

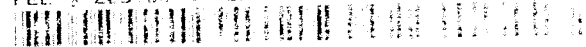
ENTRY NO 00149028

09/02/2010 01:28:00 PM D 0054 P 0304

Amended CC & R'S PAGE 1 / 51

VERJEAN CARUSO K&W CON. REC'D REC'D

FEE \$ 209.00 BY QUARTER CIRCLE H RANCH



D-121-H Ranch
12/1/10
0.121/10

QUARTER CIRCLE H RANCH

A SUBDIVISION IN ORDERVILLE, UTAH

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS REVISED AND AMENDED


Revised and Amended on: July 1, 2010

INDEX

RECITALS..... Page 1

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Definitions.....	2
II.	The Association.....	5
III.	Description of Property.....	12
IV.	Membership and Voting Rights.....	13
V.	Property Rights in Common Areas.....	14
VI.	Building Restrictions.....	17
VII.	Use Restrictions.....	20
VIII.	Design Controls.....	25
IX.	Finances and Operations.....	32
X.	General Provisions.....	34
	Exhibit "A" Boundary Description for Phase I and Phase II.....	44
	Exhibit "B" Expansion Description for Phase III.....	45
	Exhibit "C" Rules and Regulations of the Architectural Control Committee.....	46
	ACC Section "A" Construction and Site Plan Approval.....	46
	ACC Section "B" Course of Construction Conditions.....	51
	ACC Section "C" Refund or Forfeiture of Deposits.....	53
	ACC Section "D" Architectural Submittal Checklist.....	55
	ACC Section "E" Architectural Review Submittal Form.....	56
	ACC Section "F" Impacted Neighbor Statement.....	57
	ACC Section "G" Notice of Completion of Improvements..	58
	Buyer's Acknowledgement and Agreement.....	59

ENTRY NO. 00149023

09/02/2010 01:28:00 PM B-14-00-000000000000
 Amended CC & R'S PAGE 2 (1)
 VERJEAN CARISO, FANE COUNTY, ARIZONA
 FEE \$ 200.00 BY QUARTER CIR. 1/1/14


**QUARTER CIRCLE H RANCH
A SUBDIVISION IN ORDEerville, UTAH
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This declaration is made and executed this 1st day of July, 2009 by Quarter Circle H Ranch, LLC, and the Declarant (hereinafter referred to as "Declarant" or "Developer".

RECITALS

WHEREAS, the undersigned Developer owns that real property located in the Town of Orderville, Kane County, State of Utah, identified as QUARTER CIRCLE H RANCH HOMESITES, such property being more particularly described in Exhibit "A" hereto, which Exhibit is, by reference, incorporated herein as if set forth in full. That real property (together with such other properties as may be properly annexed thereto in conformance with the requirements set forth in this Declaration) is hereinafter referred to as the "Property".

WHEREAS, the Undersigned Developer owns other real property located in the vicinity of the Property and the other real properties, together with the Property (and together with certain other properties as may revert to Developer and/or the other Owners thereof as provided in this Declaration), are later described herein and are collectively referred to as the "Project".

WHEREAS, the Project is an area of natural beauty containing distinctive features of the Utah landscape, and the Developer desires to create on the Property a **natural log and timber home residential community**, in a manner, which to the extent practicable, is compatible with the ecology of the land and which, enhances its value to its Owners. This project shall be developed with certain Common areas for the benefit of the Development and the Owners of the Lots therein.

WHEREAS, the Project, if developed as currently planned, shall contain single-family residential dwelling units. Currently planned recreational facilities in the Project consist of unspecified Hiking Trails. Notwithstanding anything in this Declaration, Developer does not have and will not have any express or implied obligation to develop any portion of the Project, and Developer has not made, and hereby does not make any express or implied warranties, representations, assurances or promises that it will develop or require the development of all or any portion of the Project or that any such development will conform to present plans, but any development that does take place will be in accordance with plans approved by the Town of Orderville.

ENTRY NO. 00119023
09/02/2010 01:28:00 PM
Amended CC & R's PAGE 1 / 01
CLERK OF COURSE - KANE COUNTY
FEE \$ 200.00 BY QUARTER CIRCLE H RANCH, LLC
JUL 1 2010

WHEREAS, the Developer deems it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Developer, in conjunction with recordation of this Declaration, is facilitating and assisting in the formation of the Quarter Circle H Ranch Homeowners Association, a Utah *not for profit* corporation (hereinafter referred to as the "Association").

WHEREAS, the Developer shall cause such property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, the Developer hereby declares that all of the Property (and any additions thereto as hereinafter provided) shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for maintenance of the Common areas. Those covenants, conditions and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each such party.

SECTION I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "Recitals") the following terms shall have the meaning indicated.

Architectural Control Committee shall mean the committee is elected by the "Association". The committee is to provide assistance in establishing and enforcing community standards in the realm of the association's architectural scheme. This committee also is to produce a set of standards for things that are not explicitly defined in the Covenants and Deed Restrictions.

1. Architectural Control Committee shall mean the committee elected by the "Association". The Committee is to provide assistance in establishing and enforcing community standards in the realm of the association's architectural scheme. This committee, also, is to produce a set of standards for areas pertaining to the subdivision, which are not, explicitly, defined in these Covenants, Conditions, and Restrictions.
2. Articles and By-Laws shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.
3. Association shall mean and refer to the Quarter Circle H Ranch Homeowners Association, a Utah not for profit Corporation, and its successors and assigns.

ENTRY NO 00149028
09/02/2014 01:20 PM B 2 008 P 0697
Amended LC 2 R/S PAGE 4 01
VERIFIED BY: [illegible]
FEE \$ 109.00 BY: QUARTER CIRCLE H RANCH
[illegible]

4. The Board shall mean and refer to the Board of Directors of the Quarter Circle H Ranch Homeowners Association.
5. Common Areas shall mean and refer to that portion of the property which is not included within the Lots, including all roads, improvements, and hiking trails, other than utility lines now or hereafter constructed or located thereon.
6. Declarant and Developer (these terms hereinafter may be used interchangeably) shall mean and refer to Quarter Circle H Ranch, LLC, a Nevada limited liability company, its successors in any merger, consolidation or liquidation and (to the extent, but only to the extent provided in any written assignment of rights by Declarant and assumption of obligations by the assignee) its assigns, or with any successor or assign to whom all or substantially all of its interest in the development of the Property is conveyed.
7. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof (and in particular in accordance with the provisions in Section X, Article 8 of this Declaration) concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.
8. Development shall mean and refer to the Quarter Circle H Ranch Homesites created by this Declaration, as it exists at any given time.
9. Director shall mean a member of the Board of Directors.
10. Founders Lots shall mean and pertain to the first 20 lots *Reserved and subsequently purchased with full settlement of the contract and conveyance of title* on any said lots in the Quarter Circle H Ranch subdivision.
11. Guest (of an Owner or Resident) shall mean any employee, tenant, guest (whether or not for hire), or invitee of such Owner or Resident, including any transient guest.
12. Insurer or Guarantor shall mean a private or governmental mortgage insurer or guarantor, which has insured or guaranteed a *First Mortgage*.
13. Landscape Plan shall mean the overall landscape plan for the property as a natural landscape project and as promulgated by the Developer and further detailed and administered by the Architectural Control Committee.
14. Living Unit shall mean and refer to a structure, which is designed and intended for use and occupancy as a single-family residence, together with

ENTRY NO 00149023
09/02/2019 11:29 AM CHB
Amended CC & R's PAGE 5 of 11
VERDEAN, ARIZONA
FEE \$ 209.00
RECORDED

all improvements located on the Lot concerned, which are used in conjunction with such residence.

15. Lot shall mean and refer to any of the separately numbered and individually described plots of land shown as Phase I and Phase II of the Plats. Upon recordation of Supplementary Declaration(s), as provided for in Section X, Article 8 of this Declaration, Lot shall include the separately numbered and individually described plots of land shown in the additional Phases of the Plat.
16. Member shall mean and refer to every person who holds membership in the Association.
17. Mortgagee shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust.
18. Officer shall mean an officer of the Association.
19. Owner shall mean and refer to a trust, entity, or person(s) who is the Owner of record (in the office of the County Recorder of Kane County, Utah) of a fee simple or an undivided fee interest in a Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
20. Phase III Land shall mean and refer to that portion of the Plat designated as "Boundary Description - Phase III" and also set forth in Exhibit "B" attached hereto and made a part hereof, which sets forth the property upon which Developer may expand the project in one or more phases.
21. Plat shall mean and refer to the Phase I or Phase II portions of the Plat of the Quarter Circle H Ranch Homesites consisting of 2 pages, executed and acknowledged by Developer, prepared and certified by Brian Zitting, a registered Utah Land Surveyor, and recorded in the office of the County Recorder of Kane County, Utah, concurrently herewith, also as the same may hereafter be modified, amended, supplemented or expanded in accordance with the provisions in Section X, Article 8 of this Declaration, concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development as herein provided.
22. Primary Designee shall mean an individual person designated by Owner, when the Owner(s) consist of Multiple Persons, a Trust, or an Entity. The Primary Designee shall have all voting privileges as the designated person for the Owner.

ENTRY NO. 200143028
09/02/2010 01:23:00 PM R-0143028
Amended CC & R's PAGE 6 61
VERJEN CAPRICI KENT, 00000000000000000000
FEE \$ 209.00 BY QUARTER CIRCLE H RANCH
KANE COUNTY, UTAH

23. Project shall mean that area of real property which is covered by the Phase I and Phase II Plats, descriptions of which are stated in Exhibit "A" of this Declaration and such portions of land which may be annexed to the Development as provided for in Section X, Article 8 of this Declaration.
24. Property shall mean and refer to all of the real property, which is covered by the Phase I and Phase II Plats, descriptions of which are stated in Exhibit "A" of this Declaration.
25. Resident shall mean any person who physically resides in a Living Unit, so long as said person is so residing.
26. Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of this Declaration to all or any portion of lands as provided for in Section X, Article 8 of this Declaration and may contain such complementary or amended provisions for such additional land as are herein required by the Declaration.
27. Tenant shall mean any person or persons who occupy, inhabit, or use an Owners Living Unit on a temporary or permanent basis. Whether such person or persons pay rent or lease payments to the Owner is in-material in determining whether such person or persons constitute a Tenant status in the Homeowners Association.
28. Unit Estate shall mean all of the components of ownership held by an Owner of a Living Unit or Lot, including any fee title interest, any undivided interest in Common area, any right to use Common area and any easement rights.
29. Yard Area shall mean and refer to the landscaped area adjacent to a Homeowner's Living Unit as governed by the "Rules and Regulations of the Architectural Control Committee (Exhibit "C")".

SECTION II. THE ASSOCIATION

1. **General Purposes and Powers:** The Quarter Circle H Ranch Homeowners Association has been or will be incorporated as the Association to which reference is made in this Declaration. Upon dissolution of the Association, the Assets of the Association shall be disposed of as set forth in the Association's Articles of Incorporation or By-Laws.
2. **Membership:** Each Owner, by virtue of being an Owner and only so long as a trust, entity, or person(s) is an Owner, shall be a Member of the

ENTRY NO 00114072
09/02/2010 11:20 AM
Amended CC & R S PAGE 17/18
VERJAN COPY 50
FEE \$ 209.00
UNRECORDED

Association. The Association incorporators and Declarant (Developer) shall also be Members of the Association.

3. **Board of Directors:** The affairs of the Association shall be managed by and (unless otherwise expressly provided herein or in the Articles of Incorporation or By-laws of the Association) undertaken through actions of the Board, which may by resolution delegate any portion of its authority permitted by law to an Architectural Control Committee. The number and qualifications of Directors and their terms of office shall be as provided in the Articles of Incorporation and By-laws of the Association.
4. **Articles and By-laws:** The purpose and powers of the Association and rights and obligations of Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Articles of Incorporation and By-laws of the Association, including any reasonable provisions with respect to corporate matters. However, in the event that any such provision may be at any time inconsistent with any provision of this Declaration, the provision of this Declaration shall govern.
5. **Annual Meeting:** An annual meeting shall be held at which meeting the annual budget shall be presented for approval and Association Board Members shall be elected. Such budget approval and election of Board Members shall be by a majority of votes cast in person or by proxy at the annual meeting. All Owners will be given thirty (30) days written notice of such annual meeting. The Members present in person or by proxy at such annual meeting shall constitute a quorum. Those members present or represented by proxy can continue to do business as a quorum until adjournment.
6. **Notification of Transfer:** Each Owner shall within ten (10) days of any sale, transfer or conveyance of a fee interest in the Owner's Unit Estate, notify the Association of such sale, transfer or conveyance. The Association shall assess a \$100 fee to the successor Owner to change the Homeowner Association records reflecting the new Owner of the Unit Estate. Such fee may be increased from time to time by the Board of Directors, as necessary, to reflect increased cost of administration.
7. **Maintenance, Repair, and Replacement Obligations and Rights:** Declarant, on behalf of itself and all future Owners, hereby covenants and agrees, and all Owners, by accepting title to Unit Estates or any interests therein, whether or not it shall be expressed in any deed or other instrument conveying title, shall be deemed to covenant to keep Common area, Entry areas, other Landscape areas and Project amenities in good, neat, clean, healthy, attractive and (when applicable) operating condition and to replace Project amenities when necessary, appropriate or advisable, all at their collective cost and expense, by having the Association so repair, maintain,

replace and (when applicable) operate the same in conformance (when applicable) with the Landscape Plan.

