fewer than five (5) Board Members.
- 4.3. Election. During the Period of Declarant Control, Board Members shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be

elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted. Ties in Owner voting shall be resolved by a vote of the current Board Members.

- 4.4. Term of Office. During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect Board Members for two (2) year terms. The terms shall be staggered and overlap so that elections for Board Member positions are held each year at the annual meeting. Board Members may serve consecutive terms if elected.
- 4.5. Regular Meetings. The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases the monthly assessments.
- 4.6. Special Meetings. Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.
- 4.7. Meeting Notice. The person(s) authorized to call Board meetings may fix any place, within Iron County, as the place for holding the meeting and shall provide a conference call-in number for Board Members not able to attend in person. Notice shall be given personally, by email, or by telephone, including text message, at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings may be held without call or notice to the Board Members.
- 4.8. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members shall act only as the Board, and individual Board Members shall have no powers as such. Board Members may not vote or attend Board meetings via proxy.
- 4.9. Open Meetings. Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:
 - a) Consult with legal counsel, or to obtain legal advice and discuss legal matters;
 - b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;

- c) Discuss a labor or personnel matter;
- d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f) Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners.

- 4.10. Board Meetings Generally. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.
- 4.11. Board Action. Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.
- 4.12. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.
- 4.13. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by a vote of a majority of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on

assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

- 4.14. Vacancies. If vacancies occur during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.
- 4.15. Action Without a Meeting. Board Members have the right to take any action in the absence of a meeting which they could take at a meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Additionally, the Board Members may also take action without a meeting if the Board complies with any applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.
- 4.16. Waiver of Notice. Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.
- 4.17. Adjournment. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.
- 4.18. Meeting. A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

- 5.1. Officers. The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall not be required during the Period of Declarant Control.
- 5.2. Election, Tenure, and Qualifications. The officers of the Association must be Board Members and shall be elected by the Board at the first Board meeting following each

Annual Meeting of the Owners. Each officer shall hold such office until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

- 5.3. Subordinate Officers. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.
- 5.5. Vacancies. If a vacancy occurs in an office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.
- 5.6. President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.
- 5.7. Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the event of the President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.
- 5.8. Treasurer. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.
- 5.9. Compensation. No officer shall receive compensation for any services rendered to the

Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

- 6.1. Designation of Committees. The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.
- 6.2. Proceeding of Committees. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.
- 6.3. Quorum and Manner of Acting. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.
- 6.4. Resignation and Removal. A committee member may resign at any time by delivering a written resignation to a Board Member or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.
- 6.5. Vacancies. If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

- 7.1. Indemnification. No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or

on behalf of the Association. The Association shall and does hereby agree to defend, indemnify, and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be defended and indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

- 7.2. Other indemnification. The defense and indemnification herein provided shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking defense and indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 7.3. Insurance. The Board, in its discretion, may direct that the Association purchase and maintain "Directors and Officers" insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend and indemnify such

person against liability under the provisions of this Article.

- 7.4. Settlement by Association. The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

- 8.1. Rules. The Board shall have the authority to adopt and establish Association Rules as it deems necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and residents. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX AMENDMENTS

- 9.1. Amendments by Declarant. During the Period of Declarant Control or so long as the Declarant owns one or more Lots or Units in the Project, the Declarant acting alone may amend the Bylaws for any reason, without Owner approval. Declarant's unilateral amendment right as designated herein may continue past the expiration of the Declarant's Class B membership. No other amendment shall be valid or enforceable during the period Declarant owns at least one Unit unless the Declarant has given written consent to such amendment. Any amendment during the period Declarant owns at least one Unit shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Iron County Recorder.
- 9.2. Amendments by Association. After Declarant has sold all of the Units to third parties and the Period of Declarant Control has expired, the Bylaws may be amended by the Owners upon the affirmative vote of at least a majority of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Iron County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any Owner signature shall be required. No

amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.1. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 10.2. Invalidity: Number: Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.
- 10.3. General Notices. Any notice required or permitted to be given to any Owner according to the provisions of the Declaration or other governing documents of the Association shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed via USPS to the person who appears as an Owner in the records of the Association at the time notice is sent. Email shall be the primary means for delivering notice, and it is the responsibility of each Owner to provide an accurate email address to the Association for notice purposes. If no email, phone number, or mailing address has been provided, the physical address of the Unit owned by said Owner shall be used for notice purposes. The use of the terms "notice" or "written notice" in the Declaration or other governing document shall include notices sent via email, text, facsimile, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or otherwise physically received by an Owner.

