

Amended Restrictive Covenants Page 1 of 81
Gary Christensen Washington County Recorder
01/23/2024 10:31:05 AM Fee \$40.00 By JENKINS
BAGLEY SPERRY, PLLC

Recorded at the request of:
Rio de Sión Homeowners Association, Inc.

**Record against the Property
Described in Exhibit A**

After recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: James M. Elegante
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**RERECORDED
AMENDED AND RESTATED DECLARATION OF
CONDITIONS, EASEMENTS, AND PROTECTIVE COVENANTS
OF
RIO DE SIÓN™**

Prepared by:



Attn: James M. Elegante
285 W. Tabernacle, Ste. 301
St. George, UT 84770

This Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión is being rerecorded to correct the order of pages and to attach Exhibit B, which was inadvertently omitted from the prior recordings of this document, pursuant to Utah Code § 57-3-106(8).

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, AND PROTECTIVE COVENANTS
OF
RIO DE SIÓN™**

This Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión was approved by an instrument signed by no less than seventy-five percent (75%) of the votes of the Members, provided that all signatures were notarized and obtained within a one hundred eighty (180) day period, pursuant to Article 12, Section 12.2 of the Original Declaration (defined below), and Utah Code § 57-8a-104, and amends and restates in its entirety and substitutes for the following:

- Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on August 11, 2006, as Document No. 20060036345 (“Original Declaration”);
- Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on October 18, 2006, as Document No. 20060048467;
- Amendment No. 2 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on January 23, 2007, as Document No. 20070003751;
- Amendment No. 3 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on March 19, 2007, as Document No. 20070013738;
- Amendment No. 4 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on January 6, 2021, as Document No. 20210001104;
- Amendment No. 5 to Declaration of Covenants, Conditions, Easements and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on January 22, 2021, as Document No. 20210004800;
- Amended and Restated Declaration of Conditions, Easements, and Protective Covenants of Rio de Sión, recorded with the Washington County Recorder on November 14, 2023, as Document No. 20230034322;
- Rerecorded Amended and Restated Declaration of Conditions, Easements, and Protective Covenants of Rio De Sión, recorded with the Washington County Recorder on January 11, 2024, as Document No. 20240001145; and

- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for Rio de Sión whether or not recorded with the Washington County Recorder.

The Community Association Act, Utah Code § 57-8a-101 et. seq. (the “Act”), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and this Declaration—provided by law or in equity—are cumulative and not mutually exclusive.

RECITALS

A. Declarant owned the following described property (the “Property”) located in Washington County, State of Utah, to-wit:

SEE LEGAL DESCRIPTION ATTACHED TO THIS DECLARATION AS EXHIBIT A AND INCORPORATED INTO THIS DECLARATION BY THIS REFERENCE.

B. The Declarant subdivided the Property and developed on the Property a branded southwest rustic style residential community. Declarant developed the community with improvements consistent with the special aspects of the natural setting. The Original Declaration established a comprehensive plan designed to enhance the quality of all future planning, architecture, development, and land use at Rio de Sión and created predictability in terms of future development. The intent of the Original Declaration was to create a developmental culture of high quality. Its purpose was to preserve, continue, and maintain the character of the community which is Rio de Sión and its special landscape and environment. It was, therefore, the objective of the Original Declaration to institutionalize a procedure for the accomplishment of these mutually shared goals for the benefit of the community as a whole. This Declaration restates the intent, purpose, and objective of the Original Declaration.

C. All Owners of Lots at Rio de Sión benefit from this Declaration. Tangible, particularized benefits include the increased desirability of Property subject to high planning and construction standards and the assurances and predictability that arise from a comprehensive plan of development of high quality. Each Owner, in the use and enjoyment of such Owner’s Lot, realizes these benefits.

D. This Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión is being rerecorded to correct the order of pages and to attach Exhibit B, which was inadvertently omitted from the prior recordings of this document, pursuant to Utah Code § 57-3-106(8). Because the Amended and Restated Declaration was already voted on and approved by the Members and this rerecording corrects only clerical errors and no substantive changes were made, no further Member vote is needed, and this Amended and Restated Declaration is approved by the Board as the official Declaration for rerecording in the records of the Washington County Recorder.

In addition, there are intangible benefits which accrue to each Owner and to the public at large in that the development plan seeks to preserve and protect the rare quality of the landscape and the environment of Rio de Sión. All parties benefit directly and indirectly from this Declaration and from its plan for orderly, planned, and controlled development.

All Owners benefit not only from the development which will be permitted in accordance with the standards and requirements which are part of this Declaration, but they also benefit from that which will not be permitted. Each Owner agrees that the restrictions set forth in this Declaration exist to preserve and protect the common good and the overall character and image of the Rio de Sión community and its development plan. Accordingly, this Declaration specifically empowers the ACC, as defined in Section 5.1, to approve and to disapprove proposals using both subjective and objective factors as appropriate in order to achieve the goals of this Declaration and the resulting mutually enjoyed benefits.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant established and the Association restates the following covenants, conditions, easements, and protective covenants.

ARTICLE 1 - DEFINITIONS

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply. As used in this Declaration, the following capitalized terms shall have the meanings set forth:

- 1.1. "Additional Amenities" is defined in Section 11.2.
- 1.2. "Assessment" means the charges assessed with respect to each Lot and Owner pursuant to Article 10.
- 1.3. "Architectural Control Committee" or "ACC" is defined in Section 5.1.
- 1.4. "Architectural Design Guidelines" is defined in Section 7.1.
- 1.5. "Association" means Rio de Sión Owners Association, Inc., a Utah nonprofit corporation, its successors and assigns.
- 1.6. "Board of Directors" or "Board" means the governing body of the Association, which shall be constituted in the manner set forth in Section 10.2.
- 1.7. "Budget" means a budget for the operation of the Association and the maintenance and repair of the Common Area to be promulgated in accordance with Section 10.6.
- 1.8. "Common Area" means that portion of the Property shown on the Plats as common areas including, without limitation, common area around the Virgin River, landscaping along Los Entrada Drive, the entry features constructed on the Property and any fencing around the perimeter

of the Property. Common Area is dedicated to the common use and enjoyment of the Owners in accordance with the terms and conditions set forth in this Declaration and shall be owned by the Association.

1.9. “Declarant” means Riverwood Hollow, LLC (references herein to the Declarant are for historical purposes and context).

1.10. “Declaration” means this instrument and any amendments as may be made from time to time pursuant to Section 12.2.

1.11. “Easement Areas” means the area along the boundaries of each Lot, as indicated on the Plats, which is subject to the easements pursuant to Section 2.2, for installation, operation, and maintenance of utilities and drainage lines, pipes, and similar facilities.

1.12. “Family” means, with respect to a designated Owner or Resident, a natural Person who is a spouse or domestic partner, a parent, or a child (natural or adopted) of such Owner or Resident.

1.13. “Fence and Trail Easement” means an easement approximately fifteen (15) feet wide along the rear of Lots 6, 7, 9, and 10 for a walking trail and fence/wall, together with the right of ingress and egress by maintenance vehicles and personnel solely employed or contracted with the Association for the inspection, maintenance, repair, and ground/refuse clearing of the Common Area (Open Space) as delineated on the Plats. The Fence and Trail Easement shall include an additional fifteen (15) foot wide temporary construction easement abutting the Fence and Trail Easement for the inspection, maintenance, repair, and reconstruction of the same.

1.14. “Final Approval” is defined in Section 5.5.

1.15. “Governing Documents” means the Articles, Declaration, Plat, Bylaws, Rules, design criteria, and any other written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the Property, and any amendments to these documents.

1.16. “Governmental Authorities” means all governmental or quasi-governmental units, commissions, councils, boards, agencies, districts, staffs, or similar bodies.

1.17. “Governmental Requirements” means all statutes, ordinances, regulations, rules, requirements, policy statements, regulations, similar pronouncements, and laws established by Governmental Authorities.

1.18. “Home” means a detached single-family dwelling or structure designed and used for occupancy by a single-family and located on a Lot.

1.19. “Lot” means a separately numbered and individually described tract of land shown and labeled on the Plat as a Lot.

1.20. "Member" means any Person who holds membership in the Association. As set forth in Article 9, every Owner is a Member.

1.21. "Members" means the aggregate of all of the Persons who are a Member.

1.22. "Mortgage" means a mortgage, deed of trust, or other security agreement which constitutes a lien against a Lot and which secures the obligation to repay a loan or advance.

1.23. "Mortgagee" means a mortgagee, beneficiary, secured party, or other Person whose loan or advance is secured by a Mortgage.

1.24. "Owner" means the entity, Person, or group of Persons owning fee simple title to any Lot. Regardless of the number of Persons participating in ownership of each Lot, the group of those Persons shall be treated as one (1) "Owner." Notwithstanding any interpretation of law, "Owner" shall not include a Mortgagee unless and until such Mortgagee acquires fee simple title to the Lot at a foreclosure sale, trustee's sale, or by deed-in-lieu of foreclosure.

1.25. "Person" means a natural person or a legal entity.

1.26. "Pioneer Home Museum" means a historic rock structure with historic significance located in the Common Area of the Property and maintained by the Association.

1.27. "Plats" means the subdivision plat recorded with the Washington County Recorder's Office titled "Rio de Sion Subdivision," "Rio de Sion Subdivision Phase 2," and "Rio de Sion Subdivision Phase 3," or any replacements thereof, or additions thereto.

1.28. "Property" means that certain real property described on Exhibit A and such additional property as may hereafter be subjected to this Declaration pursuant to Section 12.3.

1.29. "Resident" means a Person who occupies a Home on a long-term basis who is not an Owner. Typically, a Resident will be a tenant of an Owner.

1.30. "Roads" means all streets and rights-of-way for vehicular passage, and all curbs, gutters, sidewalks, and similar improvements located in or adjacent to such streets, all as set forth on the Plats.

1.31. "Rules and Regulations" are defined in Section 3.4.

1.32. "Setback Areas" means the areas on each Lot that are described in Section 7.4. The Setback Areas on Lots 6 through 10 shall be adjusted based upon the Fence and Trail Easement, whereby the boundary of the Fence and Trail Easement shall be treated as if it were the boundary line of the Lot for purposes of determining the Setback Areas on such Lot.

1.33. "Work" is defined in Section 5.1.

ARTICLE 2 - GRANT

2.1. Reserved.

2.2. Easement Areas. Except to the extent as set forth in Section 4.3(b) with respect to a single Home constructed on more than one (1) Lot, the easements indicated on said Plats are hereby perpetually reserved for public utilities and for any other uses as designated on the Plats or set forth in this Declaration.

2.3. Declaration Binding on Successors: Runs with Land. The Association declares that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the limitations, restrictions, covenants, conditions, easements, and protective covenants set forth in this Declaration. Each grantee or purchaser of a Lot shall take interest in the Lot subject to all of the terms of this Declaration. All limitations, restrictions, covenants, conditions, easements, and protective covenants set forth in this Declaration run with the land.