Should any Lot Owner fail to timely complete development of a private landscape area as required by any applicable Lot Declaration, and should such Lot Owner either (i) fail to commence said development or (ii) diligently pursue completion of said development within thirty (30) days following written demand therefore from the Board conforming with the requirements set forth in the last paragraph of this Article, the Board shall have the option (but not the obligation), upon the affirmative vote of at least two-thirds (2/3) of the Directors, of having the Association develop or complete development of the private landscape area as contemplated in the Lot Declaration at the cost and expense of the Lot Owner.

Should any Lot Owner fail to keep and maintain any Lot wall, lighting system, landscaping, landscape irrigation system or other improvement which is located in any private landscape area in a good, neat, clean, healthy, attractive and (when applicable) operating condition, in conformance with the Landscape Plan and the site plans, specifications and materials approved by the Board pursuant to this Declaration, and in conformance with the Lot Owner's obligations under any applicable Lot Declaration, and should such failure continue for a period of ten (10) days following written demand from the Board conforming with the requirements set forth in the last paragraph of this Article and demanding that such failure be cured within said 10 days, the Board shall have the option (but not the obligation), upon the affirmative vote of at least two-thirds (2/3) of the Directors, of having the Association repair, maintain and replace the same at the cost and expense of the Lot Owner.

Should any Lot Owner fail to supply such water and electric power as may be required to automatically irrigate landscaping located or to be located within, and operate lighting systems located or to be located within any private landscape area in conformance with its obligations under any applicable Lot Declaration, and should such failure continue for a period of 10 days following written demand from the Board conforming with the requirements set forth in the last paragraph of this Article and demanding that such failure be cured within said 10 days, the Board shall have the option (but not the obligation), upon the affirmative vote of at least two-thirds (2/3) of the Directors, of having the Association install, construct, place and use conduit lines, wires, transformers, water lines, lighting systems, irrigation systems, meters and other facilities and appurtenances in the private landscape area at the cost and expense of the Lot Owner in order to provide water and electric power to said private landscape area and to thereafter supply such water and electric power at the cost and expense of the Lot Owner as may be required to automatically irrigate such landscaping and operate such lighting systems.

ENTRY NO. 001491022
09/02/2010 01:28:00 PM
Amended CC & R's Plan
VERIFIED BY: [illegible]
FEE \$ 209.00 IN FULL
[illegible]

Any written demand provided for in this Section shall be given in the manner set forth in this Declaration; shall specifically make reference to the Section of the applicable Lot Declaration requiring the demanded performance; and shall state that failure to timely perform within the applicable cure period (which shall also be specifically noted) shall result in the Association being empowered to cure such failure at the cost and expense of the Lot Owner.

8. **Labor and Services:** The Board, on behalf of the Association, may obtain and pay for the services of a person or entity to manage Association affairs, or any part thereof, to the extent the Board deems advisable, as well as the services of such other personnel and entities, including independent contractors, as the Board shall determine to be necessary or desirable for the proper performance, by the Association, of its obligations and functions, whether such personnel are employed directly by the Association or by an independent contractor. Any professional management contract entered into while Class B voting rights are in effect shall be terminable by the Association without cause and without penalty on sixty (60) days' notice at any time after the termination of Class B voting rights. The Association shall have no authority to enter into a professional management contract, which is inconsistent with the foregoing sentence, and Declarant covenants not to directly or indirectly bind the Association to a contract inconsistent herewith.
9. **Association Functions:** The Association may undertake or contract for any lawful activity, function or service for the benefit of the Owners. In addition to the Assessments described herein, all costs and expenses of activities, functions or services undertaken by the Association for the benefit of fewer than all of the Owners (including but which do not benefit every Unit Estate) may, at the discretion of the Board, be added to the Assessments assessed to the Owners benefited thereby and their respective Unit Estates and shall be enforceable and collectible as Assessments in accordance with the provisions of this document. The Association shall obtain from applicable governmental authorities any permits and licenses necessary or appropriate to carry out its functions hereunder. The activities, functions or services undertaken or contracted for by the Association may, but need not necessarily include, without limiting the foregoing, the providing of legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of this Declaration; the providing of electric and water service to the Common area, Entry areas and other Landscape areas; and the enforcement of all rights granted to the Association in any lease, easement or other instrument, including this Declaration and any Lot Declaration.

The Board shall have the right to adopt, promulgate, impose, amend and revise reasonable Association rules and restrictions for the use of Common area and Project amenities. Such rules and restrictions may, but need not

ENTRY NO. 0014302-3
09/02/2018 01:28:00 PM
Amended CC & R'S PAGE 11
VERJEN GARIBO - KAL
FEE \$ 203.00 BY QUARTERLY
UNITS IN UNIT 1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3

necessarily include the imposition of reasonable conditions for the use of Common area and Project amenities and reasonable time restrictions for the use thereof.

10. **Enforcement of Restrictions and Obligations:** The Association, at the discretion of, and by action of the Board, shall have the right to enforce the obligations of any Owner or Resident under this Declaration or any provision of the Association's Articles of Incorporation or By-laws by assessing a reasonable fine against such Owner or Resident, suspending the right of such Owner to vote on matters which are the subject of this Declaration at Association meetings, in the case of, but only in the case of an Owner's failure to pay assessments or to abide by Association rules and restrictions for the use of Common area and Project amenities by suspending the rights of the Owner or Resident (and any Guest or Tenant of such Owner or Resident) to use any Common area or Project amenity; provided, however, that such voting and/or use suspension may not be imposed for a period longer than thirty (30) days per violation; but further provided that if any such violation continues for a period of ten (10) days after notice of such violation has been given to such Owner or Resident, such continuing violation shall be deemed to be a new violation and shall be subject to the imposition of new penalties.

If any such fine imposed on an Owner or Resident by the Association is not paid by said Owner or Resident within thirty (30) days after written notice of the imposition of such fine, then the amount of such fine shall be added to the amount of the Assessments charged to the Unit Estate of said Owner or Resident and shall be enforceable and collectible as an Assessment in accordance with the provisions of Section IX of this Declaration.

No penalty may be imposed under this Section until the Owner or Resident cited for such violation has been afforded the right to be heard in person, by submission of a written statement, or through a representative at a meeting of the Board. Should the Board believe grounds may exist for any such penalty or suspension, the Board shall give the Owner or Resident believed to be in violation at least fifteen (15) days prior written notice of the intended penalty or suspension and the reasons therefore of such intended penalty or suspension. The Owner or Resident shall be given an opportunity to be heard before the Board either orally or in writing, no fewer than five (5) days before the effective dates of the penalty or suspension. No suspension of the use of any Common area or Project amenity shall affect the rights of any Owner or Resident to access the Owner's or Resident's Lot.

The Association, Declarant and any Owner may also take judicial action against any Owner or Resident to enforce or enjoin compliance with this Declaration, to enjoin non-compliance with this Declaration or to obtain damages for non-compliance, all to the extent permitted at law or in equity.

ENTRY NO 04649028
09/02/2014 at 28:00 PM P. 1714
Amended CC & R's PAGE 11 of 11
FEE \$ 209.00 BY DEPOSIT OF \$ 209.00

Should any Resident violate any provision of this Declaration, such violation shall also be considered and treated as a violation by the Owner of the Unit in which the Resident resides. Likewise, should any Guest or Tenant of any Owner or Resident violate any provision of this Declaration, such violation shall also be considered and treated as a violation of the Owner or Resident of the Lot in which the Resident, Guest, or Tenant resides.

11. **Right of Entry:** Subject to the provisions of the Association, its employees, agents, and contractors shall have the right, after hand delivering written notice to any Resident thereon not less than twenty-four (24) hours in advance, or after mailing notice not less than seventy-two (72) hours in advance, to enter upon any Lot for the purpose of enforcing any provision of this Declaration and/or performing any work which the Association is obligated, permitted or authorized to perform pursuant to the terms of this Declaration; provided, however, that no such notice need be given for entry upon a Lot to perform any of the functions which the Association is obligated to perform pursuant to the provisions of Section II, Article 7. In addition, the Association, its employees and contractors shall have such rights of entry upon Lots as may be granted, given and permitted under any Lot Declaration of record with respect to said Lot, upon such notice and for such purposes as may be set forth in Section II, Article 7 and in the applicable Lot Declaration.
12. **Implied Rights:** The Association, by action of the Board, shall have and may exercise any right or privilege given to it expressly by this Declaration, or any Lot Declaration, or reasonably to be implied from the provisions of this Declaration or any Lot Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.
13. **Limitation on Rights:** The Association shall not take any of the following actions except with the prior affirmative votes equal to at least FIFTY-ONE PER CENT (51%) of the total voting power of the Members of the Association:
 - (a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one year, except (i) a contract with a public utility company if the rates charged for the materials or services are regulated by the Utah Public Service Commission or any successor regulating agency (provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate), (ii) contracts for casualty and/or liability insurance policies which do not exceed three (3) years duration.

ENTRY NO 00149713
09/02/2010 11:27:00 AM
Amended CC & R S PAGE 12 OF 61
VERIFIED FOR ENTRY BY [illegible]
FEE \$ 200.00 BY 09/02/2010 11:27:00 AM
[illegible]

- (b) Paying compensation to Directors or Officers for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or Officer to be reimbursed for expenses incurred in carrying on the business of the Association.

14. **Rights within Areas:** The Board shall have the right to grant permits and licenses as respects Association easements in private Landscape areas and Entry areas for purposes relating to the performance of Association obligations and permitted actions set forth in Section II, Article 7 and for purposes benefiting the Property. In addition, the Board shall have the right to grant permits, licenses and easements in Common area for utilities, roads and other purposes benefiting the Property and/or the Owners and for driveways, hiking trails, and walkways for the benefit of Lots adjoining Common area. In addition, the Board shall have the right to dedicate, convey or otherwise transfer fee title to all or portions of the Common area to any public agency, authority or utility so long as the instrument of dedication, conveyance or transfer is approved by affirmative vote of fifty-one percent (51%) of all votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose; provided, however, that an instrument of dedication, conveyance or transfer given in lieu of threatened condemnation may be executed by Officers duly authorized by the Board.
15. **Right to Encumber Common Area:** The Association shall have the right, subject to such procedures and restrictions as may be set forth in its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving Common area and repairing, replacing and supplementing any Project amenities. Further the Association shall have the right to secure the repayment of any such borrowed money by encumbering the Common area, any Project amenities located thereon and/or any personal property owned by the Association so long as, but only so long as such encumbrance has been approved by Owners casting affirmative votes equal to at least fifty-one Percent (51%) of the voting power of each class of voting rights then in existence.
16. **Right to Restrict Access:** The Board shall have the right to restrict access to and use of Common area and any Project amenities or personal property located thereon for purposes of performing any obligation or authorized act of the Association set forth in this Declaration or for purposes of exercising any right of the Association set forth in this Declaration. Any such restrictions shall be reasonable in scope and duration. No such restrictions shall restrict the rights of an Owner or Resident to ingress to, and egress from, their Lot.

ENTRY NO 00149028
09/02/2010 01:26:07 PM
Amended CC & R's Page 13 of 61
VERIFIED BY SCOTT L. HARRIS
FEE \$ 200.00
RECEIVED

SECTION III. DESCRIPTION OF PROPERTY

The property which is initially associated with the Development and which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the real property situated in Kane County, State of Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. That portion of the legal description of Exhibit "A", which is labeled "less and excepting", or as also may be designated on the Plat as "Not Part of Plat" is property retained by Developer and not subject to the terms of this Declaration. With respect to this excluded property, and the property outside of the Subdivision which is accessed by *Cottonwood Lane, Sunflower Drive, Cedar Drive, Scrub Oak Drive, Sugar Knoll Drive, Coal Hollow Circle, Vermillion Drive, Red Cave Circle, Cove View Circle, or White Cliffs Drive*, as set forth on the Phase I and Phase II plats, Developer reserves full rights of ingress and egress for itself, its successors or assigns, or for the benefit of any permitted user of this excluded property. Developer further reserves the right to use any and all utilities, without further charge from the Owners Association. The Developer together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcels of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements are complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipe, line, cable, wire, utility line, or similar facility.