EXHIBIT D

Phase 1 Architectural Control & Design Standards

1. Permitted Structures. Each Lot shall contain a single-family dwelling. Accessory structures, including caretaker's cottages or guest houses, shall not exceed 1,200 square feet and shall comply with the setback requirements applicable to single-family dwellings. Private garages and/or barns shall not exceed two (2) stories in height, excluding basements.
2. Garage Requirements. Each dwelling shall include a private garage with capacity for not less than two (2) vehicles. Carports are not permitted.
3. Minimum Dwelling Size. Rambler-style dwellings shall contain not less than 1,500 square feet of finished living area above grade. Two-story dwellings shall contain not less than 1,900 square feet of finished living area above grade. Square footage calculations shall exclude garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any area below top grade of the foundation shall not count toward minimum square footage requirements.
4. Exterior Materials. Exterior materials shall be new and consist of brick, rock, stucco, vinyl siding, cementitious siding, engineered wood siding (including smart siding), or a combination thereof. Wood siding shall only be used in combination with brick, rock, and/or stucco.
5. Roof Standards. Wood shake, wood shingle, and three-tab asphalt shingles are prohibited. Flat roofs are not permitted.
6. Building Design. All dwellings shall include a minimum twelve (12) inch soffit overhang.
7. Construction Timeline. Construction shall be completed within twelve (12) months from commencement. Commencement includes any clearing of vegetation or site disturbance in anticipation of construction or landscaping. All construction debris, excavation materials, and excess dirt shall be removed within such period. No debris or dirt shall be deposited on streets or sidewalks.
8. Setbacks. All structures shall comply with setback requirements established by the Iron County Building Department.
9. Landscaping. Irrigated turf grass shall not exceed 2,500 square feet per Lot. Landscaping shall otherwise consist of a combination of lawn, shrubs, and/or ground cover.
10. Accessory Improvements. Patios, trellises, gazebos, shade structures, and similar improvements shall be consistent with the colors, materials, and architectural character of the dwelling.
11. Antennas and Rooftop Equipment. Exterior antennas shall not exceed three (3) feet in diameter or length, whichever is less. No shortwave radio antennas are permitted. All exposed

metal flues, vents, ventilators, or similar rooftop elements shall be painted or coated to blend with the roof.

12. Signage. No signs are permitted except one (1) sign per Lot not exceeding six (6) square feet advertising the property for sale or lease.

13. Animals. Animals shall be kept in accordance with applicable county ordinances.

14. Maintenance. All buildings and improvements shall be maintained in good repair at all times.

15. Subdivision Restriction. No Lot may be subdivided into smaller Lots.

16. Building Height. Building height shall not exceed the lesser of two (2) stories (excluding basement) or thirty-five (35) feet.

17. Storage and Materials. No fuel storage tanks are permitted. Building materials shall not be stored within the front setback. Any permitted storage shall be located in the rear yard and screened behind a sight-obscuring fence.

18. Driveways and Parking Surfaces. Driveways shall be constructed of asphalt, concrete, stamped concrete, brick, or pavers. Gravel, cinders, sand, dirt, quarry tile, and exposed aggregate are not permitted for driveways. Side yard parking areas may consist of gravel, cinders, sand, or dirt.

19. Recreational Improvements. Pools, spas, fountains, and game courts shall be located to minimize impacts from light and sound on adjacent Lots and shall not be located within front yard areas. Pool equipment, including pumps and heaters, shall be screened from view and sound.

20. Parking and Vehicle Restrictions. No major mechanical work or repairs to motor vehicles shall be conducted within front yard areas. No inoperative or unregistered motor vehicle shall be parked, stored, or permitted to remain on any Lot for more than forty-eight (48) hours.

21. Declarant Exemption. Nothing herein shall be construed to prevent Declarant, or its agents, contractors, or representatives, from erecting, placing, or maintaining temporary structures, trailers, improvements, equipment, or signage as may be reasonably necessary or convenient for the development, construction, marketing, or sale of the Project.