ARTICLE 3 - COMMON AREA

3.1. Title to Common Area. The Association covenants to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and first-class condition in accordance with the standards governing communities in Washington County, Utah, at all times, and to operate the Common Area at the expense of the Association.

3.2. Rights of Owners to Use Common Area. Every Owner has a right and easement of use and enjoyment in and to the Common Area.

3.3. Delegation of Use. An Owner may delegate the Owner's right of use and enjoyment to the Common Area and facilities located thereon to the members of the Owner's Family who reside in the Home located on the Lot and to a Resident and such Resident's Family who reside in the Home located on the Lot.

3.4. Rules and Regulations. The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited common area, an Owner, a Lot, or a Home, the Board shall give at least fifteen (15) days' advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if Member action to disapprove the rule or design criteria is taken in accordance with § 57-8a-217 of the Act. Rules should conform to the limitations in §§ 57-8a-217 and 218 of the Act.

3.5. Owner's Rights to Common Area Run With Land: Certain Restrictions on Rights. The rights and easements granted to each Owner pursuant to this Article are appurtenant to and pass with title to the Lot owned by such Owner and shall be subject to:

(a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service or facility provided by the Association or located upon the Common Area.

(b) The right of the Association to limit the number of guests or invitees of Members using the Common Area at any time and from time to time.

(c) The right of the Association to suspend the voting rights and/or common utility service of a Member:

(i) For any period during which any Assessment or portion thereof against his or her Lot remains unpaid; and

(ii) For any period not to exceed sixty (60) days for any infraction of the published Rules and Regulations.

(d) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar association in consideration for use of the common areas and facilities of the other association, or for cash consideration.

(e) The right of the Association with the approval of sixty-seven percent (67%) of the Owners entitled to vote, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release, or transfer all or part of the Common Area to any Person.

(f) The right of the Association to grant easements across the Common Area and Easement Areas for public utilities or other public purposes consistent with the intended use of the Common Area or Easement Areas.

(g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure or to remove any encumbrances existing or claimed to be existing with respect to the Common Area.

(h) The terms and conditions of this Declaration.

(i) The right of the Association to adopt and enforce the Rules and Regulations.

3.6. Reserved.

3.7. Care and Maintenance of the Common Areas. The Association shall be responsible for care and maintenance of the Common Areas Without limiting the foregoing, the Association shall maintain and repair:

(a) The trail and trailhead.

(b) Pioneer Home, museum sign and structure, entry landscaping, and fence,

(c) The walking trail that may be installed within the Fence and Trail Easement. The fence and any gates on the Fence and Trail Easement will be treated like a boundary fence with the Owner of the Lot maintaining and repairing the side of the fence and gate facing the Lot and the Association maintaining and repairing the side of the fence and gate facing the Fence and Trail Easement. The cost to replace or reconstruct the fence and gate shall be equally shared by the Association and the Owner of the applicable Lot.

3.8. Damage to Common Areas. Notwithstanding the provisions of Section 3.7, any damage to the Common Areas or to any personal property owned by the Association caused by any Owner and/or the Owner's agents, guests, or invitees must be repaired by the Owner as soon as possible after such damage is discovered. In the event of failure of the Owner to make required repairs, the Association may make such repairs and the responsible Owner shall be obligated to pay the Association the amount of the cost of repair plus interest at the reasonable rate established from time to time by the Association as part of the Rules and Regulations. Any amount owed to the Association as a result of the repair of the damage to the Common Area and facilities shall be an Assessment charged solely to the Lot Owner causing the damage.

3.9. Insurance.

(a) The Association shall have no duty or responsibility to procure or maintain any fire, liability, flood, earthquake, or similar casualty or hazard insurance coverage for Lots or Homes, or for the contents of any Home. The Association also has no duty to insure against any negligent, criminal, or terrorist acts or events occurring at, in, or on any Lot or in any Home.

(b) Funds for insurance, as required to be maintained by the Association shall be provided for from annual Assessments as set forth herein.

(c) The Association shall secure and at all times maintain the following insurance coverages:

(i) A multi-peril type policy covering any Common Area and facilities, if any. Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, earthquake, hailstorm, water damage, and such other risks as customarily are covered. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent. Additionally, this coverage shall satisfy the minimum coverage requirements stated in § 57-8a-405 of the Act.

(ii) A comprehensive policy insuring the Owners, the Association, its Directors, trustees, agents and employees against all damage or injury caused by their negligence to

the public, invitees, tenants, or Owners on the Common Area. Limits of the liability under such coverage shall not be less than One Million Dollars (\$1,000,000.00) for all claims for personal injury or property damage, or both, arising out of a single occurrence. Such policy or policies shall be issued on a comprehensive liability basis, shall provide that cross-insurers as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the development because of negligent acts of the Association or others. Additionally, this coverage shall satisfy the minimum coverage requirements stated in § 57-8a-406 of the Act.

(d) The Association may choose to secure and maintain a fidelity policy or policies to protect against dishonest acts on the part of any Director, employee, the ACC, volunteers, and all others who handle or are responsible for handling funds of the Association. The fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of employee or similar expression.

(e) The Board shall obtain director's and officer's liability insurance for officers and directors of the Association. Such insurance shall, among other coverages, include coverage for both monetary and non-monetary claims and shall be in an amount customary for a project of a type the same as or similar to this project.

ARTICLE 4 - USE RESTRICTIONS

4.1. Lots and Homes Limited to Residential Use. Each Lot shall be used only for the purpose of constructing a Home, and the occupancy of the Home by one (1) Family for residential purposes and for no other purposes. No professional, business, or commercial use shall be made of any Lot or any Home located thereon; provided, however, that the restrictions contained in this Article shall not be construed in such a manner as to prohibit an Owner or Resident from:

(a) Maintaining a personal professional library, office, or study in the Owner's Home for the Owner's own use;

(b) Keeping personal business or professional records or accounts in the Owner's Home; or

(c) Handling personal, business, or professional telephone calls, electronic communication, or correspondence from the Owner's Home.

4.2. Rental Use, No Re-subdivision, No Fractional Interest, No Transient Rental. An Owner may rent a Home to a Resident for occupancy by such Resident and the members of the Resident's Family. Residential Dwelling Units in Rio de Sion are not approved for Short Term Rental (STR) pursuant to the Virgin Uniform Land Use. The initial term of such lease or rental agreement shall not be less than six (6) months but may thereafter be extended on a month-to-

month basis. An Owner shall provide written notice to the Association of any lease or rental of the Home located on the Owner's Lot, which notice shall state the name of the Resident and the term of the lease or rental agreement. No Home shall be rented on a daily, weekly, or monthly basis. Except for occasional overnight guests of the Owner or a Resident who do not pay for accommodations, no Home shall be occupied by more than one (1) Family at any time. No Lot shall be subdivided. No Lot or dwelling unit shall be made subject to and no Owner shall undertake to make a Lot or dwelling unit subject to any fractional, cooperative, or participatory interest of any type or nature, including without limitation any ownership described as or resulting in a cooperative interest, a condominium interest, or a timeshare unit, ownership, or license. No Lot or dwelling unit shall be leased for transient purposes.

4.3 Lot Size.

(a) The area of each Lot as established by the Plats constitutes the minimum size of such Lot, and no Person shall further subdivide such Lot.

(b) Adjacent Lots may be combined for construction of one (1) single-family Home constructed across the common boundary line of such Lots, subject to approval from the Town of Virgin. In the event the Town of Virgin requires a consolidation of the Lots, the Owner, at the Owner's sole cost and expense, shall be responsible for any plat or other instrument required by the Town. In the event of such consolidation of adjacent Lots, all easements and rights of the Association, its Members, other Owners, and third persons (including, without limitation, Governmental Authorities and utility companies) in the boundary areas between such Lots that had been exercised or used prior to construction of the single family Home on the adjacent Lots shall remain in place, shall be enforceable, and may be used in perpetuity by the beneficiaries of such easements and rights, and their successors and assigns. However, all easements and other rights in the boundary area between such Lots which had not been exercised or used prior to construction of the Home may not thereafter be exercised, and each use of the Easement Areas that is abandoned for more than six (6) months may not thereafter be resumed. For purposes of levying Assessments and voting, adjacent Lots upon which one (1) Home is located shall continue to be treated as separate Lots; provided, upon written request of the Owner of the adjacent Lots, the Lots upon which a single Home is located may be combined in to one (1) Lot for purposes of this Declaration, in which event, the combined Lots shall thereafter be assessed as one (1) Lot and the Owner thereof shall have only one (1) membership interest and one (1) vote on account of the Ownership of such Adjacent Lots.

4.4 Care and Maintenance of Lot and Home. The Owner of each Lot shall keep the same free from rubbish, litter, and noxious weeds. All Homes and other permitted structures, landscaping, and improvements shall be maintained in good condition and repair at all times in a manner that, in the judgment of the Board, does not detract from the appearance of the Lot or the Home located thereon, or adversely impact the value, appearance, or use of any other Lot or Home. Each Owner shall be responsible for maintenance of the Owner's Lot. In the event any Owner fails to perform required maintenance, the Board shall have the right to cause all required maintenance to be performed on the Lot and Home, and the cost of said maintenance, plus interest at the reasonable rate established from time to time by the Board as part of the Rules and Regulations, shall be added to and become part of the Assessment to which such Lot is subject.

4.5. Reserved

4.6. Restrictions Applicable to Easement Areas and Setback Areas. No building or other structure shall be built or maintained within the Setback Areas. No improvements, planting, or other material shall be placed or permitted to remain within the Easement Areas which may damage or interfere with the installation, maintenance, or replacement of utilities in the Easement Areas, change the direction or flow of drainage channels in the Easement Areas, or obstruct or retard the flow of water through drainage channels in the Easement Areas. The Easement Areas on each Lot and all improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot at the Owner's cost and expense, except for those improvements for which a public authority or utility company is responsible, or for those improvements which the Association agrees to maintain and include in the Budget. The Owner of each Lot shall, from time to time as may be reasonably required, grant additional rights over, across, on, under, and upon the Easement Areas for such additional utilities and communication information services as may be provided from time to time by a public authority, public or private utility company, or the Association. Given the rapid change in the nature and types of utility and communication services, this provision shall be construed liberally to facilitate the access of all Owners to available utilities, communication, media, and information services.

4.7. No Hazardous Activities. No activities shall be conducted or improvements constructed on the Property which are or might be unsafe or hazardous to any Person or to any other real or personal property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

4.8. Motorbikes. All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two- or four-wheel drive recreational type vehicles such as an all-terrain vehicle (ATV), are to be operated only by a natural Person with a valid driver's license and only on established Roads. Such vehicles are specifically prohibited from all other portions of the Property, including the equestrian and walking trail along the Virgin River, and are to be used on said Roads only for ingress, egress, and access purposes and not for recreational purposes. The Association shall have absolute and sole discretion to make Rules and Regulations governing the use of any type of vehicle within the Property and may prohibit entirely the use of trail bikes, three-wheel power devices, and ATV-type vehicles.

