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CRESCENT HILLS SUBDIVISION

Declaration of Covenants, Conditions and Restrictions

CRESCENT HILLS SUBDIVISION

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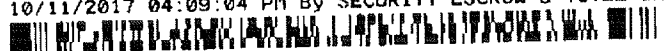
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When Recorded Mail to:
Onado Investments, LLC
c/o Matt Munson
M.A. MUNSON LAW
970 S. Sage Dr., Suite 109
Cedar City, UT 84720

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CRESCENT HILLS SUBDIVISION
IRON COUNTY, UTAH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is made and entered into on this 29th day of September, 2017, by Onado Investments, LLC, a Nevada limited liability company (hereinafter the "Declarant").

RECITALS:

WHEREAS, Declarant is the sole and exclusive owner of the Lots (as hereinafter defined) in the Crescent Hills Subdivision (hereinafter the "Subdivision"), according to the Official Plat thereof on file in the Office of the County Recorder of Iron County, State of Utah, and is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, Declarant intends to complete the development of a residential subdivision on the Property (as hereinafter defined). Declarant will convey all of the Lots within the Subdivision, subject to certain protective covenants, conditions and restrictions, all as set forth in this Declaration, and which are deemed to be covenants running with the land and mutually burdening and benefiting all of the Lots.

WHEREAS, Declarant hereby declares that all of the Lots shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to these protective covenants, conditions, restrictions, and equitable servitudes, all of which are herein created for the mutual benefit of the Owners (as hereinafter defined) of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the conditions, property values and aesthetic values in the development by eliminating inconsistent uses or improvements, all for the mutual benefit and protection of the Owners of the Lots. These covenants, conditions and restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Property in the Subdivision. Further, the covenants, conditions and restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner.

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WHEREAS, future phases of Crescent Hills Subdivision are contemplated, and shall similarly be subjected to the covenants, conditions, and restrictions contained within this Declaration, pursuant to the expansion provisions contained herein.

WHEREAS, notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from the completion of the Subdivision Improvements (as hereinafter defined), or from using any Lot owned by the Declarant as a model home, temporary construction office or sales office, nor limit the Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction, which are otherwise in compliance with applicable County ordinances.

NOW THEREFORE, Declarant hereby declares and decrees as follows:

ARTICLE I
CREATION OF COVENANT

1. The Property herein described shall be hereafter held, owned, sold, conveyed, and occupied, and improved subject to the covenants, conditions, and restrictions hereinafter set forth, which shall be covenants running with the land in perpetuity, and which shall be binding between Crescent Hills and the respective subsequent Owners and purchasers, and between and among the Owners themselves, and their heirs, successors, and assigns.

ARTICLE II
PURPOSES AND DEFINITIONS

2. Purposes. This Declaration is placed of record as a series of covenants running with the Property, as herein set forth, for the purpose of establishing and preserving a quality residential subdivision comprised of single family residential dwellings. Any individual or entity that purchases any Lot within the Subdivision, after the date of recording of these Restrictive Covenants, takes title to said Lot, including any Improvements thereon, subject to and with a commitment to abide by each of the covenants, conditions, and restrictions herein contained.

2.1 Definitions. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration (including that portion herein above entitled "Recitals"), shall have the following meanings:

"Additional Property" means additional real property subjected to the terms and conditions of this Declaration, pursuant to the requirements herein.

"Assessment" shall mean any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of this Declaration, the Bylaws, or Utah Code Ann. §§57-8a-101, et. seq., as the same may be amended or superseded from time to time.

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"*Association*" means the Crescent Hills Home Owners Association, Inc., the nonprofit corporation formed to serve as the Owners' association, as established by this Declaration.

"*Builder*" shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement (as defined herein below). In this context, the Owner may also be the Builder, provided that if the Owner is not acting as the Builder, the Builder shall be a duly licensed contractor, as defined by the laws of the State of Utah.

"*Bylaws*" means the Bylaws of the Association as they may be amended from time to time.

"*City*" shall mean Cedar City, Utah and its appropriate departments, officials, and boards.

"*Common Areas*" means the areas designated as Common Areas on any applicable plat map and in Article VIII herein.

"*County*" shall mean Iron County, Utah and its appropriate departments, officials, and boards.

"*Committee*" shall mean the Architectural Control Committee, created under Article XIV of this Declaration.

"*Declarant*" shall mean and refer to Onado Investments, LLC, a Nevada limited liability company.

"*Declaration*" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions hereto, and any other matters or conditions shown on the official Plat of the Crescent Hills Subdivision, which are incorporated into this Declaration by reference.

"*Dwelling*" or "*Dwelling Unit*" shall mean the single family residence built or to be built on any Lot.

"*Family*" shall mean one household of persons related to each other by blood, adoption, or marriage, or one group of not more than five (5) people who are not related, but are living together as a unit and maintain a common household.

"*Floor Plans*" shall mean the nine (9) approved home designs and elevations that have been approved for construction within the Subdivision.

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"Improvement" shall mean any and all structures and appurtenances of every type and kind, including, but not limited to, buildings, Dwelling Units, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes, or other antennas, and any mechanical equipment that is located on the exterior of any Dwelling or other building.

"Lot" shall mean any of the designated Lots within the Subdivision, as shown on the Plat of Crescent Hills Subdivision.

"Member" or *"Owner"* shall mean the person or persons having title to any Lot as shown on the Plat of Crescent Hills Subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and respective purchasers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation. Regardless of the number of parties participating in ownership of any Lot, the group of those parties shall be treated as one "Owner."

"Permitted Fencing" shall mean any fences and their appurtenances installed, maintained or allowed to stand on the Property in conformity with this Declaration.

"Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

"Plat" shall mean the Plat of Crescent Hills Subdivision, as approved by the County and recorded in the office of the Iron County Recorder, and any amendments that may be made thereto from time to time.

"Property" shall mean all of the real property described on the Plat.

"Public View" shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five (5) feet above the surface of any public streets, including Roadways within the Subdivision.

"Roadway" shall mean those portions of the Property that have been or will be dedicated to Iron County as a public way, as shown and described on the Plat.

"Setback Lines" shall mean the same as those required by Cedar City for R-1 Zoning.

"Subdivision" shall mean Crescent Hills Subdivision, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

"Turnover Meeting" means the meeting provided for under Article X below.

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ARTICLE III
USE AND OCCUPANCY RESTRICTIONS

3. **Introduction.** The following uses and Improvements are permitted within the Subdivision. Used not specifically permitted are prohibited, unless, in the sole judgment of the Committee, the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted.

(a) **Single Family Dwelling / Prohibition Against Multiple Unit Dwellings.** The Lots into which the Property shall be divided shall be used for single family residential dwellings. There shall be no multiple unit dwellings of any kind, including, but not limited to basement apartments and duplexes. No condominiums or time-sharing of any kind are permitted, and no boarding house or other group housing for unrelated people is allowed. Lots may be combined in use.

No Improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the Lot except as follows:

(i) The construction, maintenance, and use of one single family Dwelling, chosen from one of the nine (9) approved Floor Plans, inclusive of an attached garage with capacity for at least two automobiles and storage of recreational and maintenance equipment.

(ii) The construction, maintenance, and use of those Improvements generally and customarily associated with the use and enjoyment of a single-family Dwelling, including driveways, utility connections, garages, retaining walls, stairways, decks, patios, pools and spas, swing sets, trampolines, walkways, fences, lighting, tennis courts or sports courts, sprinklers, antennas and satellite dishes, and irrigation systems.

(iii) The construction, maintenance and use of driveway and utility connections to the Dwelling Unit from other portions of the Lot.

3.1 **Governing Regulations.** The lawfully enacted zoning regulations of Cedar City and Iron County, and any applicable building, fire, and health codes are in full force and effect in the Subdivision, and no Lot or Dwelling may be occupied in a manner that is in violation of any applicable locale, state, or federal statute, law, or ordinance. If the covenants, conditions and restrictions in this Declaration are more strict than applicable zoning, it is the intent that the provisions of this Declaration control. Further, this Declaration shall not authorize any uses, improvements, or activities prohibited by any local, state or federal law or regulation.

3.2 **No Business or Commercial Uses.** No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office during the actual period of construction of the Subdivision Improvements, (b) use by Declarant of one or more of the Lots for a model home site and/or display and sales office during the sales period, or (c) the use by any Owner of his Lot for a home occupation. No home

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occupant will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which utilizes and employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

3.3 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, a boarding house, a "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot or Dwelling thereon shall be for a period of less than 30 days. No Lot or Dwelling shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

3.4 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors (including but not limited to odors from any animals maintained on a Lot) that detract from the reasonable enjoyment of other Lot Owners in the Subdivision.

3.5 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and meeting applicable City and County fire safety standards) and barbecues.

3.6 No Unsightliness. No unsightliness is permitted on any Lot. This include, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of construction equipment; inoperable motor vehicles; boats, mobile homes, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading), and similar equipment, unless placed or maintained within a garage or screened from public view; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and household refuse or garbage except as stored in tight containers in an enclosure such as a garage.

3.7 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted except for lighting that is designed to illuminate only the confines of the individual Lot on which it is installed. This shall not apply to street lighting maintained by the City, if any. Lighting of tennis courts or similar sports courts should similarly be designed to aim downward and limit the field of light to the confines of the court on which it is installed.

3.8 No Annoying Sounds. No speakers, or other noise making devices may be used or maintained on any Lot which create sound that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

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3.9 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a Certificate of Occupancy by the City.

3.10 Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on the Lot.

3.11 Coal-Fired Fireplaces. No coal-fired fireplaces, stoves or furnaces will be permitted in the Subdivision.

3.12 Animals. No animals other than ordinary household pets may be kept on any Lot. Specifically, no pigs, hogs, chickens, cattle, sheep, horses, or goats may be kept on any Lot. Further, dogs, cats and other household pets may not be kept for commercial purposes, and are restricted to the Owner's premises, unless under the Owner's control by leash or otherwise.

3.13 No Re-Subdivision. No Lot may be re-subdivided or conveyed in part.

3.14 Utilities. All natural gas, electrical, telephone, television and any other utility lines in the Subdivision are to be underground. All such utility lines shall be used by the individual Lot Owners under the rules and regulations prescribed by the company furnishing the public utility and as said public utility is made available to each Lot.

3.15 No Oil or L. P. Gas Tanks. The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline, or electric heat. Except for temporary periods during construction of the Dwelling and until access to natural gas is available, no heating oil, propane, butane, or other fuel storage tank may be installed or kept on any Property.

3.16 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for address signs and traffic control signs for Roadways placed by the City or temporary signs warning of some immediate danger. In addition, each Owner may display one (1) sign, not more than six (6) square feet in size, advertising their respective property for sale. Notwithstanding the restrictions contained herein, the Declarant may, during the course of development of the Subdivision and the sale of the Lots, place signs in excess of this 6 square foot restriction as necessary to advertise the Lots for sale in the Subdivision, and may similarly erect a sign at the entrance to the Subdivision, advertising the availability of Lots and providing sales information.

3.17 Mailboxes. All mailboxes and mailbox banks shall be of standard design accepted by the Committee, and adhering to the applicable specifications of the United States Postal Service. All mailboxes shall be located as directed by the United States Postal Service.

3.18 Easements. Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities. Any structure, planting, or other material shall be removed or restored by the Lot Owner in the event of exercise of an easement. Any easement

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area shall be maintained continuously by the respective Lot Owner, except for those improvements for which a public or utility company is responsible.

3.19 Service Yards. All clothes lines, service yards, refuse containers, storage yards, and exterior mechanical equipment must be screened or enclosed to the extent practicable, so that they are not visible from the Public View or any other Dwelling located in the Subdivision.

3.20 Maintenance of Lots. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary and attractive condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

3.21 Water Connection. The Property is served by culinary water service, and no Owner shall drill his own well for culinary or irrigation water production.

3.22 Groundwater Protection. No underground storage tanks for fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted.

3.23 Vehicles Restricted to Roadways. No motor vehicle, of any kind, will be operated on the Property within the Subdivision, except on Roadways and driveways.

3.24 Parking and Vehicle Storage. No automobile, trailer, recreational vehicle, boat, or other vehicle may be kept or stored on the Roadways within the Subdivision. Further, no automobiles, trailers, recreational vehicles, boats, or other vehicles may be parked on any driveway or other portion of any Lot unless they are in running condition, properly licensed, and are being regularly used, or they must be stored out of Public View, and not detracting from the overall integrity of the Subdivision.

3.25 No Hunting. The hunting, trapping, and harassment of animals, including wildlife, by any means, is expressly prohibited within the Subdivision.

3.26 Slope and Drainage Control. No Dwelling Unit, structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slop ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all Improvements in them shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. All Lot Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.

3.27 Sewage. The Property is served by a public sewer connection. No outside privy, toilet or outhouse, temporary or permanent, shall be permitted on any Lot (except during construction).

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3.28 No Mining Uses. The Property within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

ARTICLE IV

BUILDING RESTRICTIONS

4. Introduction. These design standards have been prepared with the intention of insuring that the impacts of construction within the Subdivision are minimal, acceptable, and respectful of the rights of other Lot Owners. Suggested clear standard of design will provide direction and guidance to the Owners and their design professionals in the planning and construction of Improvement on each Lot.

4.1 Site Evaluation. Each Lot Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best building approach for that site. Improvements shall be sited to minimize cuts and fills and other site disturbance.