FURTHER RESESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer or for any assignee or successor of Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration):

- i) To construct and complete the improvements as Developer deems to be appropriate, and to do all things reasonably necessary or proper in connection therewith;

ENTRY NO 00149028
09/02/2010 01:28:00 PM B. J. GILBERT
Amended CC & R's, PAGE 14 OF 51
GILBERT, CAROLYN L. & JAMES L. JR.
FEE \$ 209.00 BY QUARTERLY PAYMENTS

- ii) To construct and complete on the Phase III Land or any portion thereof such improvements as Developer or said assignee or successor shall determine to build in its sole discretion;
- iii) To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners or Developer or as such assignee or successor may reasonably determine to be appropriate.

If, pursuant to the foregoing *further reservations*, the above-described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Kane County, Utah.

SECTION IV. MEMBERSHIP AND VOTING RIGHTS

1. **Membership:** Every Owner shall be a Member of the Association. Membership in the association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it pertains.
2. **Multiple Ownership Interests:** In the event there is more than one Owner of a particular Lot or the Owner of a Lot is a Trust or an Entity, the vote relating to such Lot shall be exercised by the Primary Designee. A vote cast at any Association meeting by the Primary Designee, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned.
3. **Voting Rights:** The Association shall have the following described two classes of voting membership:

Class A: Class A Members shall be all the Owners other than the Developer. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

ENTRY NO 001450224
03/02/2010 01:28:00 P. 01
APPENDED CC & R S PAGE 11 01
VERSION 00000000000000000000
FEE \$ 209.00 F. 00000000000000000000

i) When the total number of votes held by all Class A members equals the total number of votes held by the Class B members.

ii) The expiration of fifteen (15) years after the first Lot is conveyed.

4. **Suspension of Voting Rights:** Voting rights of Members relative to matters which are the subject of this Declaration shall be subject to suspension for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association.

SECTION V. PROPERTY RIGHTS IN COMMON AREAS

1. **Property Ownership:** The property is divided into two classifications of ownership:

A. **Private:** The Lot areas as defined on the subdivision plat.

B. **Common:** All lands as shown on Exhibit "A", attached hereto, or any lands attributed or designated as Exhibit "B" for future development, less and excepting the numbered Lots and as shown on the subdivision plat for Phase I, Phase II, and Phase III. The Common areas are lands owned by the Homeowners Association and are dedicated as Common space for the enjoyment of all Owners and, as such, shall be maintained as *natural landscape* or *roadways* as contemplated herein. The Common areas are not subject to partition on petition of any Owner, but are owned by the Homeowners Association. The Developer shall deed the Common areas to the Quarter Circle H Ranch Homeowners Association.

An easement is hereby granted to the Town of Orderville, Utah and any other governmental entity or quasi government body having jurisdiction of the property to access and to have the right of ingress and egress over and across open spaces and Common areas within the property for purposes of providing police, fire protection, ambulance and other similar services.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not change the direction or flow of water through drainage channels in the easements. The Owner of the Lot, except for those improvements for which a public authority, utility, or the

ENTRY NO. 091150026
09/02/2010 01:28:00 PM
Amended CC & R'S PAGE 11
VERSION 09/02/2010 PM 01:28
FEE \$ 20.00 PLAT NUMBER
SUBMITTED TO THE COUNTY CLERK

Association is responsible, shall maintain the easement area of each Lot and all improvements in it continuously.

Easements for walking/hiking trails are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may *not* be placed or permitted to remain within such easements whereby such plants or other materials would restrict or obstruct the normal use of such designated walking/hiking trails. The Association shall be responsible to maintain the easement area for all walking/hiking trails.

A driveway from a Lot or Lots (in the case of a common driveway between the Lots of two Lot Owners) that connects with a Common street is for the exclusive use of the Owner(s) of the Lot(s) and is not considered a Common roadway of the Subdivision.

Common roadways within the subdivision are private and not public but may, at a future date, be dedicated by the Association to an appropriate public entity, provided all liability for maintenance of the same is accepted by such entity.

2. **Easement of Enjoyment:** Each Member shall have a right and easement of use and enjoyment, including, but not limited to, the right of ingress and egress to and from his Lot, and in and to the Common areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may grant the use and enjoyment described herein to any resident, guest, tenant, lessee, or contract purchaser who resides on such Member's Lot.
3. **Forms For Conveyance:** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved, substantially, as follows:

"All of Lot _____ of Quarter Circle H Homesites, Phase I, (or Phase II as the case may be), according to the official plat thereof, subject to the Declaration of Conditions, Covenants, and Restrictions, as amended, (CC & R's), easements, rights of way, and like, all of which shall be on file in the office of the Kane County Recorder."

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

4. **Transfer of Title:** Developer agrees that it shall convey to the Association title to all Common areas of the Development, and Developer further agrees

ENTRY NO 00614902R
09/02/2010 01:26:30 PM
Amended CC & R's, P.A.E. 11-1-01
VERTICAL CURVE
FEE \$ 269.00 BY GROSSER & ASSOC., P.C.
HILLSIDE VILLAGE, L.L.C. & ASSOC., P.C.

that it will discharge all liens and encumbrances on said Common areas on or before the sale and closing of the last Lot in the Development.

5. **Limitation on Easement:** A Member's right and easement of use and enjoyment concerning the Common areas shall be subject to the following:

(a) The right of the Association to suspend a Member's right to the use of any amenities included in the Common areas for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common areas;

(c) The right of the Town of Orderville, the County of Kane, the State of Utah and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the Common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by fifty-one percent (51%) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

6. **Encroachments:** If any portion of a Living Unit or improvement constructed by Developer, or if any portion of a Living Unit reconstructed so as to substantially duplicate the Living Unit originally constructed by Developer, encroaches upon the Common areas or other Lots, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

7. **Damage to Common Areas:** To avoid damage to underground utilities, Owner must have consent of the Architectural Control Committee and local utility companies before digging or driving rods or stakes into the ground in

ENTRY NO. 00149028
09/02/2019 01:29 PM
Amended CC & LHS PAGE 1
VERIFIED BY: [illegible]
FEE \$ 209.00 BY QUARTER
[illegible]

Common areas. Owner shall bear the cost of repairs to any underground utilities damaged by Owner or any representative or agent of the Owner.

SECTION VI. BUILDING AND CONSTRUCTION RESTRICTIONS

1. **Building Restriction:** All Buildings shall be basically constructed from ***natural wood log, or wood timber, and rock material (or simulated rock material), which has been approved by the Architectural Control Committee.*** No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed the height indicated on the subdivision plat pertaining thereto, and one additional building ("accessory building") which may be used as a shop, garage, guest house or additional storage area. The accessory building shall not exceed 1500 square feet in accumulative outside square foot measurement of all floors (commonly referred to as the "*square footage*" of a structure), exclusive of porches, patios, and decks. The foundation of the accessory building shall begin within 30 feet of the foundation of the main dwelling structure of that particular Lot with the exception of Lots 54 and 71 which shall allow for the accessory building to be a greater distance from the main dwelling structure. The placement of any such accessory building on Lots 54 and 71 shall require prior approval by the ACC. Every dwelling shall have as a minimum a fully enclosed two-car garage, which if detached from the home shall constitute the accessory building.
2. **Fireplace and Chimneys:** All fireplaces and chimneys shall be installed in accordance with the manufacturer's specifications. Natural rock or cultured stone shall be used for the exterior construction of fireplaces and chimneys. Open fireplaces should be equipped with spark screens and all chimneys must be equipped with approved spark arrestors.
3. **Ground Disturbance:** The residence must be located within the Owner's Lot as described on the subdivision plat. The Owner, for landscaping purposes, may use the area within the Owner's Lot extending from the foundation of the Owner's home for up to 30 feet in each direction, and referred to hereinafter as the *Yard Area*, and, in no event, may the landscape extend beyond the Lot dimensions. Yard walls may also be placed in the Yard Area, but said yard walls must meet all requirements and restrictions of this declaration. Indigenous foliage may be planted on any part or portion of the Owners Lot. All utility lines from the street to the home shall be placed underground and located within the borders of the driveway or driveway right-of-way. Other than the foregoing and construction of a driveway, no disturbance of natural landscape or vegetation shall be permitted.

ENTRY NO 001450021
09/02/2010 01:29 PM P. 2
Amended CC & R's PROPOSED
PERIOD: 09/02/2010 - 09/02/2010
FEE \$ 209.00 BY QUARTERLY
09/02/2010 01:29 PM P. 2

4. **Temporary Structures:** No structure of a temporary character, whether it be a trailer, mobile home, recreation vehicle, camper, tent, shack, garage, barn, or other outbuilding be used on any Lot at any time as a residence either temporarily or permanently.
5. **Signs:** No attached or detached signs or displays identifying an Owner or a parcel shall be permitted unless the design and color has been submitted to and approved by the Architectural Control Committee, in writing, so as to assume a dignified and basically uniform appearance of all signs permitted within the development. No additional signage of any kind will be permitted, except, signs required by legal proceedings, temporary construction signs used by each builder as specified and approved by the Architectural Control Committee, and such directional signs, street or road signs as may be provided by Developer.
6. **Driveways and Parking:** All driveways, walkways, parking areas and other areas of similar nature shall be of such materials and in such colors as are approved by the Architectural Control Committee. They must be built in accordance with the approved plans and specification and completed within 90 days of completion of buildings or improvements erected upon the subject Lot.

approval prior to any tree removal or construction of said driveway. All such shared driveways shall remain as private driveways jointly owned by the respective adjoining lot owners.

12. **Solar Collectors:** No Solar Collector System or Solar Collector device shall be erected, constructed, placed or permitted to remain on the exterior of any Living Units or structures on the Lots in said Development, unless shielded from the view of others and approved by the Architectural Control Committee. All Solar Collector Systems and Solar Collector devices, within the Development, shall be subject to approval by the Architectural Control Committee, as to location and aesthetics.
13. **Propane Fuel Tanks (Storage):** All Propane Fuel Storage Tanks or Propane Fuel Storage Devices shall be placed and buried *underground*, on the Homeowner's Lot, with all appurtenances to such storage tank or storage device shielded from view of other Lots. The placement of said tanks or devices shall require prior approval by the Architectural Control Committee, as to location and aesthetics.
14. **Natural Gas:** Should Natural Gas become available as a public utility for the Subdivision, and the Homeowners Association adopts the natural gas public utility service as the mode of gas service for the Homeowners Association, then all Homeowners shall be required to pay their proportionate share of the Homeowners Association's expense of providing appropriate natural gas utility lines for the Development.
15. **Time Limit on Commencement of Construction:** Construction of the Residence on the Lot shall commence not later than sixty (60) months after the initial conveyance of title from the Developer to Lot Owner, except for *Founders Lots and Lot Owners who purchased their Lot prior to July 31, 2009. This period of sixty (60) months shall be binding upon subsequent purchasers of any Lot, and shall run from the initial conveyance of the lot* from the Developer and shall not be extended without the written consent of the Developer or its designee. If construction is not commenced within sixty (60) months after the initial conveyance of title from the Developer, then Developer shall have the right, at its option, to repurchase the Lot from the Lot Owner for the original price Lot Owner paid to Developer, less twenty (20) percent of the total original purchase price paid by the original Owner. Developer may exercise this option at any time after the expiration of sixty (60) months from the date of the initial conveyance of title from the Developer, so long as construction has not been commenced.

Special Provision for Founders Lots: Founders Lots shall be exempt from the "*Time Limit on Commencement of Construction*", as provided in this Article 10, and shall have an indefinite time period in which to begin construction of the residence on such Founders Lot.

ENTRY NO 00140021
09/02/2014 11:29:20 AM
Amended CC & RS PAGE 21 OF 61
VENUE (C&R) FILE 01
FEE \$ 209.00 BY QUANTUM TITLE COMPANY

Special Provision for Lot Owners who purchased their Lot prior to July 31, 2009: Construction of the Residence on Lots purchased prior to July 1, 2009 shall commence not later than eighty-four (84) months after the initial conveyance of title from the Developer to Lot Owner. If construction is not commenced within eighty-four (84) months after the initial conveyance of title from the Developer, then Developer shall have the right, at its option, to repurchase the Lot from the Lot Owner for the original price Lot Owner paid to Developer, less twenty percent (20%) of the total original purchase price paid by the original Owner. Developer may exercise this option at any time after the expiration of eighty-four (84) months from the date of the initial conveyance of title from the Developer, so long as construction has not been commenced.