4.9. Weed Control. Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and plants (including those which constitute a fire hazard) on the Owner's Lot so as to minimize weeds, fire, and other hazards to surrounding Lots, Homes, and other surrounding properties, and shall otherwise comply with any applicable Governmental Requirements pertaining to the removal and/or control of such noxious weeds and fire hazards. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land, or the public health or which constitute a fire hazard.

4.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, part, or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to adjoining Lots or other surrounding properties. No outdoor clothes drying or storage of any articles which are visible from any public street shall be permitted. No clutter, debris, or other such materials shall be permitted which are visible from any public street. No Lot shall be used in a manner which shall endanger the health or disturb the reasonable enjoyment of any other Owner or Resident.

4.11. Safe Condition. Without limiting any other provision of this Declaration, each Owner shall maintain and keep the Owner's Lot at all times in a safe, sound, and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the safety or reasonable enjoyment of other Owners of their respective Lots.

4.12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, in, or under the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation, or shaft be permitted upon, in, or under the Property.

4.13. Agricultural Activities. On Lots smaller than one (1) acre, dogs, cats or other domesticated household pets, two (2) or less in total number, may be kept in a Home constructed on a Lot, provided, no pets may be kept, bred, or maintained for sale or for any commercial purpose. All permitted pets shall be strictly controlled and kept pursuant to all applicable laws and ordinances and shall be on a leash or inside an approved fence when outside the Owner's Home. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, part or portion of the Property. On Lots greater than one (1) acre; the Town of Virgin Domestic Farm Animals regulations shall be enforced. (See § 17-7-3, Town of Virgin Uniform Zoning Ordinance).

4.14. Garbage and Refuse Disposal. No Lot, part, or portion of the Property shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage, or other waste. Such trash, rubbish, rubble, garbage, or other waste as produced within the Property shall be kept only in sanitary containers inside a structure except when placed for collection. There shall be no outside refuse storage. No rubbish, trash, papers, junk, or debris shall be burned upon the Property except that trash may be burned in accordance with applicable Governmental Requirements inside Homes that are properly equipped with inside incinerator units.

4.15. Water Supply. Each Home shall be connected to and use the municipal culinary water supply. No individual culinary water supply system or well shall be used or permitted to be used on any Lot, part, or portion of the Property.

4.16. Sewage Disposal. Each Home shall be connected to and use an individual septic tank. Each Owner is responsible for upkeep and maintenance of said septic system.

4.17. RVs, Boats, and Vehicles. No boats, trailers, buses, motor homes, campers, recreational vehicles, or other similar vehicles shall be visible upon any Lot or Roads or Driveways for more than three (3) consecutive days. Recreational Vehicle garages are allowed pursuant to

the review and approval of the ACC. Recreational Vehicle garages shall conform to Article 7 of this Declaration and to the Architectural Design Guidelines.

4.18. Reserved.

4.19. Fence and Trail Easement. Lots 6 through 10 are subject to a Fence and Trail Easement along the rear of the Lot. The Owners of Lots 6 through 10 shall not install, place, or construct any improvements, structures, or landscaping within the Fence and Trail Easement. From and after the initial construction of the fence, the Owners of Lots 6 through 10 may install and place landscaping within the Fence and Trail Easements to the fence as it may be located within the Fence and Trail Easement subject to the terms and conditions of this Declaration. If the Association needs to inspect, maintain, repair, or replace the fence, the Association shall not be responsible to repair or restore any landscaping placed near the fence that may be damaged or disturbed in the exercise or performance of the Association's rights or work.

ARTICLE 5 - ARCHITECTURAL CONTROL COMMITTEE

5.1. Architectural Control Committee. The Architectural Control Committee (the "ACC") shall Finally Approve all aspects of the excavation, construction, or remodeling of any building, structure, or improvement on the Property, excluding minor landscaping changes. Prior to the commencement of any excavation, construction, or remodeling of any building or structure or of any addition to any building or structure, or modification of the natural topography of any Lot, or installation of fences, walls, or landscaping elements (all of the foregoing being referred to in this Declaration as the "Work"), Final Approval of the ACC is required in accordance with the provisions of this Article 5. Minor landscaping changes are those changes costing less than Two Thousand Dollars (\$2,000 00) and are not considered "Work" for the purposes of this Section 5.1. Minor landscaping changes do not require advance approval of the ACC or the payment of an application fee; however, such minor landscaping changes must still comply with the standards set forth in this Declaration and the Architectural Design Guidelines.

5.2. Number of Members of Architectural Control Committee; Manner of Appointment. The ACC shall consist of three (3) Persons. The ACC shall consist of the Board or of three (3) Persons appointed by the Board.

5.3. Meetings of Architectural Control Committee. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties, may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which minutes shall be open for inspection upon request. The ACC shall, by a majority of the votes of the Members, elect one (1) of its members as chairman and one (1) of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to Members who have made application to the ACC for approval of plans and specifications.

5.4. Compensation; Reimbursement of Expenses. Unless authorized by resolution of the Board, the members of the ACC shall not receive any compensation for services rendered. Such members shall be entitled to reimbursement for reasonable expenses incurred by them in

connection with the performance of any ACC function or duty. Professional consultants retained by the ACC shall be paid such compensation as the ACC determines. The Association may charge a plan fee that is equivalent to the cost of reviewing the plans. As used in this Section, "plans" mean any plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

5.5. Plans and Specifications. Plans shall be submitted according to the Preliminary Submittal Requirements as outlined in the Architectural Design Guidelines. The building plans and specifications shall be filed with the ACC, together with a site plan of the Lot showing proposed grading, landscaping (including the landscape plan required by Section 7.22 and all lighting, indicating the exact part of the building site which the improvements will cover, with such fee as the ACC may determine from time to time, and an application and such supporting material, such as samples of building materials, as the ACC deems necessary or appropriate. No Work shall commence unless and until the ACC shall endorse on both sets of such plans its written approval that such plans are in compliance with the covenants set forth in this Declaration and with the standards established in this Declaration or by the ACC (the "Final Approval"). The second set of such plans shall be filed as a permanent record with the ACC. The design review process shall be followed as outlined in the Architectural Design Guidelines.

5.6. Standards Governing Final Approval. The ACC shall have the right to refuse to grant Final Approval to any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property. The ACC shall promulgate and maintain the Architectural Design Guidelines for guidance in approving or disapproving plans and specification pursuant to this Section. Proceeding with work that has not been approved by the ACC shall constitute a violation of this Declaration, and shall result in fines, as approved by the ACC and a lien against the Lot of where the unapproved work/improvement is being done. At the time plans are submitted for consideration by the ACC, a Five Hundred Dollar (\$500.00) non-refundable application fee shall also be submitted. The ACC shall have discretion to require a refundable fee to be submitted which shall be determined on a case-by-case basis at the discretion of the ACC.

5.7. Failure of Architectural Control Committee to Approve. The ACC shall act in good faith to evaluate plan applications within sixty (60) days of receipt. In the event the ACC fails to approve or disapprove in writing a plan application within sixty (60) days after acceptance of the application by the ACC, then Owner may proceed with the proposed plan as if the ACC had approved the plan. If the ACC disapproves a plan application, the applicant will be required to submit a new plan application in addition to another Five Hundred Dollar (\$500.00) non-refundable application fee. Each time a plan application is submitted to the ACC, the ACC shall have sixty (60) days from the time the plan is accepted by the ACC to approve or disapprove the plan application. Failing approval or disapproval within sixty (60) days of acceptance of the application by the ACC, the Owner may proceed with the proposed plan as if the ACC had approved the plan.

5.8. **Limitation on Claims.** The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping, and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ACC's review and Final Approval of plans shall in no way be concerned with structural or mechanical integrity or soundness of any improvements.

5.9. **Final Approval Does Not Constitute Waiver.** The Final Approval of the ACC of any plans and specifications for any Work shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

ARTICLE 6 - COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

6.1. **Permits and Approvals Required.** No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, or a change in the natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until all required permits or approvals therefor are obtained from Governmental Authorities following submission to the appropriate governmental entity of such information as it may require. Final Approval of the ACC shall not constitute any assurance that required permits or approvals can be obtained from Governmental Authorities.

6.2. **Approval of Governmental Authorities Not Binding on Architectural Control Committee.** The granting of a permit or approval by any Governmental Authority with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve any such matter.

6.3. **Soils and Foundation.** It is recommended that the Owner obtain a soils test and recommendation regarding the foundation for the Home to be located on the Lot from a Utah registered engineer prior to commencing any construction of a Home on the Lot. The ACC requires that the Owner obtain a soils test and recommendation on foundation prior to the Final Approval. Furthermore, the ACC may condition Final Approval on the Owner following the recommendations set forth in the soils test and foundation recommendation.

ARTICLE 7 - DESIGN RESTRICTIONS

7.1. **Purpose and Intent.** In order to promote a harmonious community development and protect the character of the neighborhood, the guidelines set forth below in this Article, together with the Architectural Design Guidelines, and any additional guidelines hereafter established by the ACC, are applicable to the Property (the "Architectural Design Guidelines"). The intent of the Architectural Design Guidelines is to seek to ensure that Homes, landscaping, and other improvements on each Lot are in harmony with the natural surroundings of the Property and prevailing architecture of the created environment of the Property. The Architectural Design Guidelines allow design latitude and flexibility, while ensuring that the value of the Property and of each Lot and Home will be enhanced throughout the control of site planning, architecture, and landscape elements. The Architectural Design Guidelines serve as an evaluative aid to Owners,

builders, design professionals, City staff, the Planning Commission, City Council, and the ACC in the design review of individual, private, and public developments within the Property. The Town of Virgin Zoning Regulations will apply for any area of design not addressed in the Architectural Design Guidelines.

7.2 Permitted Structures. The only buildings or structures permitted to be erected, placed, or permitted to be located on any Lot within the Property shall be:

(a) A Home placed within the building Setback Areas on each Lot. The Home shall accommodate the natural grade and building up of an unnatural pad will not be permitted. The Home shall not exceed the height requirements described in Section 7.5 and must include an enclosed private garage for not less than two (2) or more than six (6) cars or other vehicles.