4.2 Number of Dwellings and Size Restrictions. Only one Dwelling may be constructed on any Lot. No other habitable structure, shed, storage building or outbuilding is permitted. Each Dwelling shall have a floor area that is at least 1,400 sq/ft in size, and shall have an attached garage with a minimum capacity of two cars. Each garage shall be fitted with a door(s), which shall be closed, except for normal use.

4.3 Dwelling Setback and Placement. All Dwellings and other Improvements must comply with the City's minimum front, rear and side yard setbacks; provided, however, if a Dwelling is to be placed on two or more Lots owned and used by the same person, the side yard setback may be waived by the Committee.

4.4 Landscape. The front and side yard landscaping (all of the Lot in front of the rear foundation wall) shall be completed for each Lot within eight (8) months after the Certificate of Occupancy is granted on the Dwelling Unit on said Lot. The Owner may use grass, trees, shrubs and other plantings. Planting of trees is encouraged.

4.5 Coal-Fired Fireplaces. Coal-fired fireplaces, stoves and furnaces are not permitted in the Subdivision.

4.6 Antennas. All antennas and satellite dishes must be located and screened to the extent possible from the Public View and adjoining buildings in a manner approved in advance by the Committee.

4.7 Balconies and Decks. Decks can add visual interest and further enrich the design of the Dwelling. Decks should closely relate to the adjoining grade and landscape areas. The area under any deck must either be landscaped or screened so that the Public View is not of the unfinished underside of the deck. The underside of any deck more than four feet above grade

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must either be completely screened with shrubbery, vertical lattice or siding as may be approved by the Committee. All deck railings and their posts and other parts shall be constructed of wood or metal and finished in a color to match or mildly contrast with the finish of the home, as approved by Committee.

4.8 Foundations. All Dwellings shall be set on permanent foundations. No foundation may be exposed for more than eight inches above the finished grade. Foundations that extend above that height must be covered with a siding material approved by the Committee.

4.9 Fencing. With the exception of the existing block wall installed on portions of the Perimeter of the Property, all property (Lot) lines must be fenced within twelve (12) months of the time the Certificate of Occupancy is granted on any Dwelling on any Lot. All fencing shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the Subdivision, shall consist of white vinyl material, to be approved in writing by the Committee prior to being installed.

ARTICLE V

CONSTRUCTION COVENANTS

5. Introduction. In order to minimize the inconvenience to adjoining Owners during any construction activities, the following construction regulations shall be enforced. The Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or other shall be deemed a violation by the Owner for which Owner is liable.

5.1 Confinement of Construction Activity. All construction activity, excavation, and fill shall be confined within each respective Owner's Lot where construction is being performed.

5.2 Portable Office or Trailer. A Builder may bring a portable office or trailer on to a Lot during construction of a Dwelling. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (i) the issuance of a Certificate of Occupancy, (ii) the termination, expiration, or cancellation of the Building Permit, or (iii) the suspension or construction activities for a period of 60 days.

5.3 Construction Debris Removal. The Builder must comply with County ordinances regarding construction debris. The Builder shall collect trash at the end of each work day and shall deposit construction trash, packing material, unusable scraps, and other debris in a suitable container or otherwise protect the debris from the wind. No trash may be burned, buried, or otherwise disposed of on the Property. Concrete trucks may not be cleaned out on the Lot or anywhere within the Subdivision unless clean out areas have been designated by Declarant.

5.4 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or

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other Improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.5 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

5.6 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

5.7 Construction Sign. During periods of actual construction on the Dwelling, the Owner or Builder may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

5.8 Hours of Work. Daily working hours on the site shall be limited to the period beginning at 7:00 a.m. and ending at 8:00 p.m., unless otherwise restricted by County ordinances. The Builder is responsible for controlling noise emanating from the site.

5.9 Removal of Mud. The Builder is responsible for immediately cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

5.10 Construction Access. Construction access to the Dwelling is limited to the Driveway designated on the approved site plan for the Dwelling.

5.11 Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Building Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as reasonably possible after completion of the exterior of the Dwelling, but in no event later than one (1) year following substantial completion of the exterior of the Dwelling.

5.12 Repair of Damage. The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction.

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ARTICLE VI
COMBINATION OF LOTS

6. Right to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining Lots within the Subdivision.

6.1 Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction or Improvements have commenced on the combined Lots.

6.2 Record Notice of Combination. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Iron County Recorder upon the commencement of construction thereon.

ARTICLE VII
OWNER'S MAINTENANCE OBLIGATIONS

7. It is the obligation of each Owner to properly maintain his Lot at all times in order to preserve and enhance the mutual enjoyment of the Subdivision by all Lot Owners as follows:

7.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition.

7.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic will be made without the advance consent of the Committee.

7.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in the Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit.

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No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain un-repaired after 90 days following the occurrence of damage is deemed a nuisance.

ARTICLE VIII
PROPERTY AND USE RIGHTS IN COMMON AREAS

8.1. Designation of Common Areas. Common Areas as shown on the Plat, or any supplements thereto, shall be Common Areas for the purposes of this Declaration.

8.2. Title to Common Areas. Within a reasonable time upon completion of the construction of the Common Areas, title to the real property comprising the Common Areas shall be transferred to the Association.

8.3. Access and Use of Common Areas. Except as otherwise provided for in this Declaration, each Owner shall have an easement of access and use to the Common Areas, with such access and use to be consistent with this Declaration, the Bylaws, and Rules of the Association.

8.4. Owner Easement of Use and Enjoyment. Subject to the provisions of this Article, every Owner and his or her invitee shall have a right and easement of use and enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

8.5. Extent of Owners' Rights. The rights of use and enjoyment in the Common Areas shall be subject to the provisions set forth below and all other provisions of this Declaration.

(a) Easements. In addition to the easements shown on the Plat, the rights of use and enjoyment in the Common Areas shall be subject to the following easements in favor of the Association for the benefit of the Association and all Owners of Lots within the Property over, under and upon the Common Areas.

(i) An easement on all Common Areas for underground installations and maintenance of power, gas, electric, water and other utility and communication lines and services installed by the Declarant or with the approval of the Board of Directors of the Association.

(ii) An easement over all roadways for vehicular access within the Property and to adjacent areas.

(iii) An easement for construction, maintenance, repair and use of Common Areas, including common facilities thereon.

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(b) Use of Common Property.

(i) Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners.

(ii) The Common Areas and any facilities thereon shall be used for the purposes for which the same are reasonably intended, and their use, operation and maintenance shall not be obstructed, damaged or unreasonably interfered with by any Owner.

(iii) Nothing herein shall prevent the placing of a sign or signs upon the Common Areas, identifying Crescent Hills or identifying items of interest, including directional signs, provided that such signs comply with any applicable sign ordinances.