16. **Developers First Right of Refusal:** Developer shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within the thirty-six (36) months following the initial conveyance from Developer. During this period, Lot Owner shall give Developer immediate written notice of any accepted offer to purchase the Lot, and Developer shall have thirty (30) days after the date of the Notice to exercise its first right of refusal hereunder, by tendering its offer of purchase to Lot Owner, on substantially the same terms and conditions of the prior accepted offer. If Developer does not exercise this first right of refusal to purchase within the thirty (30) day period, this right shall terminate and Lot Owner may proceed to sell the Lot pursuant to the prior accepted offer. All options and first rights of refusal hereunder shall terminate upon completion of construction of the Residence on the Lot. The Developer may elect to waive its First Right of Refusal upon notification of the Lot Owner's intent to Sell said Lot. Such waiver must be in written form and delivered by the Developer to the Lot Owner in order for it to be a valid waiver of said First Right of Refusal.
17. **Developers Right to Restrict or Refuse Access to Property:** Developer shall have the right and authority to restrict access, or completely refuse access, to the entirety of the Quarter Circle H Ranch subdivision for any vendor, supplier, manufacturer, builder, contractor, or sub-contractor and such right to restrict or refuse shall also include the right to restrict or refuse the use of any products or services which may be manufactured or provided by any such vendor, supplier, manufacturer, builder, contractor, or sub-contractor. All such rights of restriction or refusal shall terminate upon the Homeowners acquiring voting control of the Homeowners Association.

SECTION VII. USE RESTRICTIONS

1. **Care and Maintenance of Lot:** The Owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and

ENTRY NO. 00149022
09/02/2010 01:23:00 PM 2010-09-02 17:00
Amended CC & R S. Page 2 of 8
VERIFIED CAPISC. TIME 10:00 AM
FEE \$ 209.00 BY QUARTER CIRCLE H RANCH
THE QUARTER CIRCLE H RANCH, LLC

repair at all times. In order to mitigate fire hazards the Owner of each Lot shall keep natural vegetation or other landscape vegetation such as brush, leaves, needles, pine cones, and tree branches adequately maintained and cleaned away from the Living Unit.

2. **Nuisances:** No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used for any illegal purposes.
3. **Livestock, Poultry, and Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not more than two in number, may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the Owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise which, in the opinion of the Architectural Control Committee, constitutes a nuisance. No pets of any vicious nature shall be allowed within the Quarter Circle H Ranch subdivision. The Board shall have full authority to determine whether a dog or other pet is vicious in nature.
4. **Wildlife:** Wildlife species are encouraged to range throughout the Quarter Circle H Ranch subdivision. No person shall use traps, poisons, or other methods of killing the natural inhabitants. The natural inhabitants shall not be harassed, injured or molested in any way, except the removal, trapping, or killing of the natural inhabitants shall be permitted and carried out solely under the direction of the Architectural Control Committee when the populace of the natural inhabitants, as determined solely by the Architectural Control Committee, have become overpopulated for the Subdivision area, have become a nuisance in the Subdivision area, or have become a health hazard to the Owners of the Subdivision or it's contiguous neighbors. No recreational feeding of big game animals or other native wildlife shall be permitted, with exception of birds and squirrels.
5. **Garbage and Refuse Disposal:** No Lot shall be used or maintained as a dumping or holding ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. The Developer shall specifically designate any area, which is to be allocated as garbage or refuse disposal area and any such area shall be in an appropriate location and away from any Lot Estate. Clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining Lots or maintained in the patio areas or in the Living Unit. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot owners.

ENTRY NO 00140020
09/02/2010 11:28:00 AM
Amended CC & RTS PAGE 2 OF 6
PERMANENT FEE \$209.00
FEE \$ 209.00 BY QUARTER CIRCLE H RANCH
09/02/2010 11:28:00 AM

6. **Storage of Materials:** During construction and for a period of 60 days after completion, a Lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period, including pre-construction period, construction period, and post construction period shall not exceed 365 days unless specifically approved by the Architectural Control Committee.
7. **Vehicles:** Motor vehicles which are inoperable or currently without proper licensing, shall not be permitted to accumulate upon any Lot, street, driveway, walkway, or road area adjacent thereto. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. No commercial vehicles shall be parked or stored on any Lot overnight or on a continual basis. The designation as a commercial vehicle shall be further defined by the rules and regulations of the Board of Directors. The Board of Directors shall have the authority to grant temporary parking of such a designated commercial vehicle on a Lot under special circumstances and as determined by the Board of Directors. The foregoing restriction shall not be deemed to prevent temporary parking of commercial vehicles being used by repair or construction firms for the current repair or construction of facilities or buildings of a Homeowner, but such temporary parking shall be limited to the normal amount of time required to complete such repair or construction.
8. **Parking and Storage of Motorized and Recreational Vehicles:** Without prior written consent of the Board, no boats, trailers, buses, motor homes, campers, recreational vehicles, van, trailer, or other such vehicles, shall be parked or stored upon any Common area, street, private drive, or Lot, except within an enclosed garage on the Owners Lot. The foregoing restriction shall not be deemed to prevent temporary parking for loading and unloading of such vehicles, but such temporary parking shall not exceed a 24-hour period of time and not more than one 24-hour time period shall be permitted in any three contiguous calendar days. All motorized vehicles shall be properly licensed when used on any Common access streets.
9. **Operation of Motorized Vehicles and Recreation Vehicles:** All snowmobiles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only on established and designated trails, streets, driveways, and parking areas and are specifically prohibited from all other portions of the Property. Such vehicles may be used on said streets, driveways, and parking areas only for ingress and egress purposes. Such vehicles shall not be used for recreational purposes anywhere within the Project, except as permitted by Rule of the Association.

ENTRY NO 00143428
03/02/2010 01:28:00 PM E
Amended CC & P'S PAGE 14
VERNON COUNTY JAIL COUNTY
FEE \$ 209.00 BY QUARTER
JAIL

10. **Commercial Activities Prohibited:** Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind, except "home occupations" as may be permitted by Orderville Town Ordinances and approved by the Quarter Circle H Ranch Homeowners Association Board of Directors. The following Commercial Activity shall be excluded under this Article 10:
- A. Homeowners shall be permitted to use their residence(s) as a rental or lease property. Any such rental or lease that exists on a residence of more than 30 days to the same renter or lessee shall be reported as a permanent or long-term renter or lessee and must be registered with the Quarter Circle H Ranch Owners Association as a Tenant. The Association shall have the right to charge a Tenant Registration fee as further defined under **Article 11**. of this **Section VII**. The Homeowner of any Rented or Leased residence shall be subject to applicable Town of Orderville ordinances.
 - B. The Lots, residence, and all buildings pertaining to and owned by the Developer, may be used for the commercial purposes of marketing, sales, and entertainment in the selling of Lots and home structures for Phases I, II, and III. Further, at the option of the Quarter Circle H Ranch, LLC, the lot, residence, and all buildings pertaining to and owned by the Quarter Circle H Ranch, LLC, The Vern Ratzlaff Family Trust, or The Quarter Circle H Ranch Real Estate Trust, (such property hereafter may be referred to as the "Ratzlaff Home") may be converted into a commercial *Bed and Breakfast* operation and shall be excluded from the commercial restrictions of this Article 10. Any such operations, as described under this Article 10, shall meet all applicable Town of Orderville and Kane County ordinances pertaining to such commercial *Bed and Breakfast* facility.
11. **Tenants:** The Homeowners Association requires investor/Owners and their property management companies to register all tenants. There shall be a \$25 Tenant Registration Fee payable by the investor/Owner to the Homeowners Association to register such tenant. Any Owner who fails to properly register their Tenant shall be subject to a \$50 fine by the Homeowners Association and such fine shall be in addition to the registration fee. The Board of Directors may increase any such fees and fines that apply to tenant registration, as may be appropriate from time to time for administration purposes and the association's costs for such services. No Owner shall permit *unruly tenants* to reside on any lot. "Unruly tenants" shall be defined to include those who do not abide by these conditions and Deed Restrictions, and/or the Association Rules,

ENTRY NO 00145024
09/02/2010 01:28:00 PM
Amended CC & R S PAGE 21 OF 61
PERJON LUTISO KOWALSKI
FEE \$ 200.00 BY QUARTER CIRCLE H RANCH
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

who are disruptive and/or noisy, and/or who intentionally or recklessly cause damage to the property. Owners shall ensure that their tenants are made aware of and agree to comply with the terms of these conditions and Deed Restrictions and the Association Rules. The Board shall have full power and authority to determine conduct is in violation of this Covenant.

The Board shall have the right to require Owners to evict unruly tenants, and/or take other appropriate legal action to ensure their compliance with these Deed Restrictions and the rules of the Association. If an Owner does not take, or commence to take, such action within fifteen (15) days from receipt of written notification from the Board, the Board will have the power to levy a "Limited Assessment" to be assessed on date of the first written notice against the Owner, not to exceed \$100.00 per day for each non-compliance, and commence to take appropriate legal action. Any such unpaid assessment will constitute a lien against the Owner's lot, as provided for herein. Proceeds from the assessment will be applied to the Association treasury and be used as determined appropriate by the Association's Board of Directors.

The Board shall have full power and authority to determine whether a violation of this Declaration has occurred. The Board shall have the discretion to exercise this authority. The Board shall make such determination only after prior notice to the person or persons alleged to be in violation, and a time table to make correction of violation, which notice shall be given in accordance with the rules of the Association. Review or appeal may be requested by submitting a letter of request for appeal to the President of Association. The Association must reply to the request for appeal in writing within sixty (60) days. Such response may grant the requested appeal, deny the appeal, or approve a compromise.

12. **Burning:** No Lot Owner or Lot Owner's guest, tenant, vendor, contractor, or sub-contractor shall be permitted to burn any material within the subdivision, whether it be in the open or in a burn barrel. This restriction does not include the use of barbecue grills or a contained fire pit for usual and customary food cooking on a Homeowner's Lot.
13. **Mining and Drilling:** Except as provided below, no portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, that at any and all times, Declarant may excavate and remove caliches, earth, gravel, sand, rock, and other materials from any location within the property for purposes of landscaping and construction of a Living Unit or for the appropriate development of the project. Declarant, however, shall not have the right to excavate or remove any material on any lot that has been

ENTRY NO 00149071
09/02/2010 01:28:00 PM P
Amended CC & R's PAGE 10 OF 11
VERIFIED CORRECT COPY
FEE \$ 200.00 BY 00149071
RECEIVED 09/02/2010 01:28:00 PM

placed under Contract or sold unless written permission has been provided to Declarant. No water well shall be drilled on a Homeowners Lot.

SECTION VIII. DESIGN CONTROLS

1. **Architectural Control Committee:** All improvements on a parcel, whether a building, patio, spa, deck, landscape or hardscape, must be approved by the Architectural Control Committee (hereafter may be referred to as the "Committee" and may be abbreviated as "ACC").

(a.) Appointment of Initial Architectural Control Committee and Elected Architectural Control Committee: The Developer shall appoint the initial Architectural Control Committee, consisting of three persons and the ACC need not be composed of subdivision Owners. The Developer, or a representative designated by the Developer, shall be one of the three members of the Architectural Control Committee until the Developer shall relinquish this power in writing. Developer shall have the right to appoint and remove all members of the Committee during such time as Developer has voting control as designated in Section IV, Article 3 of this Document. Members of the Committee may be removed at any time, without cause. When the Developer ceases to have this power, it shall give written notice of this event to each property Owner and thereafter the property Owners of the Quarter Circle H Ranch Homesites, all within 60 calendar days, shall select new members of the ACC by one vote for each Lot. The initial three ACC members, elected by the Lot Owners, shall be elected for terms as follows: The ACC member receiving the largest number of votes shall be elected for a term of three years, the ACC member receiving the second largest number of votes shall be elected for a term of two years, the ACC member receiving the least number of votes shall be elected for a term of one year and, thereafter, on an annual basis, one ACC member shall be elected each year for a term of three years. Should an elected ACC member fail to serve for the elected term of said ACC member, then the Board of Directors shall appoint a replacement to the Committee to fulfill the remaining portion of the ACC member's term. If an Architectural Control Committee is not elected by the Owners, then the Board of Directors shall perform the duties required of the ACC. The number of ACC members may be increased, as needed, for the governance and activities of the ACC and such increase in ACC members shall be designated and approved by the Board of Directors.