(b) With the final Approval of the ACC, an additional structure such as a pool house, guest house, or casita that complies with the requirements in Sections 7.7, 7.8, and 7.10 and the Architectural Design Guidelines, and shall not be higher than eighteen (18) feet above the natural grade. Any additional structures shall be constructed in accordance with applicable Governmental Requirements including, without limitation, zoning and building ordinances of Virgin, Utah, in effect from time to time. Any additional structures shall be constructed of the same materials that are used on the exterior of the Home. No carports or partially enclosed garages shall be permitted on a Lot. Stables, sheds, tool buildings, or other outbuildings shall be permitted on a Lot, provided they comply with requirements in Sections 7.7, 7.8, and 7.10 and the Architectural Design Guidelines, and shall not exceed eighteen (18) feet above grade. No structure shall be permitted in a one hundred (100) -year flood plain, except for those structures permitted by the ACC.

7.3. Minimum Area. The minimum total square footage of living area on the ground floor of a Home located within the building envelope and foundation for any single-story Home constructed on any Lot within the Property shall be not less than two thousand two hundred fifty (2,250) square feet, exclusive of porches, balconies, patios, and garages. No Home or other permitted structure constructed on any Lot shall exceed one (1) story in height from grade, except for Lots 1 through 3 and 59 through 65, determined in the manner described in Section 7.5. The minimum total square footage of living area on the ground floor of a two-story Home constructed on any Lot within the Property shall be not less than two thousand (2,000) square feet, exclusive of porches, balconies, patios, and garages. Each Home may have a basement.

7.4 Setback Areas. The following constitute the minimum Setback Areas on each Lot. All measurements shall be made from each point on the applicable Lot boundary line to the nearest point on the foundation, porch, deck, or other extension of any building or structure, whichever is nearer to such Lot line.

Lots over 1 acre:	Front:	No building shall be located nearer to the front Lot line than thirty (30) feet.
	Rear:	No building shall be located nearer to the rear Lot line than twenty-five (25) feet.

- Side: No building shall be located nearer to the side Lot line than fifteen (15) feet.
- Lots under 1 acre: Front: No building shall be located nearer to the front Lot line than twenty-five (25) feet.
- Rear: No building shall be located nearer to the rear Lot line than twenty (20) feet.
- Side: No building shall be located nearer to the side Lot line than fifteen (15) feet.

The term “Lots over 1 acre” shall mean Lots that have over one (1) acre in the building envelope. Acreage in any “no build area” is not considered part of the building envelope and will not be included in determining whether a Lot is over one (1) acre.

7.5 Building Height. Maximum building height for a pitched roof mass shall be nineteen (19) feet as measured from highest natural grade to that mass. Hip or gable roofs are not to exceed four-twelfths (4/12) pitch. Minimal flat roof areas may be considered on a case-by-case basis, but shall not exceed more than 15% of total roof area. Lots 1 through 3, and 59 through 65 may have a maximum building height of twenty-six (26) feet above grade. Lots 32, 33, 35 through 41, and 66 through 68 may have a maximum building height of twenty-one (21) feet above grade. Minimum building heights on exterior walls shall be nine (9) feet. The building height shall be followed as outlined in the Architectural Design Guidelines.

7.6 Architectural Style. The architectural style of a Home shall be subject to the approval of the ACC which may, at its discretion, exclude designs that contrast with the prevailing architecture of the Homes located on the Property or with the natural environment. To provide guidance to Owners, the ACC has established a description of permitted architectural styles, which shall be maintained in the records of the Association and shall become part of the Architectural Design Guidelines. All elevations and facades of each Home shall be consistent with the intended architectural style of the Home and carried around all four (4) elevations and facades of the structure.

7.7 Facades. Facades of each Home shall be adobe or synthetic and finished stucco with accents of stone, natural, slate, rough-cut timber, or such other material as approved by the ACC.

7.8 Roof Materials. Roof material shall be either: Mud set clay “C” Tiles or Clay or concrete “S” Tiles. Rusted and weathered metal roofs are approved for use on patio covers and small sections of the house. Other installations may be approved on a case-by-case basis.

7.9 Sheet Metal. All sheet metal, including, without limitation, flashing, vents, and pipes, must be colored or painted to match the material to which they are attached or from which they project. No reflective exterior surfaces or materials shall be used or permitted.

7.10 Doors and Windows. All windows and doors shall be recessed a minimum of two and one-half (2.5) inches from the glass/door surface to the exterior surface of the wall. The

character of window and door selections shall complement the character of the Home, and shall not, in the judgment of the ACC, appear contemporary. Doors and windows shall be approved by the ACC and shall follow the Architectural Design Guidelines.

7.11. Colors. Base building colors shall be in subdued earth tones to complement and harmonize with the natural surroundings and shall conform to or be in harmony with approved samples. The use of the color must be used on window trim, shutters, and doors. The ACC will require actual samples or color boards of all adobe, stone, stucco, roofing materials, and other materials prior to approval.

7.12. Prohibited Structures. Dome structures, log homes, and earth or berm homes are not allowed. No trailer, bus, basement, outhouse, tent, shack, garage, or accessory building shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures or homes shall be moved on to any of said Lots nor shall any such structures be erected or placed on the Lots at any time. It is the Association's intention that all Homes and other permitted structures to be erected within the subdivision be of new construction materials, using good quality workmanship, and materials.

7.13. Driveways and Parking. A driveway shall be located on each Lot which shall be of sufficient size (excluding sidewalk areas) to park not less than two (2) vehicles per Lot. Each driveway on a Lot shall be constructed out of tumbled brick, colored concrete, decorative gravel, stone, or interlocking pavers. Cinders, sand, asphalt, or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on each Lot. Driveway material must be approved by the ACC.

7.14. Covered Patio, Courtyards, and Porches. A minimum of twenty-five percent (25%) of the total square footage of the house must be built as covered patio, courtyard, and covered porches. Twenty-five percent (25%) of the total square footage of a porch must be located on the street side of the house. Building materials shall be approved by the ACC and comply with Sections 7.7, 7.8, and 7.10.

7.15. Fences: Walls and Sight Obstructions.

(a) Fences, walls, and other barriers shall comply with the provisions of Section 7.11 and the Architectural Design Guidelines, and shall be subject to the Final Approval of the ACC. The ACC will consider fence types similar to existing fences in Phase 1 as of December 17, 2020.

(b) No structure, fence, wall, hedge, shrub, or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the grade of the Roads shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street lines, or in the case of a rounded party corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to

remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sightlines.

(c) All fences, including adobe, slump stone, wrought iron, or split rail fence types, walls, hedges, shrubs, or other structures shall be constructed in similar consistency with the Homes in Phase 1 as of December 17, 2020, and shall be approved by the ACC.

(d) No fence, wall, hedge, tree, plant, shrub, or foliage shall be planted, kept, or maintained in such manner as, in the opinion of the ACC, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other Residents of the area.

(e) Fences and walls must harmonize with color of the natural surroundings and may not exceed six (6) feet in height above grade on the highest side. Each Owner may construct walls in the rear and alongside Lot lines, but such walls shall not extend beyond the front of the Home. Walls shall not exceed six (6) feet above grade. If such a wall encloses a pool, additional required height may only be in wrought iron as Finally Approved by the ACC.

7.16. Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet in height above grade, unless otherwise Finally Approved by the ACC. In the event Final Approval is given for a retaining wall higher than five (5) feet in height above grade, the retaining wall must be tiered and landscaping must be installed to screen the retaining wall. Retaining walls shall be made out of natural stone. No walls shall be constructed on retaining walls.

7.17. Lights. Light used to illuminate garages, patios, parking areas, or for any other purposes must be low level (each fixture with a maximum of one (1) sixty (60) -watt or less bulb) and shall be so arranged and shielded as to reflect light away from adjacent Homes and away from the vision of passing motorists. The design and installation shall not adversely affect or impact neighboring Owners or streetscapes. No upward shining lights are permitted. Very low level outdoor illumination may be used for particular landscape features (such as tree and rock formations). No exposed bulbs, brass or white fixtures are permitted. Exterior Home lights are to be placed under the eaves of the Home thus preserving the night sky. One (1) light under the eaves of the Home shall illuminate the Home's street number. Exterior lighting shall be approved by the ACC and shall follow the Architectural Design Guidelines.

7.18. Antennas. Antennas, dishes, or similar devices for radio, television, or devices for the reception or transmission of radio signals, microwaves, or other similar signals are restricted to the attic area or interior of the Home. It is mandatory that all Homes be pre-wired for cable reception. Satellite dishes shall be allowed on the exterior of a Home as long as they are, one (1) meter (39.37 inches) or less in diameter. All antennas and satellite dishes must be located to minimize visibility from neighboring Lots, and must be approved by the ACC. The ACC shall have the right to remove or cause removal of any antennas, satellite dishes, or other external antennas erected, placed, maintained, or improperly installed. Notwithstanding the foregoing, satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one (1) meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed. Location of an FCC approved dish may not be restricted by the Association so as to unreasonably delay in installation; unreasonably increase the cost of the equipment or its

installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the Common Area or the property of another Owner. The dish must comply with all applicable city, county, and state laws, regulations, and codes. The Association must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions. In order to protect against personal injury and property damage, a dish may not be placed in a location where it may come into contact with a power line. In order to protect against personal injury and property damage, all dishes must be properly grounded and secured. In order to protect against personal injury, dishes may not block or obstruct any driver's view of an intersection or street. The Owner is responsible for all costs associated with the installation and maintenance of a dish. The Owner is responsible for all damage caused by or connected with the dish. The Owner must hold the Association harmless and indemnify the Association in the event someone is injured by the dish. The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration.

7.19. **Equipment.** Air conditioning, heating equipment, and soft water tanks must be screened from view with screen walls matching house material finish and color so as not to be visible from the neighboring property, or from the streets of the development and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

7.20. **Utility Facilities.** All utility lines, conduits, pipes and similar transmission facilities shall be underground. Except as required by Governmental Requirements, utility meters, propane tanks, and similar facilities shall be placed in as inconspicuous a location as possible out of sight of the public. Locations of meters are to be shown on the plans, and meters should be screened from view from neighboring property. Exposed piping shall be painted to match exterior colors of the Home. The area immediately around the meters shall be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.

7.21. **Mailboxes.** Post Office boxes are available at the local Post Office.

7.22. **External Apparatus.** No Lot Owner shall cause or permit anything, including, without limitation, awnings, canopies, or shutters, to hang, be displayed, or otherwise affixed to or placed on the exterior walls or roof or any part thereof of any Home, or on the outside of windows or doors without the prior written consent of the ACC. Solar panels or solar panel arrays of any type shall be permitted on any Home or Lot with prior approval of the ACC. The ACC will require that the installation be minimal visibility features such as color, mounting heights, and conduit for wiring. All solar panels or solar panel arrays existing on any Home as of January 22, 2021, shall be an exception to this Section. The provisions of §§ 57-8a-701 to -703 of the Act allowing solar energy systems under certain conditions, do not apply to (a) any express prohibition or an express restriction on a Lot Owner's installation of a solar energy system set forth in a declaration of this Association recorded before January 1, 2017, or created by official Association action taken before January 1, 2017, and (b) during the "period of administrative control" as defined in § 57-8a-102(19) of the Act. To the extent this Association did not have such restrictions in place prior to January 1, 2017, then any application to the Association for a solar energy system

must comply with the requirements and limitations set forth in § 57-8a-701 to -703 of the Act. As used in this Section, the term “solar energy system” is as defined in § 57-8a-102(22) of the Act.