(iv) The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means with or without having to bring legal proceedings.

(c) Alienation or Division of Common Area Property. The Association shall not by act or omission seek to abandon, partition, subdivide, encumber, or create a security interest therein, sell or transfer any real property comprising the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless at least eighty percent (80%) of the voting rights, as held by the Lot Owners, have given their prior written approval.

(d) Easements in Favor of Municipalities and Utilities. Declarant or the Association Board of Directors may (and to the extent required by law, shall) grant or assign easements on all Common Property to municipalities or other utilities performing utility services and to communication companies, and may grant free access over the Common Areas to police, fire and other public officials and to employees of utility companies and communication companies serving the Property.

8.6. Delegation of Use. An Owner may delegate his or her right of enjoyment to the Common Areas to the members of his or her family or contract purchasers who reside on the Property, whose use of the Common Areas shall be subject to this Declaration, the Bylaws, and all rules and regulations adopted hereunder.

8.7. Additional Rights of Declarant. So long as the Declarant owns at least one Lot, Declarant shall have:

(a) An easement over, under and across the Common Areas in order to carry out sales activities necessary for the sale of Lots and for such other purposes as may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights under this Declaration, the Bylaws, or other law.

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(b) An easement of ingress and egress over, in, upon, under and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of Improvements on Property; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot or his or her family, guests, or invitees.

ARTICLE IX
HOME OWNER'S ASSOCIATION

9.1 Organization.

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah. The name of the Association is "Crescent Hills Home Owners Association."

(b) The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they have been drafted to constitute the governing documents of the unincorporated association.


9.2 Membership: Board of Directors.

(a) Each Owner shall be a Member of the Association. The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

(b) The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

9.3 Allocation of Voting Rights. Each Lot shall be allocated one (1) vote in the affairs of the Association. If an Owner owns more than one Lot, such person shall have one (1) vote for each Lot owned. Subject to the period of Declarant Control set forth herein, Declarant shall be entitled to vote as the Owner of any then existing Lots retained by Declarant.

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9.4 Powers, Duties and Obligations. The Association shall have such powers and duties as may be granted to it or imposed by any relevant Utah statute, as may be amended from time to time with such additional powers and duties afforded by this Declaration, the Bylaws, and the Articles of Incorporation. Furthermore, the Association shall have all necessary powers and authority to lawfully administer the common needs of a community association in the State of Utah.

9.5 Adoption of Bylaws, Appointment of Interim Board of Directors. The Association shall adopt Bylaws for the Association and Declarant has appointed an interim Board of Directors of the Association, which directors shall serve until their successors have been elected at the Turnover Meeting as provided in the Bylaws.

ARTICLE X

DECLARANT RIGHTS AND CONTROL

10.1 Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting.


10.2 Turnover Meeting. The Turnover Meeting shall be held within ninety (90) days of the later of three (3) years from the recording of this Declaration or the date the Declarant has conveyed seventy-five percent (75%) of the total number of Lots to be developed. Declarant may elect to relinquish control of the Association at an earlier time by written notice to the Owners and the interim Board of Directors.

10.3 Other Rights. In addition to any other rights under this Declaration, the Bylaws or relevant statute, as long as Declarant owns at least one (1) Lot, Declarant:

(a) Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant, including Declarant's agent(s) and employee(s), and prospective Lot purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) "For Sale" Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Areas.

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ARTICLE XI

MAINTENANCE, SERVICES, CONDEMNATIONS, DAMAGE

11.1 Maintenance, Repair and Replacement of Lots and Improvements.

(a) Association Responsibilities. The Association shall be responsible for:

(i) All maintenance and repair of the Common Areas, and all improvements thereon, unless said maintenance is assigned to a private party pursuant to a lease agreement.

(b) Owners' Responsibilities. Each Owner shall be responsible for:

(ii) All maintenance and repair to a Lot and any improvements thereon.

11.2 Condemnation.

(a) Common Property. In the event that all or any portion of the Common Property is appropriated as the result of condemnation or threat or imminence thereof, the Board of Directors shall have the sole authority, right and duty to represent each of the Owners for the purpose of negotiating and contesting, if it deems so doing to be necessary or appropriate, any condemnation award offer by the condemning authority in question and may authorize expenditures and assessment to retain counsel or other experts for such purposes.

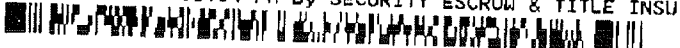
11.3 Damage Due to Act or Neglect of Owner.

(a) In the event that maintenance or repair of a Lot is necessitated by the willful neglect or negligent acts of the family, guests or invitees of the Owner, the Board may assess the Owner for the cost of such maintenance or repair as a special assessment which shall be added to and become part of the regular annual assessment to which such Lot and Owner are subject.

(b) If, due to the act or neglect of an Owner, or a member of such Owner's family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Property or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent not fully covered by the Association's insurance. Such amount shall be an Assessment against the Lot and the Owner who caused or is responsible for such damage and shall be collected as an assessment.

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ARTICLE XII

INSURANCE

12.1 Types of Insurance Maintained by the Association. The Association shall obtain, and at all times relevant, maintain the following types of insurance:

(a) Insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) A public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Subdivision, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) Worker's Compensation insurance, if and to the extent required by law; and Fidelity bond or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.


12.2 Premiums for Insurance Maintained by Association. Premiums for all insurance and bonds required to be carried or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third-party manager shall not be an expense of the Association.

12.3 Damage and Destruction of Common Area.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on any Common Area, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed in a timely manner, unless, within 90 days of said destruction occurring, at least seventy-five percent (75%) of the Owners vote to not repair or reconstruct the damaged Common Area(s).

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(c) If, in accordance with Subsection (b) of this section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Area(s) shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

12.4 Repair and Reconstruction of Common Area. If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners in order to cover the deficiency in the manner provided in Article XIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

12.5 Hazard Insurance on Improved Lots. Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

12.6 Obligation of Lot Owners to Repair and Restore.

(a) In the event of any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Control Committee; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Committee and shall obtain the Committee's approval prior to commencing the repair, restoration or replacement.

(b) If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obliged to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefore from the Association, the Association may establish a lien therefore upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

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ARTICLE XIII

BUDGET, EXPENSES AND ASSESSMENTS

13.1 Covenant for Assessment.

(a) The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- (i) Annual assessments (the "Annual Assessment");
- (ii) Special assessments ("Special Assessments");
- (iii) Emergency assessments ("Emergency Assessments");
- (iv) Individual assessments ("Individual Assessments");

(b) Assessments shall be established and collected as provided in this Article.

(c) No Member may exempt itself from liability for Assessments by abandonment of any Lot owned by such member or by the abandonment of the Member's right to the use and enjoyment of the Common Areas.