(b.) Rules of the Architectural Control Committee: No member of the Committee shall receive any compensation or make any charge for services rendered. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may

ENTRY NO 00141037
09/02/2010 08:28 PM
Amended CC & R S PAGE 27 (1)
VERJAN CAROL K A 2010
FEE \$ 209.00 BY 0000141037

be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. The ACC shall meet on a regular basis as determined by the Committee. The ACC shall have power, by majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the ACC, are attached as Exhibit "C". By majority vote of the ACC or by vote of a majority of the property Owners, by one vote for each Lot, except any vote by Lot shall be subject to the governance and application of voting rights of the Developer under **Section IV Membership and Voting Rights** of this agreement. Any rule or regulation of the ACC may be amended, adopted or repealed by such voting process set forth herein.

(c.) Submitting Items for Approval: Three (3) complete sets of building plans and specifications shall be filed with the ACC, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a 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. No work shall commence unless and until the ACC shall endorse on all sets of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Committee pursuant hereto. The three complete sets of building plans and specifications shall be retained and distributed as follows:

- (i) One set of building plans and specifications shall be retained as a permanent record by the ACC.
- (ii) One set of building plans and specifications shall be provided to the governing municipal entity which provides the building permit for said building plans and site. **This set of building plans and specifications shall first have the signed approval of the ACC stamped on said set of plans and specifications prior to submittal to the governing municipal entity which provides the building permit for said building plans and site.**
- (iii) One set of building plans and specifications shall be returned to the Owner or the Owner's Representative for construction purposes.

Any building plans and specifications submitted to the ACC shall be approved or disapproved by the ACC, in writing, within thirty (30) days after submission. In the event the ACC fails to take any action within such period it shall be deemed to have approved the material submitted.

ENTRY NO 00143700
09/02/2010 01:28:00 AM
Amended CC & R's Package
VERIFIED CARPENTRY FEE FOR REVIEW
FEE \$ 200.00 BY CLARKE
CLARKE

(d.) Log or Timber Home Community Design: Construction of any structure or improvement shall be of a natural "Log or Timber" home design and of new materials, and all such materials shall be approved by the ACC. Exterior colors and materials for improvements must be approved by the ACC and as set forth on the Quarter Circle H Ranch Homeowners Association Color Palette.

(e.) Owner/Contractor liable for Violations: The Lot Owner and/or their contractor(s) shall be jointly and severally liable for required changes to floor plans, colors, materials, etc., by reason of violations of these covenants, or the rules, regulations or design standards of the ACC.

(f.) Architectural Control Committee shall not be Liable: The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by the Committee. 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 Owner and the Owner's designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

(g.) Approval or Disapproval does not Constitute a Waiver: The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

(h.) Variances: The Architectural Control Committee may grant variances from compliance with any of the covenants, conditions, restrictions or provisions of this Declaration with respect to any improvements constructed or to be constructed on a Lot when (1) the specific Section of this Declaration with respect to which the variance is to be granted provides that the ACC may modify the restrictions imposed under the subject Section of this Declaration, approve or otherwise consent to variance or waiver of the provision of the subject Section of this Declaration, or consent to an improvement, use or activity which does not conform with, or conflicts with, the restrictions imposed under the subject Section of this Declaration, (2) the specific section or provision of this Declaration provides for an exception from its requirements or restrictions when the prior approval or consent of the ACC is given or obtained, or (3) in the opinion of the Committee, such variance will not be materially adverse to the overall quality of the Property or to the overall value of other improvements in the Subdivision, or is justified due to unusual or aesthetic considerations, topographic considerations or similar circumstances; provided, however, that the ACC shall not permit or grant any such variance which would in any way violate or cause the Lot(s) or the Owner(s) to fail to comply with any Governmental

ENTRY NO 00140015
09/02/2010 01:28 PM
Amended CC & P.S. PAGE 12 OF 61
VERIFIED BY: [illegible]
FEE \$ 209.00 BY: [illegible]
[illegible]

requirement. Such variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. In the event a requested variance requires any license, permit, consent, or approval of a Governmental Authority or other evidence of compliance with a Governmental requirement, the ACC may grant the variance subject to and conditional upon the Owner requesting such variance, obtaining such required license, permit, consent, or approval of the Governmental Authority or providing evidence of compliance with any such Governmental requirement. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance, in accordance with the provisions of this Section VIII, 1. (h.) shall not operate to waive any of the covenants, conditions, restrictions, or provisions of this Declaration for any purpose except for the particular purpose(s) of the subject variance and only as to the Lot or Lots with respect to which the subject variance was granted.

(i.) Developer Covenant: Developer hereby covenants in favor of each Owner that all Living Units erected by it, or caused to be erected by it, and all improvements of the Common areas accomplished by it shall be architecturally compatible with respect to one another.

(j.) Condemnation: If at any time or times the Common area or any part thereof shall be taken or condemned by any authority having the power of eminent domain, negotiations, settlements, or agreements. All compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common area. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Association shall reasonably determine; provided, however, that in the event of taking in which any Lot(s) or portion(s) thereof is eliminated, the Association shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner(s) of such Lot(s) or portion(s) thereof to such Owner(s) and any first Mortgagee(s) of such Lot(s), as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

(k.) Approval as required by Governmental Entity: No Living Unit, accessory building, addition to a Living Unit, or other structure of building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity. The granting of a permit or approval by any

ENTRY NO. 0004907
09/02/2010 01:08:00 PM
Amended CC & R's PAGE 20 / 31
VERIFIED BY: [illegible]
FEE \$ 209.00 BY: [illegible]
[illegible]

(l.) Fines: The Architectural Control Committee may levy a fine or penalty not to exceed \$1,000 against any Owner, contractor and/or responsible party who fails to refrain from violation of these covenants or a rule, regulation or standard of the ACC, after three (3) days written notice, and opportunity for a hearing. An additional fine may be levied for each day of a continuing violation. All attorneys' fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made.

- [illegible]

- Cut slopes required for any driveway may **not** be left as exposed earth unless approved as such by the ACC. Any required retaining walls must be constructed or surfaced with stone/rock and such construction and materials for such retaining walls shall require prior approval by the ACC.

- ENTRY NO.** 00149071
09/02/2010 01:18:00 AM B 12 A 107
Amended CO & R'S PAGE 32 X 61
VERJEAN COP 50 RATE 0000000000000000
FEE \$ 209.00 BY QUARTER COTED 100000

10. **Awnings:** The awning design, material and color must be harmonious with existing architecture and all awnings require prior approval of the ACC.
11. **Window Tinting:** Window Tinting does not require the approval of the ACC if the color is light or medium smoke gray. All other colors must be approved by the ACC. Mirror or reflective finishes are prohibited unless approved by the ACC.
12. **External Equipment:** All electrical service equipment and sub-panels and all mechanical equipment, including but not limited to, air conditioning, and solar panels, shall be painted to match the surrounding wall color, or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof or adjacent wall color or screened or integrated into the design of the structure with appropriate materials such as stone/rock.
13. **Water Pressure Valve:** Each Homeowner shall install a water pressure reduction valve between the main water supply source and their Living Unit when the Subdivision Engineering requirements dictate such valve to be necessary to reduce excess water pressure from the main water supply source.
14. **Swimming Pools:** No swimming pools, either above ground or below ground shall be permitted on any Lot in the Quarter Circle H Ranch Homesites.
15. **Spas:** Spas must be designed as a visual extension of the residence through the use of walls or yards and shall be integrated into the design of the structure with appropriate materials such as wood, stone or rock. Spas must be constructed according to applicable governmental regulations. Any such Spa or Spa structure must be pre-approved by the ACC.
16. **Patios, Patio Covers and Gazebos:** Any Patio, Patio Cover or Gazebo must correspond to the homeowners design structure and be similar in architectural style, material, workmanship, size and appearance. Any such Patio, Patio Cover or Gazebo structure must be pre-approved by the ACC.
17. **Playground Equipment:** Commercially constructed swing sets and jungle gyms which may be installed in the rear or side yard, are not to be higher than 10 feet and should be adequately screened from the street view. No such playground equipment shall be installed on the *view-side* of a Lot, which has been designated as a *View Lot* by the Developer.

ENTRY NO 001-027
09/02/2012 01:28 CC BY NC ND
Amended CC & P, PAGE 12 - B
VERVERN CARISO
FFC \$ 207.00 L JUNE 2012

18. **Other Types of Play or Sport Equipment:** Play equipment not defined in Article 16 above, including but not limited to large swing sets, gymnastic and climbing apparatus structures and playhouses need prior approval of the ACC. The ACC shall also require an Impacted Neighbor Statement for Play or Sport Equipment.
19. **Basketball Backboards:** The ACC must approve the installation of sport equipment or related cement areas. Such areas are discouraged and, if approved, the Lot Owner must provide a landscape to screen equipment from view and provide barrier to prevent the ball from encroaching on a neighbor's property and the ACC will also require an Impacted Neighbor Statement. Portable Basketball Backboards will not be permitted on Common area streets or on the Owner's private drive or in the vicinity of the entrance to the Common area street from the Owner's private drive.
20. **Security Bars:** Security bars on doors and windows will not be permitted on any home in the Quarter Circle H Ranch Homesites.
21. **Re-subdivision of Lots:** No Lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller Lots or units.
22. **Damages:** Any damage inflicted on existing natural vegetation, or improvements such as ditches, drives or streets, by the Owner and/or their agents or contractor must be repaired within 90 days after such damage is discovered. The expense of such repair shall be the joint and several obligation of the person causing such damage, the contractor and/or the Owner.

SECTION IX. FINANCES AND OPERATIONS

1. **Creation of Lien and Personal Obligation of Assessment:** The Developer and each subsequent Owner of any Lot by acceptance of a deed or conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Quarter Circle H Ranch Home Owners Association (hereinafter "Association"), assessments, fines or charges and interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due and successors-in-title who took title when assessments were delinquent.

ENTRY NO 09140032
09-02-2010 AT 28 17 40 H
Amended CC 2 R/S Page 11
VERIFIED BY: [illegible]
FEE \$ 209.00 BY: [illegible]
[illegible]

2. **Purpose of Assessments:** Assessments levied by the Association shall be used for the improvement, maintenance, repair and preservation of the Common property. The Common property consists of portions outside of Lots, easements for roadways, shoulders and drainage and slope maintenance, and the entry to the property. The assessments must provide for but are not limited to: the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common area; the payment of management and administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the Common areas which must be replaced on a periodic basis; the cost of snow removal from Common entry and access roads; general signage for the Property; legal fees and costs; technical and accounting fees and costs; enforcement costs; compliance costs; taxes, assessments, and impact fees by government entities; assessments made but not discharged or extinguished; and other amounts required that the Board shall determine to be necessary to meet the primary purposes of the Association.

The Association agrees to maintain the Common area roads, including the shoulder and slope areas within the property and make all repairs including but not limited to repairs, resurfacing, striping and seal coat on the paved or unpaved portions of the road, including shoulders and drainage areas. The cost of such maintenance shall be a common expense of the Association.

The Association shall not have the right to assess for improvements to the Common areas for recreational amenities.

3. **Maximum Annual Assessment:** Until January 1 following recording of these Covenants, the maximum annual assessment shall be Nine Hundred Dollars (\$900.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments.
- (a.) From and after the date referred to above the maximum annual assessment may be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.
- (b.) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change, except as above in (a), shall have the assent of fifty-one percent (51%) of all votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose.

ENTRY NO. 2001 1410 13
09/02/2010 01:00:00 PM
Amended CC & R's PLAT 75 / E
VERJON CARLOS - KNOX COUNTY
FEE \$ 209.00 BY JUDITH A. HARRIS
JULY 13 2010

- The Association shall, upon demand, and for a reasonable charge, furnish a written certification signed by an officer of the Association, setting forth whether the assessment on a specified Lot has been paid. Such

ENTRY NO. 001347200
09/02/2010 01:27:00 P1 B 00000000000000000000
Amended CC & R'S PAGE 01
VERIFAN CARUS
FEE \$ 200.00 BY GLN 00000000000000000000

certification, when properly issued shall be conclusive evidence of the payment of any assessment or fractional part thereof, which has therein shown to be paid.

7. **Effect of Non-Payment of Assessment:** The amount of any Assessment, charge, fine, penalty or other amount payable by any Owner or with respect to such Owner's Unit Estate shall become due and payable as specified by the Board and, if not specified, thirty (30) days after any notice of the amount due shall have been given by the Board to such Owner. Unless paid within thirty (30) days of the due date, any such amount shall bear interest at a rate specified by the Board but in no event greater than the maximum amount permitted by law from its original due date until date of payment. Regular and Supplemental Assessments shall be paid and collected on a monthly, quarterly, semi-annual or annual basis, as the Board may, from time to time, elect, and shall initially be paid and collected in advance.