7.23. Maintenance and Landscaping.

(a) Landscaping on each Lot shall be completed in accordance with the landscape plan as outlined in the Architectural Design Guidelines. Plans shall be submitted to and approved by the ACC prior to construction of the Home. It is recommended that lawn be used only in rear yards and natural looking landscaping be used in the front yards. Front landscaping of the Home must be completed upon issuance of a certificate of occupancy by the Town of Virgin.

(b) Each Owner shall be responsible for the maintenance of the Owner’s Lot. In the event that any Owner fails to perform this maintenance in a manner so as not to detract from the appearance of the Lot or affect adversely the value or use of any Lot, the Board shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the Assessment to which such Lot is subject.

(c) Any portion of the Lot not used for Homes, other permitted structures, driveways, walks, or other site improvements shall be landscaped or left in its natural state. The front yard landscaping shall have a maximum of twenty-five percent (25%) lawn with no minimum lawn area being required. If the rear yard is walled on all sides, the rear landscaping shall be at the discretion of the Owner. The remaining area of each Lot shall be left in its natural state or enhanced with additional desert plantings.

(d) No palm trees shall be planted on any Lot.

7.24. Planting and Gardening. No planting, gardening, or landscaping shall be installed or modified, and no fences, hedges, or walls shall be erected, maintained, or modified upon any Lot except as approved by the ACC or except as allowed in Section 5.1.

7.25. Slope and Drainage Control. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion, or sliding problems, or which may change the direction of flow of 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. Each Lot Owner is responsible to see that no nuisance or damage is created by flow of drainage water to any Lot or surrounding property.

7.26. Lateral and Subadjacent Support and Drainage. Each Owner shall be responsible for any damage to adjacent Lots proximately caused by such Owner’s activities which affect the lateral or subadjacent support, or both, of adjacent Lots. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent Lots.

7.27. Signs. Except as provided below, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, planned, or permitted to remain on any Lot or any portion of the Property. The foregoing restrictions shall not apply to the commercial activities,

signs, and billboards, if any, of the Association in furtherance of its powers and purposes set forth in this Declaration and in its Articles, Bylaws, and Rules and Regulations, as the same may be amended from time to time.

(a) Religious and Holiday Signs.

(i) The Association may not abridge the rights of a Lot Owner to display a religious or holiday sign, symbol, or decoration: (A) inside a Home on a Lot; or (B) outside a Home on: (1) a Lot; (2) the exterior of the Home, unless the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the exterior; or (3) the front yard of the Home, unless the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the yard.

(ii) The Association may, by rule, prohibit a religious or holiday sign, symbol, or decoration on the exterior of the Home and on the front yard of the Home where the Association has an ownership interest in, or a maintenance, repair, or replacement obligation for the exterior or front yard.

(iii) Notwithstanding Subsection (a)(i) above, the Association may adopt, by rule, a reasonable time, place, and manner restriction with respect to a display that is: (A) outside a Home on: (1) a Lot; (2) the exterior of the Home; or (3) the front yard of the Home; and (B) visible from outside the Lot.

(b) Political Signs.

(i) The Association may not prohibit a Lot Owner from displaying a political sign: (A) inside a Home on a Lot; or (B) outside a Home on: (1) a Lot; (2) the exterior of the Home, regardless of whether the Association has an ownership interest in the exterior; or (3) the front yard of the Home, regardless of whether the Association has an ownership interest in the yard.

(ii) The Association may not regulate the content of a political sign.

(iii) Notwithstanding Subsection (b)(i) above, the Association may, by rule, reasonably regulate the time, place, and manner of posting a political sign.

(iv) The Association's design criteria may not establish design criteria for a political sign.

(c) For-Sale Signs.

(i) The Association may not prohibit a Lot Owner from displaying a for-sale sign: (A) inside a Home on a Lot; or (B) outside a Home on: (1) a Lot; (2) the exterior of the Home, regardless of whether the Association has an ownership interest in the exterior; or (3) the front yard of the Home, regardless of whether the Association has an ownership interest in the yard.

One (1) "For Rent" or "For Sale" sign using a standard post and standard sign size.
(ii) Notwithstanding Subsection (c)(i), the Association may, by rule, reasonably regulate the time, place, and manner of posting a for-sale sign.

7.28. Display of the Flag. The Association may not prohibit the display of the United States flag inside a Home or on the Owner's Lot or limited common area appurtenant to the Owner's Lot, if the display complies with United States Code, Title 4, Chapter 1. The Association may, by rule of the Board, restrict the display of a flag on the Common Area.

7.29. Internal Accessory Dwelling Unit. For an internal accessory dwelling unit ("IADU") approved by the local governmental authority pursuant to Utah Code §§ 10-9a-530 or 17-27a-526, the Owner shall provide to the Association, upon request and as a condition to maintain an IADU within the existing footprint of the Owner's dwelling unit, the following information:

- (a) Copies of IADU permits from the local governmental authority;
- (b) Proof of additional parking required by the local governmental authority;
- (c) Copies of business licenses for operating an IADU;
- (d) Copies of liens, if any, held on an IADU by the local governmental authority; and
- (e) Verification of the minimum lot size required for an IADU, if any, by ordinance of the local governmental authority.

7.30. Water-Efficient Landscaping Rules. The Board shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions, and may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

7.31. Electronic Vehicle Charging. The Association may not prohibit a Lot Owner from installing or using a charging system in: (a) in a parking space on the Lot Owner's Lot that is used for the parking or storage of a vehicle or equipment; or (b) a limited common area parking space designated for the Lot Owner's exclusive use. However, the Association may: (a) require a Lot Owner to submit an application for approval of the installation of a charging system to the Board, (b) require the Lot Owner to agree in writing to: (i) hire a general electrical contractor or residential electrical contractor to install the charging system; or (ii) if a charging system is installed in a Common Area, provide reimbursement to the Association for the actual cost of the increase in the Association's insurance premium attributable to the installation or use of the charging system; (c) require a charging system to comply with: (i) the Association's reasonable design criteria governing the dimensions, placement, or external appearance of the charging system; or (ii) applicable building codes; (d) impose a reasonable charge to cover costs associated with the review and permitting of a charging station; (e) impose a reasonable restriction on the installation and use of a charging station that does not significantly: (i) increase the cost of the charging station; or (ii) decrease the efficiency or performance of the charging station; or (f) require a Lot Owner to pay

the costs associated with installation, metering, and use of the charging station, including the cost of: (i) electricity associated with the charging station; and (ii) damage to a Common Area, a limited common area, or an area subject to the exclusive use of another Lot Owner that results from the installation, use, maintenance, repair, removal, or replacement of the charging station.

A Lot Owner who installs a charging system shall disclose to a prospective buyer of the Lot: (a) the existence of the charging station and (b) the Lot Owner's related responsibilities under this Section.

Unless the Lot Owner and the Association or the Declarant otherwise agree: (a) a charging station installed under this Section is the personal property of the Lot Owner of the Lot with which the charging station is associated; and (b) a Lot Owner who installs a charging station shall, before transferring ownership of the Owner's Lot, unless the prospective buyer of the Lot accepts ownership and all rights and responsibilities that apply to the charging station under this Section: (i) remove the charging station; and (ii) restore the premises to the condition before installation of the charging station.

As used in this Section, the terms "charging system," "general electrical contractor," and "residential electrical contractor" are as defined in § 57-8a-801 of the Act.

7.32. Activities in Homes and Backyards.

(a) Notwithstanding anything to the contrary in this Declaration and except as provided for in Subsections (b) and (c) below, the Association may not interfere with a reasonable activity of an Owner within the confines of a Home or Lot, including backyard landscaping or amenities, to the extent that the activity is in compliance with local laws and ordinances, including nuisance laws and ordinances.

(b) However, any activity within the confines of a Home or Lot, including backyard landscaping or amenities, is prohibited where the activity: (i) is not normally associated with a project restricted to residential use; or (ii) (A) creates monetary costs for the Association or other Lot Owners; (B) creates a danger to the health or safety of Residents of other Lots; (C) generates excessive noise or traffic; (D) creates unsightly conditions visible from outside the Home; (E) creates an unreasonable source of annoyance to persons outside the Lot; or (F) if there are attached Homes, creates the potential for smoke to enter another Lot Owner's Home, the Common Areas, or limited common areas.

(c) Unless prohibited by law, the Association may also adopt rules described in Subsection (b) above that affect the use of or behavior inside the Home.

7.33. Association Access. The Board, or its authorized representative, after giving not less than twenty-four (24) hours advance notice posted to the Lot, may access a Lot from time to time during reasonable hours, as necessary for maintenance, repair, or replacement of any of the Common Areas. If repair to a Lot or Common Area—that if not made in a timely manner—will likely result in immediate and substantial damage to a Common Area or another Lot or Home, then

the Board may enter the Lot to make the emergency repair upon such notice as is reasonable under the circumstances.

ARTICLE 8 - CONSTRUCTION AND CONTRACTOR PROVISIONS

8.1 Purpose. In order to promote a harmonious community development and protect the character of the neighborhood, the guidelines set forth in this Article 8 are applicable to construction activities on the Property.

8.2 Completion of Construction. The construction of any Home on any Lot shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within twelve (12) months after such commencement. Any other permitted structure shall be constructed in such time as is reasonably prescribed by the ACC in connection with the Final Approval of such structure.

8.3 Building Material Storage. No Lot or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a Home is occupied or made available for sale all building materials shall be removed or stored inside a Home or accessory building out of public sight.

8.4 Landscaping. Front landscaping on a Lot shall be complete upon issuance of the Certificate of Occupancy by the Town of Virgin.

8.5 Damages. Any damage to existing improvements (such as, without limitation, curbs, gutters, streets, and concrete sidewalks) by an Owner and/or the Owner's contractor or agents must be repaired by such Owner within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by such Owner.

8.6 Maintenance of Lot During Construction. Contractors or subcontractors must provide on-site dumpsters and porta-john during construction and are required to clean up on a reasonable basis to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within three (3) business days by the contractor or subcontractor as Owner/builder.

8.7 Contractor Restrictions. To ensure compliance with the other provisions of this Declaration, including, without limitation, the Architectural Guidelines and the requirements of this Article 8, all Lots shall be subject to the covenant and restrictions set forth in this Section 8.7. The covenant and restriction shall run with the land and be binding on each successor Owner of each Lot.

ARTICLE 9 - MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

9.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another Person.