13.2 Annual Budget and Assessment.

(a) Adoption of Budget.

(i) The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(ii) If additional Lots are annexed to the Property as provided in Article XVI below, the Board of Directors may prepare a new budget reflecting the additional Lots and re-computed any previous assessment covering any period after the closing of the first lot in the new phase.

(b) Determination of Annual Assessment.

(i) The Board of Directors of the Association shall fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all Members of the Association at least thirty (30) days in advance of the beginning of any assessment period.

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(ii) The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is determined.

13.3 Apportionment of Assessments.

(a) Annual, Special and Emergency Assessments. All Lots shall pay a pro-rata share of the Annual Assessment, Special Assessments and Emergency Assessments commencing upon the date the Lots are made subject to this Declaration. The pro-rata share shall be based upon the total amount of each such assessment divided by the total number of Lots.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefited or to which the expenses are attributable as provided in Section 13.11 below.

(c) Payment of Assessments. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis rather than on the monthly basis. Any Member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

(d) Deferral of Payment of Assessment for Reserves. After the date a Use and Occupancy Permit is issued by the proper local City authorities for any Lot owned by Declarant or a Builder, the Declarant or Builder may elect to defer payment to the Association of that portion of the Annual Assessment or Emergency Assessment attributable to reserves or any Individual Assessment for the particular Lot until the closing of the sale of the Lot as provided in Section 13.9(c) below.

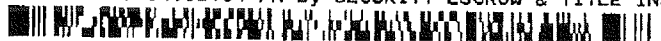
13.4 Lien. The Annual Assessment and all other Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article 13 and shall be construed as a real covenant running with the real property comprising said Lot(s).

13.5 Personal Obligation and Costs of Collection.

(a) Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board of Directors, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.

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(b) The personal obligation for any delinquent Assessment, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

13.6 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Crescent Hills Subdivision and paying all expenses related thereto, including but not limited to:

(a) The improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas;

(b) The payment of any taxes on the Common Areas (except to the extent that proportionate shares of the public charges and assessments on the Common Areas may be levied against all Lots by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots);

(c) The payment of insurance premiums on the Common Areas;

(d) The costs of repair, replacement and additions to the Common Areas and improvements thereon;

(e) The costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the Members of the Association;

(f) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws;

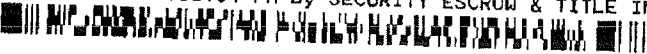
(g) The cost of maintenance, insurance and replacement of any playground equipment, trails, or lighting;

(h) Unless otherwise dedicated to the local jurisdiction, the cost of maintaining, insuring and replacing the roads, parks, sidewalks of the Association;

(i) The cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements in accordance with Section 13.16 below; and

(j) Any other items properly chargeable as an expense of the Association.

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13.7 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto; provided that such assessment shall first be approved by sixty-seven percent (67%) of the votes of the Members of the Association other than the Declarant, voting in person or by proxy at a meeting duly called for such purpose and the written consent of Declarant until the Turnover Meeting, and thereafter as long as Declarant owns at least one Lot.

13.8 Notice and Quorum for any Action Authorized Under Section 13.7 and 13.10.

(a) Written notice of any meetings of Members of the Association called for the purpose of taking any action authorized under Sections 13.7 and 13.10 of this article shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of Members or of proxies, entitled to cast sixty seven percent (67%) of all of the votes of Members, other than the Declarant, entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum.

(b) If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be fifty percent (50%) of all the votes of the Members at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

13.9 Commencement and Due Date of Assessments.

(a) Commencement of Assessments. All Lots subject to this Declaration shall be subject to assessment as provided in Section 13.1 above.

(i) Subject to Subsection (c) of this section, the full Annual Assessment or Emergency Assessment as to any Lot shall commence on the earlier of:

(A) The date the Lot is conveyed to any person or entity other than the Declarant or a Builder; or

(B) For so long as the Declarant shall own a Lot in Crescent Hills Subdivision, the Annual Assessment or Emergency Assessment as to any Lot owned by the Declarant or a Builder shall be as specified in Section 13.3(d) above.

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(b) Due Dates.

(i) The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by resolution of the Board of Directors, and shall be delinquent if not paid within thirty (30) days after the due date.

(ii) The due date of any Special Assessment, Emergency Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

(c) Commencement of Assessment for Replacement Reserves.

(i) The portion of the Annual or Individual Assessments allocated for major maintenance and replacement reserves as described in Section 13.16 below shall commence to accrue upon the closing of the sale of the first Lot in the Crescent Hills Subdivision for which the reserve is established.

(ii) After a Use and Occupancy Permit has been issued by the proper local authorities for any Lot owned by the Declarant, the Declarant may elect to defer payment to the Association of that portion of the Annual Assessment or any Emergency Assessment attributable to reserves or any Individual Assessment for the particular Lot until the closing of the sale of the Lot. However, the Declarant may not defer payment of accrued assessments for reserves beyond the Turnover Meeting, or if the Turnover Meeting has not been held, the date the Owners assume administrative control of the Association. The deferral shall not apply to the obligation of the Declarant to pay regular operating expense assessments under Section 13.3 above.

(iii) Declarant shall deposit the balance due the Association within thirty (30) days after the date due specified in Section 13.9(c)(2) herein above.

13.10 Emergency Assessments.

(a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year would exceed an amount equal to five percent (5%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by not less than a majority of the members other than the Declarant voting in person or by proxy, at a meeting duly called for such purpose and the written consent of Declarant until the Turnover Meeting and thereafter as long as Declarant owns at least one Lot.

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13.11 Individual Assessments.

(a) Any expenses benefitting or attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefitted ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

(i) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association.

(ii) Any reasonable services provided to an unimproved or vacant Lot by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and the Association in general.

13.12 Nonpayment of Assessments. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof (which shall be established by resolution of the Board of Directors):

(a) Shall be delinquent and shall bear interest from the date of delinquency at the rate, established by resolution of the Board of Directors, not to exceed maximum rate permitted by law, and

(b) Shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater; and

(c) If paid by installments, may, in the discretion of the Board, be accelerated (including interest as provided for above) and the entire balance declared due and payable upon not less than ten (10) days' written notice to the Owner.

13.13 Subordination of Lien to Mortgages.

(a) The lien of the Assessment provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as provided in subsection (b) of this section.

(b) The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, nor from the lien of any future assessment.

13.14 Enforcement of Lien. The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is

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made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration, the Bylaws or any rules and regulations of the Association.

13.15 Exempt Property. The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah shall be exempt from the assessments created under this Declaration.

13.16 Reserves Funds.

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Area by the allocation and payment monthly to such reserve fund of in an amount to be designated from time to time by the Board of Directors. The fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United State of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United State of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate.