Remedies of the Association: Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Board shall set by resolution) until paid. In addition, a late fee of \$20.00 for each delinquent installment shall be imposed.

The Board may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the property 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, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent member.

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's fee.

8. **Lien for Assessments and Other Amounts:** The Regular and Supplemental Assessments and all charges, fines, penalties and other amounts (including interest, attorneys' fees and other expenses incurred by the Association in collecting unpaid amounts) payable by an Owner or payable with respect to Owner's Unit Estate shall be a charge on that Owner's Unit Estate; and shall be a continuing lien upon that Owner's Unit Estate; and shall also be the personal, joint and several obligations of all Owners of the Unit Estate at the time the Assessment, charge, fine, penalty or other amount becomes due.

ENTRY NO. 00140973
09/02/2010 01:48:00 PM
Amended CC & R'S PAGE 27 of 61
VERTICAL CURBING KIVA
FEE \$ 209.00 BY QUARTER
TOWN OF KIVA

ENTRY NO 003-0000
29/02/2018 01:24:00 PM
Amended CC 8, R 6, D 6, S 6
VERBODEN CAP 50, R 6, D 6, S 6
FEE \$ 209.00, R 6, D 6, S 6

11. **Tax Collection from Lot Owners by Kane County Authorized:** It is recognized that under the Declaration the Association will own the Common areas and that it will be obligated to pay property taxes to Kane County. It is further recognized that each Owner of a Lot is a Member of the Association and as part of his monthly assessment will be required to pay to the Association his prorata share of such taxes. Notwithstanding anything to the contrary contained in this Declaration, or otherwise, Kane County shall be, and is, authorized to collect such prorata share (on equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Kane County is hereby directed so to do. In the event that the assessor shall separately assess Common areas to the Association, the Board may require, in its discretion a special assessment to pay such taxes, or they may be included in the regular assessment budget.
12. **Books, Records and Audit:** The Association shall maintain current copies of the Protective Covenants, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. 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.
13. **Utilities:** The Association shall not pay for the monthly water, sewer, or garbage pick-up charges assessable by the public municipal water system, sewage system, or garbage pick-up system for any Homeowner's Lot. Each Lot Owner shall pay for such metered and/or monthly charges so levied for that Lot Owner's respective Lot provided by the municipal water system, sewage system, or public garbage pick-up service. Each Lot Owner shall pay for all other utility services, which are separately billed or metered to individual Lots by the utility or other party furnishing such service.
14. **Insurance:** The Association shall secure and at all times maintain the following insurance coverage:
(a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common areas. The name of the insured under each such policy shall be in form and substance similar to: "Quarter Circle H Ranch Homeowners Association" for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear".

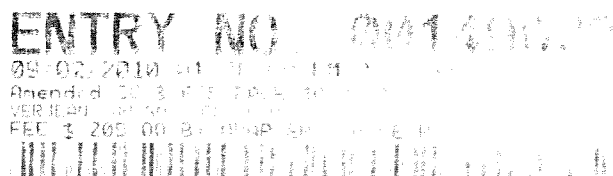
ENTRY NO. 0014712
09/02/2012 09:28 AM
Amended CC & P's Filed 09/02/12
VERIFIED
FEE \$ 209.00 BY Clerk
JUL 11 2012

(b) A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, nature, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insured 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 other Owners.

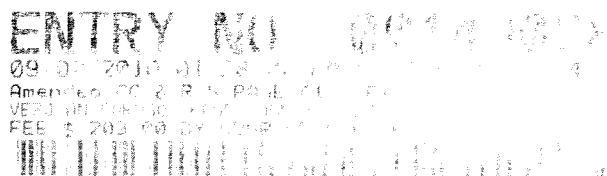
(c) A fidelity policy or policies to protect against dishonest acts on the part of Board, Officers, Manager, Employees and all others (including volunteers), who handle or are responsible for handling, funds of the Association. This fidelity coverage shall name the Association as the obligee or insured 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 Association's estimated annual operating expenses including 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. Said policy shall also provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to all first mortgagees of Lots.

The following additional provisions shall apply with respect to insurance:

- a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, location, and use.
- b) All insurance policies, to be written for the Association, shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or such equivalent rating. Each insurer must be specifically licensed in the State of Utah.
- c) The Association shall have the authority to adjust losses.



- d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.
- e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- f) Notwithstanding any provisions to the contrary herein, so long as the Mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a Lot in the development or owns a Lot, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the Mortgagee or its designee.
- g) Mortgagee Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.
- h) Lots and Living Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot or Living Unit and acts and events occurring thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance, which shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the Mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the Mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of: (i) compensation equal to the full amount of damage or loss, or (ii) compensation to the first Mortgagee under the Mortgage equal to the full amount of the unpaid principal balance of the Mortgage Loan.

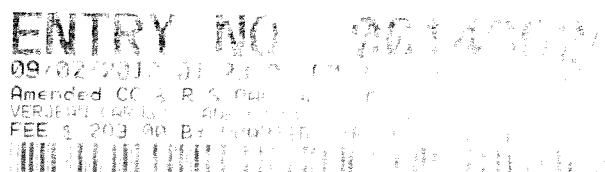


16. **Manager:** The Association may carry out through a Manager any of its functions, which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association. Such Manager shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.
17. **Terms of Management Agreement:** Any agreement for professional management of the Development, or any other contract providing for services of the Developer, sponsor, or builder, may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

SECTION X. GENERAL PROVISIONS

1. **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 Developer, the Association, or a Lot Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.
2. **Enforcement:** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, 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 Developer, 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 or trust deed 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 Association may levy a fine or penalty not to exceed \$1,000 against any Owner who fails to refrain from violation of these covenants or a Rule of the



Association, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorney's fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made.

The Board shall have the authority to promulgate rules and regulations for the governance of the Property, and persons with the Property. These rules of the Association shall be compiled, by the Board, and copies shall be made available to any Homeowner for inspection and copying at a reasonable cost.

3. **Notice to Owners:** Any notice to an Owner shall be deemed effective upon deposit in the United States mail, postage prepaid, addressed to the Owner at the address for the lot owned, or at such other address as the Owner may provide in writing to the Association. All notices shall be mailed "certified" or "return receipt". If there is more than one Owner for a lot, notice to one of the Owners shall be deemed effective for all such Owners. It shall be the responsibility of each Owner of a lot to disseminate any notice received to all other Owners.
4. **Severability:** In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.
5. **Duration:** This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument, signed by the then Owners of two thirds (2/3) of the Lots agreeing to amend or terminate such Declaration, and such instrument has been recorded by the official public records of Kane County, Utah.
6. **Amendment:**
 - (a) This Declaration may be amended by Declarant without the approval or joinder of any other Owner as long as Declarant (i) holds a majority of the votes of the association, and (ii) provides all other Owners with a copy of the instrument executed by Declarant amending this Declaration. No amendment by Declarant shall be effective until there has been recorded in the Official Public Records of Kane County, Utah, an instrument executed and acknowledged by Declarant and setting forth the subject amendment to this Declaration.

ENTRY NO. 00145222
09/02/2010 09:16 AM KANE COUNTY, UTAH
Recorded CC 2 R S PAGE 41 OF 51
FEE \$ 200.00 BY CREDIT CARD
KANE COUNTY CLERK

(b) In addition to the methods described in Article 6, (a) above, this Declaration may be amended by the recording in the Real Property Records of Kane County, Utah, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by a quorum of Owners.

The quorum required for any action authorized by Article 6 (b) above, shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting a subsequent meeting may be called (subject to the notice requirements set forth in Article 3 above) at which a quorum shall be one-half of the quorum that was required at the immediately preceding meeting. If a quorum is not present at the second meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Article 3 above) at which quorum shall be one-half of the quorum that was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

7. **Exemptions:** The Developer is exempt from all constraints in this Declaration applicable to commercial activities, signs and restraints on use of property during actual construction of Phases I, II, and III.
8. **Expansion of Project into Future Phases:** The property subject to this declaration may be (but is not required to be) expanded into the area described in Exhibit "B" or other contiguous area within one mile for a period of ten (10) years from the date of the recording of this Declaration in the office of the Kane County Recorder, County of Kane, State of Utah. In the event Developer, within the time period set forth in this article, files other plat(s) creating additional subdivisions in this afore described property under the name and style of "Quarter Circle H Ranch, Phase ____, a subdivision," and states on said plat(s) the intention to have the property described on said plat(s) subject to terms, covenants and conditions of this Declaration, then, upon recording of said plat, the property described therein shall be subject to this declaration. The terms, covenants and conditions contained herein run not only to, with and from the property described herein, but by this reference to said plat or plats, also to, with and from all adjoining additions thereto made pursuant to this article.

The Lot Owners in any expansion area shall be members of the Quarter Circle H Ranch Homeowners Association and shall have the same rights and obligations as to the use of and enjoyment for the Common areas of the Association as any other member, either as an Owner in Quarter Circle H Ranch Phase I & II, or otherwise. The Developer reserves unto itself and its

assigns the right to create limited Common areas and facilities within any portion of annexed land. No assurances can therefore be made with respect to such items. The Common area in any expansion area shall be deeded by the Developer to the Association and the Association must accept the deed to all Common areas.

9. **Conflict with Town Ordinances:** In the event of a conflict between standards or procedures established in or under this Declaration and those established by Town of Orderville ordinances, the more restrictive standard or procedure shall govern.

IN WITNESS WHEREOF, the undersigned, being the developer, has hereunto set its hand this 1st day of July, 2009.

Developer and Declarant:

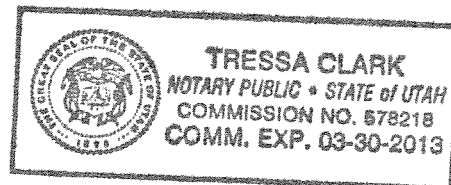
QUARTER CIRCLE H RANCH, LLC.

By: *Dorothy J. Ratzlaff*
Dorothy J. Ratzlaff, Managing Member

STATE OF UTAH)
COUNTY OF KANE) ss

Subscribed and sworn before me this 2 day of Sept., 2009, Dorothy J. Ratzlaff, a duly elected officer of Quarter Circle H Ranch, LLC, who acknowledged to me that she executed the foregoing document on behalf of said Corporation by authority of its By-laws.

Tressa Clark
Notary Public residing in Kane County



ENTRY NO. 001400920
09/02/2010 01:28:00 PM
Amended C & R S PAGE 10
VER 5.01 09/02/2010
FEE \$ 200.00
JUL 1 2009

EXHIBIT "A"

BOUNDARY DESCRIPTION FOR PHASE I and II

BEGINNING at the West quarter corner of Section 9, Township 41 South, Range 7 West, Salt Lake Base and Meridian; thence N 01(03'00.0" E 1,320.761 feet along the section line to the 1/16th section corner; thence N 89(56'46.2" E 459.252 feet along the 1/16th section line; thence S 00(36'29.0" E 381.993 feet to a point on a 285.000 foot-radius curve to the left, the center of which bears S 00(36'29.0" E; thence 88.687 feet along said curve through a central angle of 17(49'45.9"; thence S 00(00'00.0" W 963.648 feet to a point on a 165.000 foot-radius curve to the right, the center of which bears N 14(14'05.4" W; thence 45.898 feet along said curve through a central angle of 15(56'17.0"; thence S 00(00'00.0" W 337.590 feet; thence S 82(06'17.5" W 366.401 feet to the section line; thence S 01(03'42.0" W 496.796 feet along said section line; thence S 39(37'06.1" E 14.134 feet to a point of tangency on a 115.000 foot-radius curve to the right; thence 68.070 feet along said curve through a central angle of 33(54'50.5"; thence S 05(42'15.6" E 25.373 feet to a point of tangency on a 85.000 foot-radius curve to the left; thence 74.212 feet along said curve through a central angle of 50(01'26.6"; thence S 55(43'42.2" E 202.126 feet; thence S 19(50'09.2" W 37.199 feet; thence S 00(00'00.0" W 83.420 feet to the 1/16th section line; thence S 89(58'52.6" W 235.771 feet along said 1/16th section line to the 1/16th section corner; thence N 89(34'39.5" W 1,318.657 feet along the 1/16th section line to the 1/16th section corner; thence N 01(01'02.4" E 212.718 feet along the 1/16th section line; thence N 90(00'00" E 161.355 feet to a point on a 50.000 foot-radius curve to the right, the center of which bears N 90(00'00" E; thence 128.953 feet along said curve through a central angle of 147(46'08.6" to a point of reverse curvature on a 25 foot-radius curve; thence 25.207 feet along said curve through a central angle of 57(46'08.6"; thence on a tangent N 90(00'00" E 71.928 feet to a point of tangency on a 315.000 foot-radius curve to the right; thence 31.880 feet along said curve through a central angle of 05(47'55.1"; thence N 00(00'00" E 594.347 feet; thence N 90(00'00" W 367.759 feet to the 1/16th section line; thence N 01(01'02.4" E 160.934 feet along said 1/16th section line; thence N 44(55'10.5" E 205.281 feet; thence N 06(07'03.5" W 193.906 feet to the quarter section line; thence S 89(36'34.5" E 1,201.417 feet along said quarter section line to the point of beginning, containing 51.233 acres.