9.2 Voting Rights. Members are entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, the group of such Persons shall constitute one (1) Member with one (1) vote. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A vote cast at any Association meeting by any Person owning an interest in a Lot, whether in person, by ballot, or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another Person owning an interest in the same Lot. In the event an objection is made, the vote is involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE 10 - OPERATION OF ASSOCIATION; BUDGETS; ASSESSMENTS

10.1. Creation of Association. The Association exists as a nonprofit corporation organized under the Utah Revised Nonprofit Corporation Act, §§ 16-6a-101 to -1705, as amended. The Association is governed by Articles, Bylaws, and this Declaration. In the event of any conflict between the Article, the Bylaws, and/or this Declaration, the documents will govern in the following order: this Declaration, the Articles, and the Bylaws.

10.2. Board. There shall be three (3) Directors of the Association, unless changed pursuant to the Bylaws. A majority of the Owners of Lots shall elect and appoint the Directors, which shall thereafter be vested with the powers described in this Declaration and shall have jurisdiction over all the Property subject to these restrictions, covenants, and conditions.

10.3. Books, Records and Audits. The Association shall maintain current copies of its books and records as provided for in the Bylaws. A Lot Owner or holder, insurer, or guarantor of a first Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

10.4. Creation of Lien; Personal Obligation for Assessment. Until January 1, 2024, the Assessment for each Owner of a Lot shall be Fifty Dollars (\$_50.00) per month. The Association shall declare and impose all subsequent annual Assessments in accordance with Section 10.9 herein. Each Owner of a Lot, by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Assessments and interest thereon including, without limitation, costs of collection and a reasonable attorney fee, as provided in this Declaration. All such Assessments and other amounts shall be:

(a) A charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or amount is charged; and

(b) The personal obligation of: (i) the Person who was the Owner of such Lot at the time when the Assessment fell due; and (ii) successors-in-title who took title to such Lot when Assessments were due and payable.

In the event a Lot is owned by more than one (1) Person, each such Person shall be jointly and severally liable to pay such Assessment.

10.5. Purpose of Assessments. The Assessments levied by the Association shall be used by the Association for the development, construction, improvement, maintenance, repair, and preservation of the Common Area. The Assessments must provide for, but are not limited to: the payment of taxes on the Common Areas and insurance maintained by the Association; the payment of the cost of repairing, replacing, and maintaining the Common Areas; the payment of administrative expenses of the Association; insurance costs; the establishment of a reserve account for repair, maintenance, and replacement of the improvements to the Common Areas which must be replaced on a periodic basis; and other amounts required that the Board shall determine to be necessary to meet the primary purposes of the Association.

10.6. Budgets; Permitted Increases in Assessments. The Association shall promulgate a Budget prospectively for each calendar year. A Budget presented by the Board is only disapproved if Member action to disapprove the Budget is taken in accordance with § 57-8a-215 of the Act. Assessments may be billed monthly, quarterly, or annually as the Association determines. The total amount of an Assessment to a Lot may be increased in any year to not more than one hundred five percent (105%) of the total Assessment for the previous year (i.e., an increase of not more than five percent (5%)) without a vote or consent of the Members, and any Budget that results in Assessments within such limitation shall not require the approval of the Members. The total amount of an Assessment to a Lot may also be decreased in any year without a vote or consent of the Members. The Association may establish a reserve fund for major expenses. The Association may increase the amount of the Assessments by more than five percent (5%) over the amount charged for the previous year with:

(a) Approval at a meeting duly called for the purpose of approving the Budget by more than fifty percent (50%) of the votes of Members present and voting, in person, by ballot, or by proxy.

(b) Written agreement of Members holding more than fifty percent (50%) of the votes in the Association; provided that if such approval is in writing, all signatures must be dated within a ninety (90) day period.

Failure to promulgate a Budget shall not constitute a waiver by the Association of the right to collect Assessments or a basis by any Member to refuse to pay Assessments.

10.7. Special Assessments for Capital Improvements. In addition to the annual Assessments, the Association may levy in any Assessment year special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Areas. Special Assessments must have the approval of more than fifty percent (50%) of the votes of the Members voting at a meeting in person, by ballot, or by proxy, or by written agreement of Members holding more than fifty percent (50%) of the votes in the Association; provided that if such approval is in writing, all signatures must be dated within a ninety (90) day period.

10.8. Uniform Rate of Assessment; Periodic Assessment. Assessments must be fixed at a uniform rate for all Lots.

10.9. Date of Commencement of Annual Assessments: Due Dates.

(a) At least thirty (30) days prior to the commencement of each new Assessment period, the Board shall send or cause to be sent a written notice of the annual Assessment to each Owner subject thereto. Delivery of notice shall not be a condition or requirement to validity of the Assessment.

(b) The Assessment due dates shall be established by the Board.

(c) The Board shall prepare a roster of the Lots and the Assessments applicable thereto at the same time that it shall fix the amount of the Assessment, which roster shall be kept by the treasurer of the Association, who shall record payments of Assessments and shall allow inspection of the roster by any Member at reasonable times.

10.10. Effect of Non-Payment of Assessment; Remedies of Association.

(a) Any Assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of fifteen percent (15%) per annum (or such lesser rate as the Board shall set by resolution) until paid. In addition, a late fee of Fifty Dollars (\$50 00) for each delinquent installment shall be imposed.

(b) There shall be added to the amount of any delinquent Assessment the costs and expenses of any action, sale, or foreclosure, and a reasonable attorney fee.

(c) A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale, the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if such Association were beneficiary under a deed of trust. The Association shall have the right to collect Assessments through a lawsuit, judicial foreclosure, non-judicial foreclosure, or other means as provided in §§ 57-8a-301 to -311 of the Act. Such remedies shall be cumulative and not exclusive. The Association and each Lot Owner hereby conveys and warrants, pursuant to §§ 57-8a-212 and 57-8a-302 of the Act, and Utah Code § 57-1-20, to attorney James M. Elegante, of the law firm Jenkins Bagley Sperry, PLLC, or any other attorney that the Association engages to act on its behalf to substitute for James M. Elegante, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of Assessments under the terms of this Declaration.

(d) The Board may, in the name of the Association, pursue one (1) or more of the following remedies:

(i) bring an action at law against the Owner personally obligated to pay any such delinquent Assessment without waiving the lien of Assessment;

(ii) foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of Mortgages, or in any other manner permitted by law;

(iii) restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Member as set forth in Section 3.5(c);

(iv) pursue any other remedy available at law or equity.

(e) The pursuit of one (1) of the remedies set forth in Section 10.10(d) shall not constitute an election of remedies and the Association may pursue more than one (1) of the remedies simultaneously or, after pursuing one (1) remedy, may abandon such remedy and instead pursue another remedy.

(f) No Owner may avoid or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas or by abandonment of the Lot.

10.11. Subordination of Lien to Mortgages. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the Assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for Assessments coming due after the Owner takes title or from the lien of such other Assessments.

10.12. Reserve Analysis/Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the Budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

“Reserve fund money” means money to cover: (a) the cost of repairing, replacing, or restoring Common Areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general Budget or other funds of the Association; or (b) a shortfall in the general Budget, if: (i) the shortfall occurs while a state of emergency, declared in accordance with Utah Code § 53-2a-206, is in effect; (ii) the geographic area for which the state of emergency is declared extends to the entire state; and (iii) at the time the money is spent, more than ten percent (10%) of the Owners that are not Board members are delinquent in the payment of Assessments as a result of events giving rise to the state of emergency

The Board may not use reserve fund money for any purpose other than the purpose for which the reserve fund was established, including daily maintenance expenses, unless a majority of Owners vote to approve the use of reserve fund money for that purpose.

The Association shall maintain a reserve fund separate from other Association funds.

10.13. Tenant Payment of Assessments.

(a) The Board may require a tenant under a lease with a Lot Owner to pay the Association all future lease payments due to the Lot Owner if the Lot Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Owner notice, which notice shall state: (i) the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Lot Owner's tenant if the Lot Owner does not pay the amount owing within fifteen (15) days.

(b) If a Lot Owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Lot Owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Lot Owner's failure to pay an Assessment within the required time, the Board has notified the Lot Owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Lot Owner. The manager or Board shall mail a copy of this notice to the Lot Owner.

(c) A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Lot Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (d) that the amount owing is paid. A Lot Owner shall credit each payment that the tenant makes to the Association under this Section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to the Association as required under this Section.

(d) Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Lot Owner. The Association shall deposit money paid to the Association under this Section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid.

The Association shall, within five (5) business days after the amount owing is paid, pay to the Lot Owner any remaining balance.

10.14. Reinvestment Fee Assessment. In addition to all other Assessments and upon the conveyance of a Lot, if the Board shall determine to impose a Reinvestment Fee Assessment, then there shall be one (1) reinvestment fee charged to the buyer or seller, as the buyer and seller may determine, comprised of one (1) or more of the following charges:

- (a) an Assessment determined pursuant to resolution of the Board and charged for:
 - (i) common planning, facilities, and infrastructure;
 - (ii) resort facilities;
 - (iii) open space;
 - (iv) recreation amenities;
 - (v) Association expenses as defined in Utah Code § 57-1-46(1)(a).

(b) This reinvestment fee shall not exceed one-half percent (0.5%) of the fair market value of the Lot, plus all improvements. When the seller is a financial institution, the reinvestment fee shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00). The Association may assign the charges directly to the Association's manager.

(c) This reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

ARTICLE 11 - USE OF AMENITIES

11.1. Use of Rio de Sión Facilities.

(a) A Planned Development known as Rio de Sión recreational facilities, possibly including, but not limited to, a pedestrian and equestrian trail, trail head, and pioneer house.

(b) The common facilities and amenities of Rio de Sión may be available to Owners within Rio de Sión:

- (i) execution of a written agreement by the Owner of a Lot within Rio de Sión.
- (ii) payment of Association fees.

(c) The foregoing fees are subject to increase to maintain comparable value as to a base date of January 1, 2005, as determined by reference to the U.S. City Average Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor, Bureau of Labor Statistics.

(d) Each Owner so qualifying shall not be a Member of the Association, but shall have a right to use of facilities under Sections 2.4 and 2.6 of this Declaration. The Owner may transfer the right to use of facilities to any other Owner of a Lot of any additional subdivision. Those possessing a right to use of facilities shall not be subject to Assessments of any kind levied by the Rio de Sión Homeowners Association

ARTICLE 12 - DURATION; ENFORCEMENT; AMENDMENT

12.1. Duration of Restrictions. The covenants and restrictions contained in this Declaration shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment terminating this Declaration pursuant to Section 12.2.

12.2. Amendment. The covenants and restrictions contained in this Declaration may be amended by a recorded instrument signed by no less than sixty-seven percent (67%) of the votes of the Members entitled to vote, provided that all signatures must be obtained within a one hundred eighty (180) day period.