(c) The proportional interest of any member of the Association in any reserve fund established under this section shall be considered an appurtenance of such Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with the Lot.

13.17 Initial Capital Contribution. At settlement for each Lot, an amount equal to two (2) months of the current monthly Assessment amount for that type of Lot shall be paid from each prospective Member of the Association (other than the Declarant), for the purpose of start-up expenses and operating contingencies. Such amount shall be in addition to any pro-rata share of Assessments due and adjusted at settlement

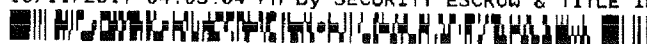
13.18 Annexation of Additional Property.

(a) When Additional Properties are annexed to the Property as provided in Article XVI, the Lots shall become subject to assessment from the date of the annexation. Subject to Section 13.3, all newly annexed Lots shall pay Assessments in the amount then being paid by other Lots.

(b) The Board of Directors, at its option, may elect to re-compute the budget based upon the additional Lots subject to assessment and re-compute Annual Assessments of all Lots, including the new Lots, for the balance of the fiscal year.

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13.19 Certificate of Assessment. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments have been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, determined by resolution of the Board, may be levied in advance by the Association for each certificate so delivered.

ARTICLE XIV

ARCHITECTURAL CONTROL COMMITTEE (ACC)

14. Introduction. It is the intention and the purpose of this Declaration to impose certain architectural design standards of type and nature that result in Dwellings and Improvements that are compatible with the area landscape, and to ensure that the highest quality building standards will be preserved, and that the Property will, at all times, be kept free and clear of any rubbish, trash, noxious or offensive activity, and that all Owners may be assured of peaceful enjoyment of their respective Lots.

To accomplish this goal, the Declarant hereby establishes the Architectural Control Committee, which is empowered to oversee and enforce the architectural design standards and other covenants, conditions, and restrictions as set forth in this Declaration.

14.1 Architectural Committee Created. The initial Architectural Control Committee shall be comprised of three people appointed by the Declarant, who are not required to be Owners. After the Turnover Meeting, or at an earlier date if the Declarant so chooses, all three members of the Committee shall be appointed by the Association Board of Directors, for a three (3) year term; provided however, at the first such appointment of members of the Committee, one (1) member thereof shall be appointed for a term of three (3) years, and one (1) member shall be appointed for a term of (2) years, and one (1) member shall be appointed for a term of one (1) year.

14.2 Approval by Committee. No Improvements of any kind, including without limitation, the construction of any Dwelling Unit, addition, garage, out building, parking area, driveway, walkway, or other hard surfaced area, swimming pool, fence, wall, curb, pole, landscaping, satellite dish or antenna, solar panel, or other permanent structure may be constructed, installed, maintained, or allowed to stand or remain in the Subdivision without the prior written consent and approval of the Committee. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any Improvement must be submitted to the Committee for review prior to the time that construction of any kind is begun. It is recommended that preliminary plans be submitted to the Committee for review before the expense of final construction drawings is incurred. Plans submitted must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and all other structures or Improvements to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks, and other exterior elements;

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a list of exterior siding and roofing materials to be used and/or a sample of each, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks, and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring said impacted areas. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.

(b) Review Fee. The applicant will pay a review fee to the Committee of \$50.00 for each new Dwelling, and \$50.00 for each addition or remodel. The Committee may use the proceeds to pay for its expenses in reviewing construction plans and giving notice of its meetings.

(c) Review. The approval of building plans and specifications shall not be unreasonably withheld by the Committee. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of assuring that any proposed construction or Improvement of any kind is consistent with the use contemplated by the restrictive covenants, conditions and restrictions contained herein, and that the plans and specifications are in all particulars consistent with applicable laws and ordinances.

Within 15 days after receipt of a complete submission, the Committee will review the plans submitted and make an initial determination as to whether or not the plans comply with the conditions imposed by this Declaration. If they do not comply with the conditions imposed by this Declaration, the plans will be rejected. If the plans are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. The Committee will review preliminary plans submitted, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which will be retained by the Committee. Any construction that is not in strict compliance with the approved plans is strictly prohibited.

(d) Majority Action. A majority of the members of the Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting with the remaining member(s) of the Committee.

(e) Written Record. All decisions rendered by the Committee shall be by written instrument, setting forth the action taken by the members consenting thereto. The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five (5) years.

(f) Failure to Act. If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, Committee approval shall not be required and the submission shall be deemed to have been approved and in all ways, in full compliance with this section.

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14.3 Variances. Variances to the architectural design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee and City/County approval, if applicable.

14.4 Extraordinary Costs. Whenever it deems appropriate, the Committee, upon unanimous vote, may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the respective applicant whose plans are to be reviewed by said architect or engineer. No architect or engineer will be hired if the professional advice sought by the Committee can be obtained from the applicant's architect or engineer, as the case may be. Further, no architect or engineer will be hired without advance notice to the applicant of the intention to hire a review architect or engineer, including the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant.

14.5 General Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the architectural design standards of the Declaration. These standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed subdivision.

14.6 Declarant and Committee Not Liable. The Declarant and the Committee and its members shall not be liable, in any way, to the applicant or to any Owner of any Lot within the Subdivision for any damages for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review, including any action of the Committee resulting from the Owner's noncompliance. In the absence of bad faith or malicious actions, the Owners shall have no claim for personal liability against the Declarant or any member of the Committee as a result of the performance or failure to perform the duties created by this Declaration. The Board of Directors and each Owner have the right to enforce this Declaration against any another Owner, and may seek independent redress, at law or equity, against any other person or persons violating or threatening to violate the covenants, conditions or restrictions including in this Declaration, and shall be entitled to recover any damages suffered by them as a result of any such violations. In the event that any enforcement action is necessary, the person(s) or entity seeking enforcement shall be entitled to enjoin the violation of these covenants and to recover any and all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these restrictive covenants shall be entitled to recover all other costs, reasonable attorney's fees and expenses incurred in the enforcement action.

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In spite of the foregoing provisions, the Committee shall have no affirmative obligation to be certain that all elements of any design comply with the restrictions contained in this Declaration, and no member of the Committee shall have any liability, responsibility or obligation, whatsoever for any decision or lack thereof, in carrying out duties as a member of such Committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all the terms of this Declaration, and compliance with all applicable laws and municipal ordinances, shall rest with the Owner of each respective Lot, as applicable. Each Owner expressly agrees to save, defend and hold harmless the Committee and each member thereof, on account of any activities of the Committee relating to such Owner's Lot or Dwelling, or any Improvements thereto.

14.7 Limitations on Review. The Committee's review is limited to those matters expressly described in the Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to the time construction is begun.

14.8 Approval to Proceed. The Committee shall promptly issue a Certificate of Approval to the Owner once the plans have been approved as provided herein above.