The BASIS OF BEARINGS is North 1(03'00" East between the West quarter corner of Section 9, Township 41 South, Range 7 West, Salt Lake Base and Meridian (a 1921 GLO brass cap), and the Northwest Corner of said Section 9 (an aluminum cap over a 1921 GLO iron pipe, as shown on the Kane County Recorder's map number CS-235A).

NOTE: The description listed above is already less and excepting the 5+ acres retained by the Developer and accessed by Cedar Drive.

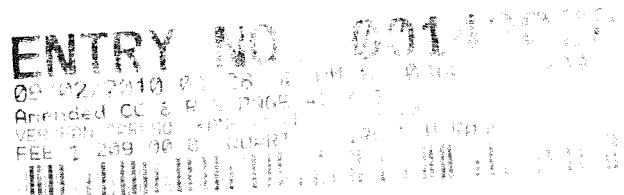


EXHIBIT "B"

EXPANSION DESCRIPTION FOR PHASE III

(Due to ongoing negotiations and the sensitive aspect of this information, such details will not be provided and included in this exhibit but any such expansion shall be subject to provisions provided for in Section X and Article 8 of this document).

ENTRY NO 001422
09/07/2010 01:00:00
Amended CC & R's 000047
VERIFIED BY 100
FEE \$ 209.00 BY 1000

EXHIBIT "C"

RULES AND REGULATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE

While the controls exercised by the Architectural Control Committee (hereafter may be referred to as the "Committee" or abbreviated as "ACC") must be maintained, the ACC does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the ACC and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants of the Quarter Circle H Ranch Homeowners Association. The protective covenants for the Quarter Circle H Ranch Homeowners Association are on record in the office of the Kane County Recorder, at Kanab, Utah. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, etc., at the Owners and/or contractors expense.

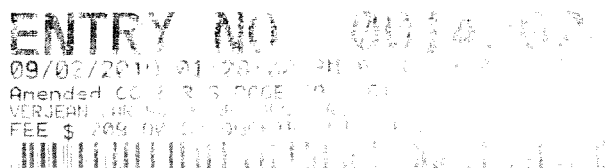
The ACC shall give its stamp of approval upon compliance with all provisions stated in the protective covenants and conditions and these rules and regulations and by execution of the final agreement page of these rules by the Owner and/or contractors legally responsible for the project. No construction may begin in the Quarter Circle H Ranch development without the issuance of a building permit issued by the Town of Orderville, Utah or by Kane County, Utah, whichever is the appropriate authority for such permit. **A set of drawings and specifications stamped and signed by the Quarter Circle H Ranch Homeowners Association Architectural Control Committee must be presented to the governing municipal entity which provides the building permit for said construction.**

ACC SECTION "A"

CONSTRUCTION AND SITE PLAN APPROVAL

THREE (3) complete sets of construction and site plans shall be submitted to the ACC and shall contain the minimum exhibits as listed below in this ACC Section "A". Upon final approval, by the ACC, two (2) sets of construction and site plans shall be stamped and returned to the Lot Owner or their authorized representative, of which one set shall be used to acquire approval by the municipal entity providing the building permit and Certificate of Occupancy and one set for construction use by the Lot Owner. **Construction shall begin only after the approval of construction and site plans by the ACC and the**

ENTRY NO. 0000000000
09/02/2010 01:28:00 PM
Amended CC & R's BOOK 11, PAGE 11
VERJEAN CURUSO - FEE
FEE \$ 200.00 BY QUARTER
CIRCLE H RANCH HOMEOWNERS ASSOCIATION



than log surfaces, shall blend in color, hue, and tone with the characteristics of the surrounding natural terrain to avoid high contrast.

5. Approximating the colors of natural surroundings allows for a wide variety of earth tones including muted greens and grays in additions to browns and rust reds. The major surfaces of structures must employ these earth tones although colors shall have a Light Reflection Value (LRV) consistent with standards set by the Developer.
6. In no case will colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts (light to dark) be allowed. It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place for this natural landscape setting of the project.

E. ACCEPTABLE ROOFING MATERIALS:

1. Roofing materials must be rock slate, clay, concrete tile, imitation rock slate, or metal and be of colors from the Developer's Roofing Color Palette and quality of roofing materials as approved by the Architectural Control Committee. The ACC may allow a facsimile at its discretion.
2. No flat built-up roofing shall be allowable on any homes of the Quarter Circle H Ranch subdivision property.

F. HEIGHT OF HOUSE:

1. No house will exceed twenty-five (25) feet in height from street frontage view.
2. All houses proposed to be over one story in height shall be examined by the ACC as to the aesthetic effect to adjoining houses, lots and/or the views of such adjoining houses. The ACC has the right to restrict the height of a house if it unduly restricts a neighbor's view.

G. SIZE OF HOUSE, GARAGE, STORAGE BUILDINGS, AND SPECIAL RESTRICTIONS:

The main floor (entry level) of a Living Unit shall be all portions of the house that are on the approximate same elevation of the driveway connecting this Unit Estate to this particular Lot's Common access street.

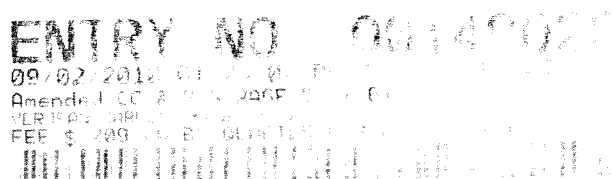
1. The accumulative outside square foot measurement of each floor (commonly referred to as the "*square footage*" of a house), (exclusive of porches, patios, decks, detached garages and/or storage units) containing:

ENTRY NO 0001-14923
09/02/2010 01:18 PM
Amended CC & RTD 0001-14923
SHEILA GRIFFIN, JEFFREY GRIFFIN
FEB 15 2009 01:01 PM
JAMES GRIFFIN, JEFFREY GRIFFIN

- a. A single entry level (commonly considered a "single level house"), will not be less than one thousand five hundred (1,500) square feet;
 - b. An entry level and an upper or lower (basement) level (commonly considered a "two-level house"), will not be less than one thousand eight hundred (1,800) square feet;
 - c. An entry level and two other levels (commonly considered a "three level house"), having an entry level and one upper level and a basement level, or where such levels are one half-story in height with such levels being on different elevations from the entry level (known as 1.5 stories or split-level house) will not be less than twenty-four hundred (2,400) square feet.
2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.
 3. All homes are to have as a minimum a TWO-CAR garage attached or detached.
 4. Campers, boats, pickups and other recreational and commercial vehicles must be kept in a garage and not displayed at the side or in the rear of the house and are not to be parked on a Lot Owner's access road or the subdivision's Common access roads except as allowed under Section VII, Article 7 of the declaration.
 5. Residences shall be within 50 feet from the *canyon* edge or *valley view* edge for any Unit Estate that is designated a "View-Lot" and such View-Lots shall be so designated by the Developer. Certain residences shall require a *setback* from the Common access street when designated for a setback by the Developer. The purpose of these requirements is to reduce the visibility of homes from adjoining property Owners and to give continuity to the project in general.

H. YARD AREA: Yard area shall be defined as an area measuring 30 feet in each direction extending from the foundation of the home, which may be used exclusively by the Owner for landscaping and yard wall purposes. The designated dimensions above are the only areas in which any natural landscape may be disturbed, other than the planting of indigenous foliage within the Homeowner's Lot. In no event will the landscape extend beyond the Lot line.

1. Yard walls built to contain the landscape must be built of compatible material to the home and be no higher than four (4) feet in height. All yard walls are required to be within the Landscaping perimeter as defined in this article "H".



2. All yard walls shall be of wood, stone or other masonry materials approved by the ACC. No chain link or wire fences/walls will be allowed.

I. **LANDSCAPING:** The Quarter Circle H Ranch is designed as a natural landscape project and as such:

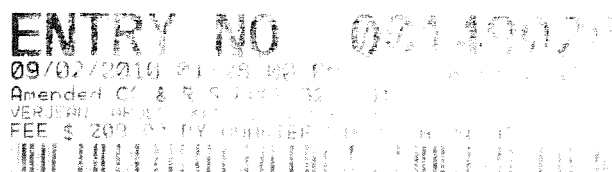
1. Sprinkler systems are discouraged, as is the planting of lawn/grass.
2. Shrubs and trees may be planted and watered with a drip or bubbler system.
3. All non-indigenous plants and trees (non-approved) must be planted within a yard wall to eliminate visibility and be of a dwarf size.
4. All visible plants not on the approved list must be submitted to the ACC for approval.
5. Planted areas must not extend more than 30 feet from the walls of the home in any direction.
6. Prior to issuance of a building permit; the house, outbuildings, driveway, landscape, exterior lighting and yard plans shall be provided to the ACC for the review and approval process.
7. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision.
8. All required landscaping (as outlined in the Declaration), shall be completed within 120 days after the date of occupancy.
9. Any Spa or Jacuzzi shall follow the state code for construction.

ACC SECTION "B"

APPLICANT AND CONTRACTOR CONDITIONS AND AGREEMENTS

During the Course of Construction, Applicant and Contractor shall comply with the following conditions and agreements:

Construction Trailers: Upon commencement of construction, a construction trailer or portable field office may be located on the building site. The ACC must approve the type, size, and color of any portable office. A construction trailer may not remain on a site for a period of time exceeding nine (9) months.



Trash Receptacles and Debris Removal: Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.

Concrete trucks may only be washed out inside the construction area pertaining to the specific Owner's Lot. Such trucks shall not be washed out on any other area of the subdivision unless specifically authorized by the Developer or the Board of Directors. The Lot Owner and contractor are responsible for containing all "washout" to preclude this water from entering washes and contaminating tree roots or other vegetation and shall be responsible for the clean up of any such "washout" from their specific Lot.

Clean Construction Site: During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the Owner and/or contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

Materials Storage: Construction materials shall be stored on the Lot, only for such time as reasonably needed and in orderly array.

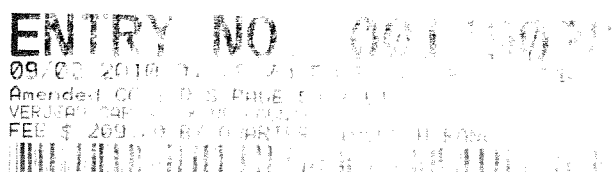
Sanitary Facilities: Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

Construction Access: The approved access drive will be the only construction access to any Lot.

Vehicles and Parking Areas: Construction crews will not park on, or otherwise use undeveloped portions of the Lot or the subdivision property. All construction vehicles shall be parked within the Homeowner's Lot or private access road.

Conservation of Native Landscape: The ACC shall have the right to flag major terrain features, rocks, or plants which are to be fenced for protection. Protected trees that cannot be moved must be marked and protected by flagging, fencing or barriers. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

Dust and Noise Control: The Owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the Owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does



not disturb the quiet peace and enjoyment of adjoining property Owners or the surrounding neighborhood.

Material Deliveries: All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the Lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

Firearms: Carrying any type of firearms on the property by construction crews is prohibited.

Alcohol and Controlled Substances: The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

Fires and Flammable Materials: Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited. At least one 10 pound ABC-Rated Dry Chemical Fire Extinguisher shall be present and available in a conspicuous place on the construction site at all times.

Restoration of Property: Upon completion of construction, each Owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the ACC, and repair of roadways, driveways, pathways, drainage, and culverts.

Construction Signage: Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. All signs are subject to approval by the Town of Orderville. The sign shall be free standing, not to exceed four feet in height above natural grade, and of a design and in a location within the site as approved by the ACC. Attachment of signs or similar material to trees or rocks is strictly prohibited.

Daily Operation: Daily working hours for each construction site shall be from 30 minutes before sunrise to 60 minutes after sunset, unless authorized otherwise by the ACC.

ACC SECTION "C"

REFUNDS OR FORFEITURES OF DEPOSITS

- (A) A deposit of FIVE HUNDRED DOLLARS (\$500.00) will be included with each submittal for consideration by the ACC. This deposit may be waived at the option of the ACC.