12.3. Reserved.

12.4. Reserved.

12.5. Notices. When notice is required under this Declaration, notice shall be given as provided in the Bylaws.

12.6. Construction and Severability. All of the restrictions, covenants, and conditions contained in this Declaration shall be construed together. Invalidation of any one of said restrictions, covenants, or conditions, or any part thereof, shall not affect the enforceability or applicability of any of the remaining restrictions, covenants, or conditions, or part thereof.

12.7. Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated, in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Association or a Lot Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.

12.8. Enforcement. Each and all of the restrictions, covenants, and conditions contained in this Declaration is and are for the benefit of the Association and of the Lot Owner or Owners from time to time of any Lot, part, or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part, or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants, and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Association or a Lot Owner or Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide Mortgage which shall have been given in good faith and

for value, except that any subsequent Owner of said Lot, part, or portion of the Property, shall be bound and obligated by the said restrictions, covenants, and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The ACC may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual Assessment against any Owner who fails to refrain from violation of these covenants or any of the Rules, after three (3) days' written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefor is made.

12.9. Right to Enforce. The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Association or a Lot Owner or Owners, and each of their legal representatives, heirs, successors, and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 13 - GENERAL

13.1. Action of the Association. Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the Association.

13.2. Rules Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of the Governing Documents. If for any reason this Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

13.3. Fines. The Association, through its Board, shall have the power to levy fines for violations of the Association's Governing Documents and fines may only be levied for violations of the Governing Documents. In addition to the levying of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the Governing Documents. The Board shall adopt a rule for the procedure to enforce the Governing Documents and levy fines, including a schedule of fines.

13.4. Tenant Liability. Pursuant to § 57-8a-218(2)(b) of the Act, a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant.

13.5. Eminent Domain. If part of the Common Area is taken by eminent domain: (a) the entity taking part of the Common Area shall pay to the Association the portion of the compensation awarded for the taking that is attributable to the Common Area; and (b) the Association shall equally divide any portion of the award attributable to the taking of a limited Common Area among the Owners of the Lots to which the limited common area was allocated at the time of the taking. The Association shall also submit for recording to the county recorder the court judgment or order in an eminent domain action that results in the taking of some or all of the Common Area.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the President of the Association hereby certifies, on this 22 day of January, 2024, that this Amended and Restated Declaration was approved by a notarized instrument signed by no less than sixty-seven percent (67%) of the votes of the Members, and that all signatures were obtained within a one hundred eighty (180) day period, which instrument is attached hereto as Exhibit B.

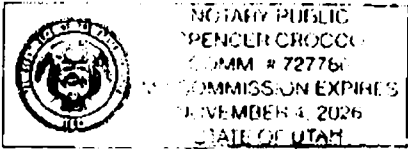
RIO DE SIÓN HOMEOWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation.

By: Loren Campbell
Its: President

State of Utah)

County of Washington)

On this 22 day of January, 2024, before me personally appeared Loren Campbell, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of the Río de Sión Homeowners Association, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he acknowledged before me that he executed the document on behalf of the Association and for its stated purpose.


Notary Public

**Exhibit A
(Legal Description)**

This Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 19, together with all Common Area, Rio de Sion (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-1 through V-RIOD-19

All of Lots 20 through 40, together with all Common Area, Rio de Sion 2 (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-2-20 through V-RIOD-2-40

All of Lots 41 through 68, together with all Common Area, Rio de Sion 3 (V), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: V-RIOD-3-41 through V-RIOD-3-68

Exhibit B
(Notarized Instrument)

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 1 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR [] AGAINST


DATED, this 24 day of August, 2023.

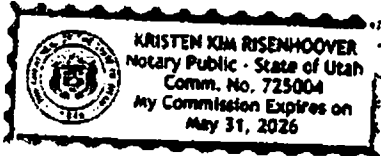

Signature

Loren Campbell
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 24 day of August, 2023 before me personally appeared Loren Campbell, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.


Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 2, 57, 43, in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

DATED, this 24th day of August, 2023.

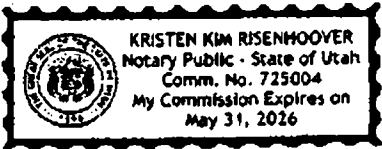
Tony Hoyt
Signature

Tony Hoyt
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 24 day of August, 2023 before me personally appeared Tony Hoyt, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Kristen Kim Risenmoyer
Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 3 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

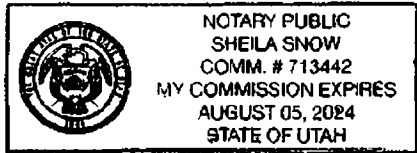
DATED, this 10th day of November, 2023.

[Signature]
Signature

Dan Sternlight
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 10 day of November, 2023, before me personally appeared Dan Sternlight, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Sheila Snow
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 4 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

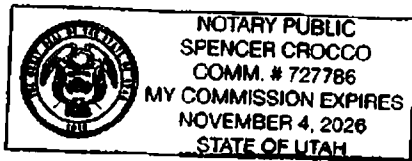
DATED, this 11 day of July, 2023.

Nanette Wood
Signature

Nanette Wood
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of July, 2023, before me personally appeared Nanette Wood, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 5 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR [] AGAINST

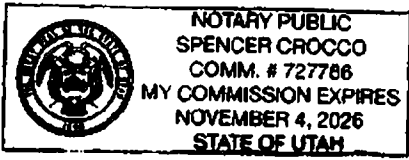
DATED, this 11 day of July, 2023.

Nanette Wood
Signature

Nanette Wood
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 11 day of July, 2023, before me personally appeared Nanette Wood, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 7 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

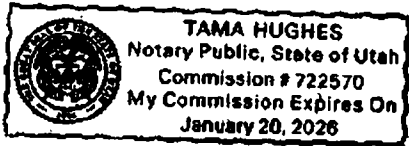
DATED, this 13 day of November, 2023.

[Handwritten Signature]
Signature

JAMES J. KIETZMAN
Printed Name

State of Utah)
: ss.
County of Washington)

On this 13 day of NOVEMBER, 2023, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Handwritten Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 9 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

DATED, this 13 day of November, 2023.

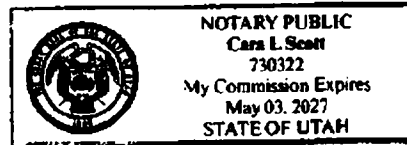
Dennis Hilton Allen
Signature

DENNIS HILTON ALLEN
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13th day of November, 2023, before me personally appeared Dennis Hilton Allen, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Cara L. Scott
Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 14 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

DATED, this 21st day of August, 2023.

Gale Emery
Signature

GALE EMERY
Printed Name

State of Utah)
: ss.
County of Washington)

On this ___ day of _____, 20___, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

(see attachment)
Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 21, 2023 before me, Diana Arreola, Notary Public
(Here insert name and title of the officer)

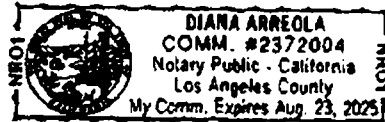
personally appeared Gale Marie Emery
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


 Notary Public Signature

(Notary Public Seal)



INSTRUCTIONS FOR COMPLETING THIS FORM

ADDITIONAL OPTIONAL INFORMATION

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

DESCRIPTION OF THE ATTACHED DOCUMENT

Consent re: Amended & Restated Declaratic
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 8/21/23

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 15 + 31 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR [] AGAINST

DATED this 17 day of August, 2023.

Chen McRae
Signature

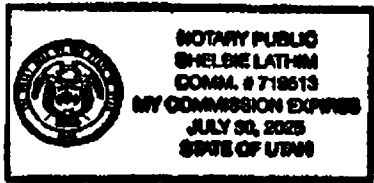
Chen McRae
Printed Name

State of Utah)

: ss.

County of Washington)

On this 17 day of August, 2023, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Sheldie Latham
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 16 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

DATED, this 9 day of November, 2023.

James Adams

Signature

James Adams

Printed Name

State of Utah)
: ss.
County of Washington)

On this 9 day of November, 2023, before me personally appeared James Adams, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Handwritten Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) LeRoy Thompson in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

[] FOR AGAINST

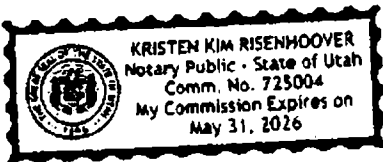
DATED, this 24 day of Aug, 2023.

LeRoy Thompson
Signature

LeRoy Thompson
Printed Name

State of Utah)
: ss.
County of Washington)

On this 24 day of August, 2023 before me personally appeared LeRoy Thompson, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lots 18 in the Rio de Si6n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si6n:

FOR

AGAINST

DATED, this 13 day of November, 2023.

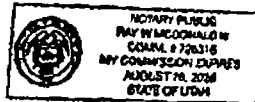
[Signature]
Signature

Stephen McNeill
Printed Name

State of Utah)
: ss.
County of Washington)

On this 13 day of NOVEMBER, 2023, before me personally appeared STEPHEN McNeill, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

[Signature]
Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 19 in the Rio de Si6n Homeowners Association Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenant of Rio de Si6n:

FOR

AGAINST

DATED this 10 day of November, 2023

Victor Allen

Mark Allen

Signature

Victor Allen

Mark Allen

Printed Name

State of Chair

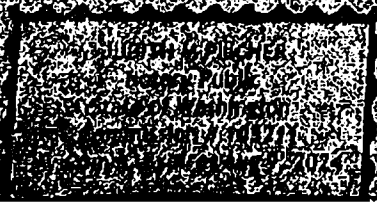
ss

County of Washington

Columbia

On this 10th day of November, 2023, before me personally appear Victor Allen & Mark Allen whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Judith M Pelcher
Notary Public



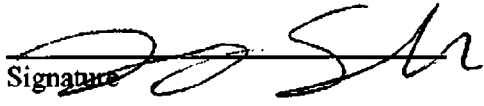
CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 53, 21, 52 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

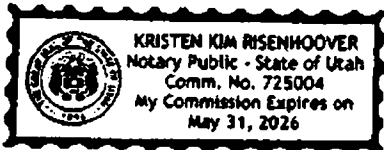
FOR AGAINST

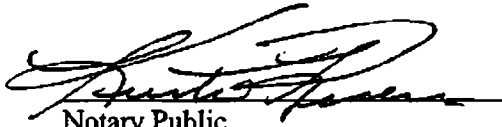
DATED, this 24th day of August, 2023.


Signature
Tanya Smith
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 24 day of August, 2023 before me personally appeared Tanya Smith, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 25 / 38 in the Rio de Si6n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si6n:

FOR AGAINST

DATED, this 10 day of NOV, 2023.

Henry Moyle
Signature

Hank moyle Family Trust, Henry D. Moyle, Jr., TR.
Printed Name

State of Utah)

ss.

County of Washington)

On this 10 day of NOV, 2023, before me personally appeared Henry Moyle, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Henry Moyle
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 28 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR [] AGAINST

DATED, this 10th day of November, 2023.