14.9 Effective Period of Consent. The Committee's approval of any proposal shall automatically be revoked ninety (90) days after issuance if construction or other work relating to the proposal has not commenced by that time and if the Owner has not applied for and received an extension of time from the Committee.

14.10 Determination and Notice of Compliance.

(a) Inspection. The Committee may, from time to time, inspect all work performed and determine whether it is in substantial compliance with the approval granted.

(b) Notice of Noncompliance. If the Committee finds that the work was not performed in substantial compliance and conformation with the approval granted, or that the appropriate Committee approval was not obtained, the Committee shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date the Committee determines reasonable.

14.11 Noncompliance.

(a) Notice of Hearing. If, after receipt of a notice of compliance the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, at the expiration of the third (3rd) date from the date of such receipt of notice, the Committee shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not less than seven (7) or more than thirty (30) days from receipt of the notice of noncompliance.



(b) Hearing. At the hearing, if the Committee finds that there is no valid reason for the continuing noncompliance, the Committee shall determine the estimated costs of correcting it and may fine the Owner for such noncompliance. After such determination, the Committee shall require the Owner to remedy or remove the same within a period the Committee determines reasonable.

(c) Continued Noncompliance. If the Owner does not comply with the Committee's ruling within the specified period or within any extension of such period as the Committee, at its discretion, may grant, the Committee may either remove the non-complying improvement or otherwise remedy the noncompliance. The costs associated with any such action shall be assessed against the Owner.

14.12 Appeal. Any owner adversely impacted by action of the Committee may appeal such action to the Association Board of Directors. Appeals should be made in writing within ten (10) days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors within twenty (20) days after receipt of such appeal. The determination of the Board of Directors shall be final.

ARTICLE XV

COMPLIANCE AND ENFORCEMENT

15.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

(a) To enter the Lot upon which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions. In so doing, the members of the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Directors a copy of which has been delivered to each Owner, mailed to the mailing address of Lot or mailed to the mailing address designated by the Owner in writing to the Association;

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(d) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto.

15.2 Remedies. Violation of any provisions of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto, or of any decision of the Association made pursuant to such documents, shall give the Board of Directors (or the Committee as the case may be) acting on behalf of the Association, the right, in addition to any other rights set forth above or in any other provision of this Declaration, the Bylaws or under law, to do any or all of the following after giving notice and an opportunity to be heard:

15.3 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

15.4 Notification of First Mortgagee. The Board of Directors or Committee shall notify in writing any first mortgagee of any individual Lot, upon any default in performance of the terms of this Declaration by any Lot Owner which is not cured within sixty (60) days, provided such mortgagee has requested in writing to be so notified.

ARTICLE XVI

EXPANSION & FUTURE PHASES

16. Any real property may be annexed to and become subject to this Declaration by the method set forth hereinafter in this Article XVI, as follows:

16.1 Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration without the approval, assent or vote of the Owners providing and on the condition that a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter a "Supplementary Declaration") covering said additional real property described shall be executed and recorded by Declarant, the owner of said real property, or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

16.2 No Limitation on Number of Lots. There is no limitation on the number of Lots or Dwelling Units which Declarant may create or annex to the Property or the number of phases by which Additional Property may be annexed to the Property, except as may be established by applicable local ordinances. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by local ordinance.

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16.3 Supplementary Declarations. The additions authorized under the foregoing Section 16.1 of this Article XVI shall be made by filing of record a Supplementary Declaration, or similar instrument with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration.

ARTICLE XVII

AMENDMENT AND DURATION

17.1 Amendments.

(a) How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment.

(b) Approval Required. Except as otherwise provided in Subsections (c), (d), and (e) of this section or by other provisions of this Declaration, this Declaration may be amended if such amendment is approved by Owners holding sixty-seven percent (67%) of the voting rights of Members the Association. Notwithstanding the foregoing, however, for so long as the Declarant owns a single Lot in the Property or any of the Additional Property, any and all amendments proposed pursuant to this Section must first receive the approval of the Declarant. Failure to receive such approval shall make the amendment null and void.

(c) Additional Approval Requirements.

(1) No amendment may create, limit or diminish any special declarant rights, change the boundary of any Lot or uses to which any Lot or Dwelling is restricted, change the method of determining liability for common expenses or right to common profit, or voting rights of any Lot unless the Owners of the affected Lots unanimously consent to the amendment.

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(d) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration and recorded in the Recorder's Office of Iron County, Utah.

(e) Corrections and Regulatory Amendments. Notwithstanding the provisions of Subsections (b) and (c) of this section and any other provision of this Declaration, and in addition to all other special rights of the Declarant provided in this Declaration and the Bylaws, Declarant shall have the unilateral right (without the approval of any Owner, Mortgagee or the Association, to amend this Declaration in order to:

(1) Correct obvious typographical, mathematical or similar errors.

(2) Comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Utah, Iron County, or any corporation wholly owned, directly or indirectly, by the United States, the State of Utah, Iron County which insures, guarantees or provides financing for a community such as Crescent Hills Subdivision Home Owners Association or Lots in such a community.

17.2 Duration. This Declaration shall perpetually run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof. This Declaration may be terminated upon approval by the vote or written consent of not less than one hundred percent (100%) of all Lot Owners. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in office of the Recorder of Iron County, Utah.


ARTICLE XVIII

GENERAL PROVISIONS

18 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

18.1 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

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18.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner or the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorney's fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

18.3 Severability. Each of the covenants, conditions, and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants, conditions, and restrictions shall remain in full force and effect.

18.4 Limited Liability. Neither the Declarant, or the Committee or its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such action or inactions are the result of the good faith exercise of their judgment or authority under these covenants, and without malice.

18.5 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

18.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same matter and to the same extent as if the failure had been committed by the Owner.

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18.7 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

18.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

18.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

18.10 Failure to Enforce Not a Waiver. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

18.11 Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

18.12 Effective Date. This Declaration shall take effect upon its being filed for record in the office of the County Recorder of Iron County.

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Signature Page to Follow

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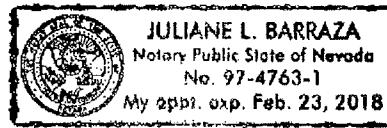
Executed on this 29th day of September, 2017.

ONADO INVESTMENTS, LLC.
A Nevada Limited Liability Company

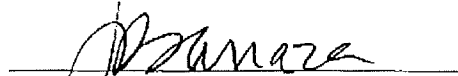


By: Kevin R. Booth
Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



IN WITNESS WHEREOF, the foregoing instrument was acknowledged and signed before me on this 29 day of September, 2017, by Kevin R. Booth, as the Manager of Onado Investments, LLC, a Nevada limited liability company.