ENTRY NO. 00143039
09/02/2012
Amended CC 2 R/S OFF A 1
FEE \$ 209.00 BY 0 00143039
JUL 11 2012

- (B) FIFTY DOLLARS (\$50.00) will be used by the ACC to compensate for the cost of secretarial, bookkeeping fees and other expenses.
- (C) The remaining FOUR HUNDRED FIFTY DOLLARS (\$450.00) will be returned to the depositor at the completion of the residence and the homesite landscaping, providing all of the conditions contained herein have been met.
- (D) If any Architectural Control Committee inspections reveal any violations as noted in ACC SECTION "B" above, a FIVE HUNDRED DOLLAR (\$500.00) maximum penalty violation may be charged for **each** violation issued. A notification will be given for a 24 HOUR LIMIT to rectify the situation, after which time, the ACC may impose the penalty after a hearing and 72 hours advance notice, which sum may, also, be withdrawn from the Applicant's deposit or assessed in addition to the Applicant's deposit.
- (E) Advance approval is required by the ACC if (a) exterior features or (b) interior features which affect compliance with these standards or the covenants deviate or vary from approved plans. If an unapproved building deviation from the Applicant's approved plans and conditions of approval is found a penalty as defined in Article D above, may be levied against the Applicant and or contractor and the deviation must be remedied.
- (F) At completion of construction, the contractor or Owner will call for a final inspection by the ACC.
- (G) The deposit will be refunded if it is determined that all provisions have been complied with, that the house plans as originally approved have been followed, that the premises have been cleaned up and the homesite has been landscaped.
- (H) If it is determined that any conditions have not been met, the Contractor or Owner will be given THIRTY (30) days to comply, after which time the deposit will be forfeited and legal action may result.
- (I) TIME LIMIT on DEPOSIT REFUNDS is one hundred twenty (120) days from the date of completion. Date of Completion is when final power is approved and turned on or a certificate of occupancy is issued, whichever occurs first.
- (J) Issuance of an ACC "stamp of approval" obligates the contractor or Owner to carry construction to a stage of substantial completion within nine (9) months from date construction commenced. Substantial completion means that the exterior of the house is complete and a certificate of occupancy is issued.

ENTRY NO. 0014542-1
09 MAY 2018 05:18 AM
Amended CC & R's FOUR EIGHT
VERIFIED BY: [illegible]
FEE \$ 209.00
[illegible]

- (K) After plans are approved, construction must be started within One Hundred Eighty (180) calendar days, or the deposit will be forfeited.

(Remainder of this page intentionally left blank)

ENTRY NO. 10143417
09/02/2016 01:28:10 PM
Amended CC - 1 PAGE 5 of 5
FEB 2 2009 09:10 AM
JAN 11 2009 11:11 AM

ACC SECTION "D"

QUARTER CIRCLE H RANCH HOME OWNERS ASSOCIATION

ARCHITECTURAL SUBMITTAL CHECKLIST

PLEASE NOT: INCOMPLETE SUBMITTALS WILL CAUSE DELAY IN APPROVAL PROCESS.
PLEASE READ CHECKLIST CAREFULLY.

Below is a listing of items that are required to accompany the application prior to review by the Architectural Control Committee:

TWO (2) COPIES EACH OF ITEMS 1 THRU 5 BELOW ARE REQUIRED.

1. Application (Section E)
 - A. Complete Homeowner information (name, address, telephone)
 - B. Homeowner's signature.
 - C. Approximate start and completion dates.
 - D. Project(s) being submitted.
2. Signed Neighbor Impact Statement (Section F) -- The Impacted Neighbor Statement is intended to make neighbors aware of any improvement that may impact their property. It is intended for advisory use only. "Impacted" refers to immediate surrounding areas affected by the construction. "Facing" refers to most directly across the Common access street. "Adjacent" refers to adjoining properties. "Rear" refers to neighbor(s) directly behind the submitting Homeowner and shall include any Neighbor which may be primarily across any ravine or canyon, which is opposite the rear or "view" side of the submitting Homeowner where any such Lots are designated as a "View Lot".
3. Plans Showing the Work to be Completed -- Detailed drawings showing the height, length, width, color, materials and what the improvement will look like when it is completed.
4. Landscape Plans -- These plans show a diagram of your house and where the landscaping improvements will be placed and contoured. Indication of plant and tree types and location are required.
5. Material Samples -- Example: Type of rock to be used, color chip of any paint, pictures of gazebo, spa, or patio cover should accompany the plans for such item being submitted for approval. A detailed drawing or picture must be submitted.

Submit Application to:

Quarter Circle H Ranch Homeowners Association
Architectural Control Committee
P.O. Box 5570
Mount Carmel, Utah 84755

Failure to follow these requirements and procedures may cause your request to be delayed pending submission of additional information and documentation to the Architectural Control Committee. An incomplete application may affect the time limits for approval.

ENTRY NO 004100200
09/02/2010 01:03:00 PM
Amended CC & P's PAGE 01
VERIFIED CHIPS
FEE \$ 249.00 BY SUBMITTER

ACC SECTION "E"

QUARTER CIRCLE H RANCH HOME OWNERS ASSOCIATION

ARCHITECTURAL REVIEW SUBMITTAL FORM

Name: _____ Address: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Start Date of Project: _____ Finish Date of Project: _____

Projects being submitted: (Please check all appropriate spaces)

<input type="checkbox"/> Spa and Equipment	<input type="checkbox"/> Patio
<input type="checkbox"/> Satellite Dish/Antenna	<input type="checkbox"/> Patio Cover
<input type="checkbox"/> Wall	<input type="checkbox"/> Sports Apparatus/Play Equipment
<input type="checkbox"/> Gazebo	<input type="checkbox"/> Painting
<input type="checkbox"/> BBQ Island/Equipment	<input type="checkbox"/> Other Alteration or Construction
<input type="checkbox"/> Landscaping: <input type="checkbox"/> Front; <input type="checkbox"/> Rear; <input type="checkbox"/> Side(s)	

Please fill in details if not shown on plans:

1. Are all existing improvements shown on plans: ☐ Yes ☐ No
2. Landscape or Landscape additions require:
 - (a.) Names of Plants;
 - (b.) Locations of plant material;
 - (c.) Color and sample of rock material (if appropriate).
3. Types of building material to be used: _____

4. Color scheme of paint or improvements: _____

5. Checklist of interested parties or required permits:
 - (a.) County and/or Town of Orderville building permits attached? ☐ Yes ☐ No
 - (b.) Impacted Neighbor Statement signed by all affected neighbors attached:
☐ Yes ☐ No
 - (c.) Original submittal and plans with 2 copies included? ☐ Yes ☐ No

Please initial each paragraph below:

_____ Note: Owners remain permanently responsible for the maintenance and upkeep of additions and modifications to their property and must be recorded with their deed.

_____ Note: Plans that are approved by the Architectural Control Committee are not to be considered authorization to change the drainage plan as installed by the developer or the natural drainage of the property. The review is intended to consider aesthetic applicable aspects of drainage

ENTRY NO 000410-3
09-04-2010 01:26 PM
Amended CC 3.11.5 2005 SC 7.01
VERIFIED BY [illegible]
FEE \$ 200.00 BY [illegible]
[illegible]

ACC SECTION "F"

QUARTER CIRCLE H RANCH HOME OWNERS ASSOCIATION

IMPACTED NEIGHBOR STATEMENT

On (Date) _____, (Name) _____ submitted the attached plans for installation of _____

(Name or Describe Improvement sought)

These plans were made available to neighbors as required and noted below for their review. They have been notified that I am submitting these plans to the Architectural Control Committee for approval.

☐ I have reviewed and understand the plans mentioned above:

Facing neighbor: _____
(Print Name) (Signature)

☐ N/A

☐ Property Vacant Address: _____ Date: _____

☐ I have reviewed and understand the plans mentioned above:

Right side neighbor: _____
(Print Name) (Signature)

☐ N/A

☐ Property Vacant Address: _____ Date: _____

☐ I have reviewed and understand the plans mentioned above:

Left side neighbor: _____
(Print Name) (Signature)

☐ N/A

☐ Property Vacant Address: _____ Date: _____

☐ I have reviewed and understand the plans mentioned above:

Rear neighbor: _____
(Print Name) (Signature)

☐ N/A

☐ Property Vacant Address: _____ Date: _____

Note: The "Facing neighbor" is the one most directly across the street or Common access road of your property; The "Rear neighbor" is the one most directly behind your property opposite the Facing neighbor. A Rear Neighbor may include any Neighbor which is primarily across any ravine or canyon, which is opposite the rear or "view" side of the submitting Homeowner where any such Lots are designated as a "View Lot"

Where multiple neighbors may be impacted, each neighbor must have the opportunity to review the plans; use the back of this form for additional signatures. Please include all information.

All signatures must be obtained prior to submitting plans for approval. Failure to obtain appropriate signatures may result in delays in the approval process.

ENTRY NO 2010-00000
09/07/2010 01:00:00
Amended CC & R's PAGE 11 OF 11
VERIFIED BY: [Signature]
FEE \$ 209.00 BY: [Signature]
[Stamp: ACC SECTION F]

ACC SECTION "G"

QUARTER CIRCLE H RANCH HOME OWNERS ASSOCIATION

**NOTICE OF COMPLETION FOR
HOMESITE IMPROVEMENT(S)**

(Complete and return this form **AFTER** installation of improvements have been completed)

Home Owner Name (Print) _____

Day Phone Number(s) _____

Address _____

Date of Completion _____

Description of Improvement(s) _____

Signature of Owner _____

Note: Owners remain permanently responsible for the maintenance and upkeep of additions and modifications to their property or Lot and must be recorded with their deed.

DO NOT WRITE BELOW THIS LINE -- FOR STAFF USE ONLY

C = Comply NC = Non Comply

____ Spa and Equipment

____ Patio

____ Satellite Dish/Antenna

____ Patio Cover

____ Wall

____ Sports Apparatus/Play Equipment

____ Gazebo

____ Painting

____ BBQ Island/Equipment

____ Other Alteration or Construction

____ Landscaping: ____ Front; ____ Rear; ____ Side(s)

Date: _____

Date: _____

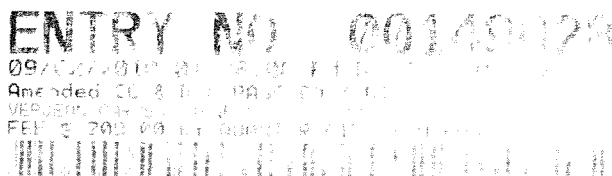
(Staff Signature)

(Architectural Control Committee Member Signature)

(Staff: Print Name)

(Architectural Control Committee Member: Print Name)

**Submit To: Architectural Control Committee
P.O. Box 5570
Mount Carmel, Utah 84755**



Acknowledgement and Agreement

I acknowledge that I have received a copy of the Quarter Circle H Ranch Homeowners Association's Declaration of Covenants, Conditions and Restrictions including Exhibits A, B, and C (hereinafter referred to as "Declaration"). I agree to abide by the covenants, conditions and restrictions as set forth in such Declaration, including the Rules and Regulations set forth by the Architectural Control Architectural Control Committee as such Rules and Regulations may be amended and revised from time to time, which shall be consistent with the Declaration. I agree that if there is any policy, provision, rule, regulation, or restriction in the Declaration that I do not understand, I will seek clarification from the Developer, the Association's Board, the Association's Executive Management, or the Architectural Control Architectural Control Committee whichever shall be appropriate for providing such clarification. No supervisor or other representative of the Quarter Circle H Ranch Homeowners Association has the authority to enter into any agreement, or to make any agreement contrary to the Declaration. In addition, I understand that the Declaration states the Quarter Circle H Ranch Homeowners Association's policies and practices on the date of publication. I understand that nothing in the Declaration may be construed as creating a promise of future benefits or a binding contract with the Developer or the Quarter Circle H Ranch Homeowners Association for construction purposes or for any other purpose. I also understand that this Declaration and the Rules and Regulations of the Architectural Control Committee are continually evaluated and may be amended, modified or terminated by the Quarter Circle H Ranch Homeowners Association at any time.

Please sign and date this receipt and return it to the Executive Management person who provided you with the Quarter Circle H Ranch Homeowners Association Declaration of Covenants, Conditions, and Restrictions.

Buyer's Signature

Date

Buyer's Name (print)

Buyer's Signature

Date

Buyer's Name (print)

ENTRY NO. 0014020
09/02/2010 01:28:00 PM
Amended CC & R PAGE 51
PER/DEVELOPER/ASSOCIATION
FEE \$ 289.00 - QUARTER CIRCLE H RANCH