Ch R

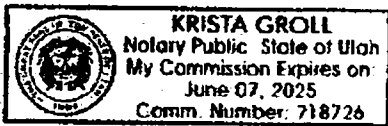
Signature

Christopher Roach

Printed Name

State of Utah)
 Davis : ss.
County of Washington)

On this 10th day of November, 2023 before me personally appeared Christopher M. Roach, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Krista R. Groll

Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 29 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

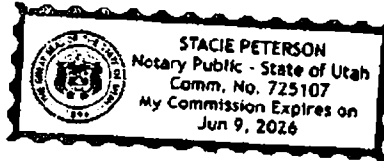
FOR AGAINST

DATED, this 10 day of NOVEMBER, 20 2023

Steve D. Phelps
Signature

STEVE D. PHELPS
Printed Name

State of Utah)
: ss.
County of Washington)



On this 10 day of November, 2023 before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Stacie Peterson
Notary Public

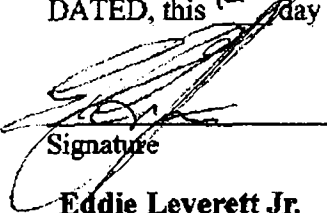
CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 33 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR [] AGAINST

DATED, this 12th day of JUNE, 2023.

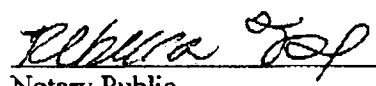


Signature
Eddie Leverett Jr.

Printed Name

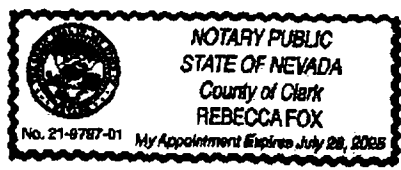
Nevada
State of ~~Utah~~ Nevada)
Clark : ss.
County of ~~Washington~~ Clark)

On this 12th day of JUNE, 2023, before me personally appeared Eddie Leverett Jr, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Notary Public

RECEIVED
JUN 19 2023



BY:

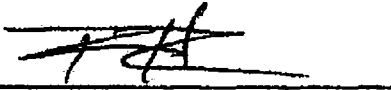
CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) # 37 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR AGAINST

DATED, this 13th day of November, 2023.

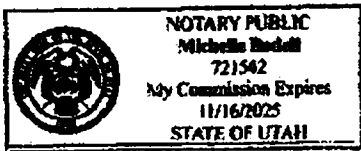


Signature

Thomas H. King
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13th day of November, 2023 before me personally appeared Thomas H. King, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Michelle Rodolf
Notary Public

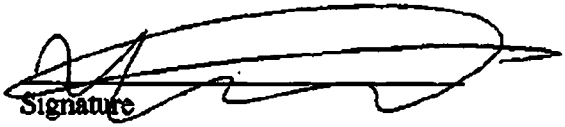
CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 39 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR [] AGAINST

DATED, this 11th day of November, 2023.

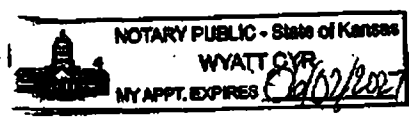

Signature

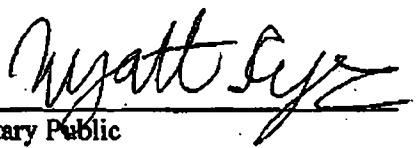
Yiran Zhu
Printed Name

State of Kansas)
~~Utah~~)

County of Washington)
Riley (NC))

On this 11th day of November, 2023 before me personally appeared Yiran Zhu, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.




Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 41 in the Rio de Si6n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si6n:

FOR AGAINST

DATED, this 13 day of November, 2023.

[Signature]

Signature
Luke Godfrey

Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13 day of November, 2023, before me personally appeared Luke Godfrey, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]

Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) Tammy Clay #2 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

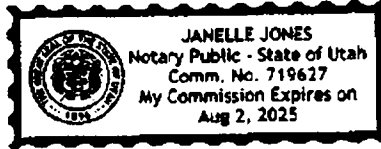
FOR

AGAINST

DATED, this 10th day of November, 2023.

Tammy Clay
Signature
Tammy Clay
Printed Name

State of Utah)
: ss.
County of Washington)



On this 10th day of November, 2023, before me personally appeared Tammy Clay, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Janelle Jones
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 44 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR [] AGAINST

DATED, this 13 day of November, 2023.

[Signature]
Signature

TIM VALDEZ
Printed Name

State of ~~Utah~~ TEXAS)
: ss.
County of ~~Washington~~ DALLAS

On this 13 day of November, 2023, before me personally appeared Tim Valdez, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 47 KURT SCHERBAUM in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

[] FOR AGAINST

DATED, this 28th day of June, 2023.

Kurt Scherbaum (THE SCHERBAUM FAMILY LIVING TRUST)
Signature

KURT SCHERBAUM
Printed Name

State of Utah)
: ss.
County of Washington)

On this 28 day of June, 2023, before me personally appeared Kurt Scherbaum, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

[Signature]
Notary Public

RECEIVED
JUL 04 2023

BY:

 KRYSTAL PERCIVAL
Notary Public, State of Utah
Commission # 714313
My Commission Expires On
September 28, 2024

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 48 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

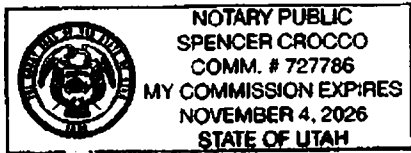
DATED, this 11 day of July, 2023.

Nanette Wood
Signature

Nanette Wood
Printed Name

State of Utah)
: ss.
County of Washington)

On this 11 day of July, 2023, before me personally appeared Nanette Wood, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION


I, the Owner of Lot(s) 49 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR

AGAINST

DATED, this ___ day of _____, 20__.

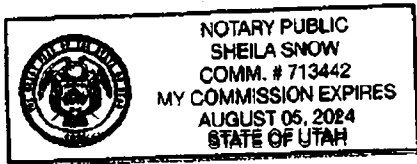


Signature

David R. DOMINGUEZ
Printed Name

State of Utah)
: ss.
County of Washington)

On this 13 day of November, 2023, before me personally appeared David R. DOMINGUEZ, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.





Notary Public

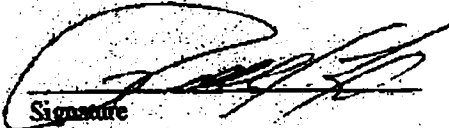
CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 55 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR AGAINST

DATED, this 13 day of NOVEMBER, 2023.


Signature

RANDALL S. FOX
Printed Name

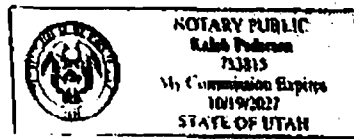
State of Utah)

: ss.

County of Washington)

On this 13 day of November, 2023, before me personally appeared RANDALL FOX, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.


Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 59 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

FOR AGAINST

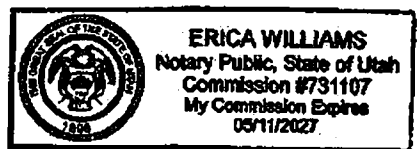
DATED, this 13th day of November, 20 23

[Signature]
Signature
Sam Hansen
Printed Name

State of Utah)
 : ss.
County of ~~Washington~~ DAVIS

On this 13 day of November, 2023 before me personally appeared Samuel Hansen, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

[Signature]
Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 61 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR AGAINST

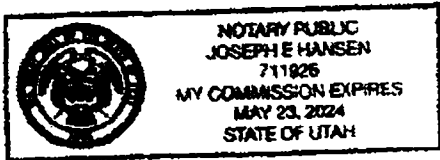
DATED, this 13 day of November, 2023.

Angela Ovard
Signature

Angela Ovard
Printed Name

State of Utah)
 : ss.
County of Washington)

On this 13 day of November, 2023, before me personally appeared Angela Ovard, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



Joseph E Hansen
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lots 62 in the Rio de Sion Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sion:

FOR AGAINST

DATED, this 13th day of November, 2023

Julius Arano, Manager for Siumu LLC
Signature

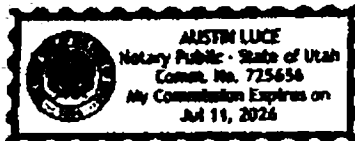
Julius Arano, Manager for Siumu LLC
Printed Name

State of Utah)

: ss.

County of Washington)

On this 13th day of November, 2023 before me personally appeared Julius Arano, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.



[Signature]
Notary Public

CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 63 in the Rio de Sión Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Sión:

FOR AGAINST

DATED, this 17th day of November, 2023.

Chad McAllister

Signature

Chad McAllister

Printed Name

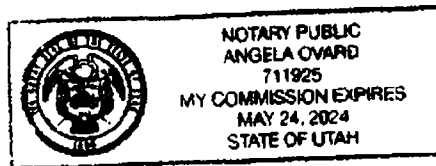
State of Utah)

: ss.

County of Washington)

On this 17 day of November, 2023, before me personally appeared Chad McAllister, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.

Angela Ovard
Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 64 in the Rio de Si6n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si6n:

FOR AGAINST

DATED this 13 day of November, 2023

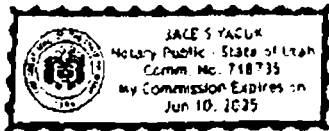
William George Cubbreath
Signature

William George Cubbreath
Printed Name

State of Utah)

County of Washington)

On this 13 day of November, 2023, before me personally appeared William Cubbreath whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose



Jace S Yacuk
Notary Public


CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 65, 66, 67 in the Rio de Si3n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si3n:

[] FOR [] AGAINST

DATED, this 24 day of August, 2023.


Signature
Richard L. Kimball manager
Printed Name
Richard L. Kimball, Railside L.L.C

State of Utah)
 : ss.
County of Washington)

On this 24 day of August, 2023 before me personally appeared Richard L. Kimball, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he/she executed the document for its stated purpose.


Notary Public



CONSENT RE: AMENDED AND RESTATED DECLARATION

I, the Owner of Lot(s) 68 in the Rio de Si6n Homeowners Association, Inc. (the "Association") hereby cast my vote as follows and consent to this Consent being recorded with the Amended and Restated Declaration, thereby evidencing the required votes needed:

Amended and Restated Declaration of Covenants, Conditions, Easements, and Protective Covenants of Rio de Si6n:

FOR [] AGAINST

DATED, this 13th day of November, 2023.



Signature

Jesse Kimball
Printed Name

California)
State of ~~Utah~~)
Riversides.)
County of Washington)



On this 13th day of November, 2023, before me personally appeared Jesse Kimball, whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this foregoing Amended and Restated Declaration who duly acknowledged before me that he executed the document for its stated purpose.


Notary Public
Angela Belfiore