Notary Public

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EXHIBIT "A"

Legal Description

All of Lots 1 through 60, CRESCENT HILLS SUBDIVISION, PHASE 1, according to the Official Plat thereof, on file and of record in the Office of the Iron County Recorder, State of Utah.

APN: B-1999-0001-0000 through B-1999-0060-0000

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B: 1390 P: 1609 Fee \$63.00
Debbie B. Johnson, Iron County Recorder Page 1 of 1
10/11/2017 04:09:04 PM By SECURITY ESCROW & TITLE INSU

MORTGAGEE OR LENDER'S CONSENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESCENT HILLS SUBDIVISION

(Iron County, Utah)

Onado Investments, LLC
5620 Stephanie St.
Las Vegas, NV 89122

Onado Investments, LLC, being a mortgagee or other security interest holder of record, or the assignee or successor thereof, for Lots 1-37, 39, 40, 41-47, 49, 50, and 55-60 within the Crescent Hills Subdivision, located in Iron County, State of Utah, hereby:

(CHECK ONE) *B-1999-1 thru B-1999-37*
B-1999-39 thru B-1999-47
 DOES *B-1999-49, B-1999-50*
B-1999-55 thru B-1999-60

DOES NOT

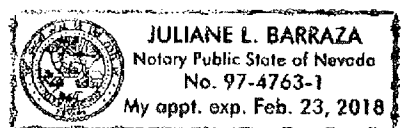
approve and consent to the terms and conditions of, and the recording of the signed Declaration of Covenants, Conditions and Restrictions for Crescent Hills Subdivision, dated September 29, 2017, a copy of which was provided to me on October 6, 2017.

DATED this 9th day of October, 2017.

ONADO INVESTMENTS, LLC

[Signature]
By: Kevin Booth
Its: Manager

STATE OF NEVADA)
)
:SS.
)
COUNTY OF CLARK)



On this 9 day of October, 2017, personally appeared before me Kevin R. Booth, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the duly authorized representative or agent of Onado Investments, LLC, and that he executed the foregoing Consent on behalf of said company by authority of a resolution of its governing body, and he acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

[Signature]
Notary Public

DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Crescent Hills Subdivision—Phase 2

B-1176 * 82245

Onado Investments LLC (hereinafter the “Declarant”), under that certain Declaration of Covenants, Conditions, and Restrictions of Crescent Hills Subdivision, recorded on October 11, 2017 as Document No. 00704425 in Book 1390, Pages 1565-1608 of Official Iron County Records (hereinafter the “Declaration”), hereby exercises its rights and privileges under the same Declaration, as follows:

RECITALS

WHEREAS, pursuant to Article XVI, Section 16.1, Declarant reserves the right to annex Additional Property, as defined in the Declaration, to become subject to covenants, conditions and restrictions provided within the Declaration; and

WHEREAS, the Annexed Property, as defined below, meets the parameters of the Declaration expansion rights; and

WHEREAS, Declarant wishes to expand the Property, as defined in the Declaration, by annexing the Annexed Property.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration Declarant states as follows:

1. Declarant hereby expands the Property and annexes that certain real property located in the City of Cedar City, County of Iron, State of Utah, which includes Lots (total of 66 additional lots), and as further described on *Exhibit “A”* (hereinafter the “Annexed Property”).
2. All lot owners in the new phase described above will be subject to all rights, powers, privileges, covenants, restrictions, easements, charges, and liens as set forth in the Declaration. The annexed land is to be held, sold, conveyed, encumbered, leased, occupied, and improved as part of the Property (as defined in the Declaration), subject to the Declaration.
3. Due to the sensitive nature of the topography and/or location, or other features, Declarant reserves unto itself or its assigns, the right to architectural approval of any building or landscape plans that may be purposed for such lots. Said right to

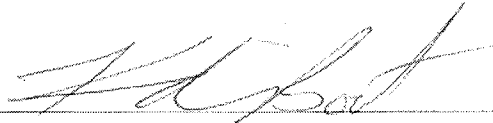
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architectural approval of any building or landscape plans may be withheld by Declarant if in the opinion of Declarant or his architect the proposed plans would be detrimental to the project in any material way. The decision of the Declarant in this regard shall be final.

4. Declarant continues to reserve all rights to expand, and such other rights as are conferred in the Declaration. Except as is modified by this document all other terms of the Declaration are fully applicable to Phase 2.

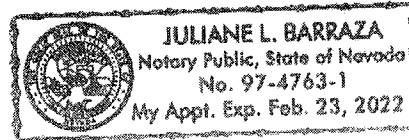
Dated this 28th day of November, 2018.

Onado Investments LLC
A Nevada limited liability company

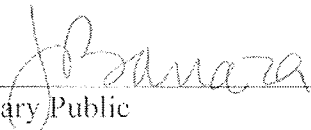


By: Kevin R. Booth
Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



On the 28 day of November, 2018, personally appeared before me Kevin R. Booth, Manager of Onado Investments LLC, a Nevada limited liability company, the signor of the foregoing document, who acknowledged to me that he executed the same, pursuant to that authority expressly granted to him in the Operating Agreement of Onado Investments LLC.


Notary Public

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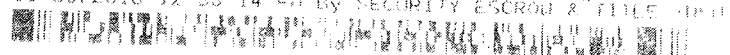


EXHIBIT "A"

Legal Description of the Annexed Property

BEGINNING AT A POINT N89°52'26"E, 564.94 FEET ALONG THE SECTION LINE AND N00°00'00"E, 33.00 FEET FROM SW CORNER OF SECTION 9, T36S, R11W, SLB&M, THENCE ALONG THE EAST BOUNDARY OF CRESCENT HILLS SUBDIVISION PHASE 1 THE FOLLOWING 5 COURSES; THENCE N00°06'10"W, 145.00 FEET; THENCE S89°52'26"W, 15.00 FEET; THENCE N00°06'10"W, 1043.11 FEET; THENCE S89°51'09"W, 30.09 FEET; THENCE N00°06'10"W, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE N89°51'09"E, 540.00 FEET; THENCE S00°06'10"E, 106.80 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 01°20'20" (RADIUS POINT BEARS S09°06'11"W); THENCE ALONG THE ARC OF SAID CURVE 12.21 FEET; THENCE S79°33'29"E, 8.44 FEET; THENCE S10°26'31"W, 45.00 FEET; THENCE S00°06'10"E, 493.81 FEET; THENCE S05°27'02"W, 331.37 FEET; THENCE S00°07'34"E, 165.00 FEET; THENCE N89°52'26"E, 10.98 FEET; THENCE S00°07'34"E, 145.00 FEET; THENCE S89°52'26"W, 486.04 FEET TO THE POINT OF BEGINNING.

Now Known as Lots 1 – 62 of Crescent Hills Subdivision, Phase 2, according to the Official Plat of record in the Office of the Iron County Recorder's Office, State of Utah.

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