

WHEN RECORDED, RETURN TO:

Jared M. Westhoff
321 N Mall Drive, O-202
St. George, UT 84790

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE COVE AT SILVER REEF**

WHEREAS, Silver Reef Investment Holdings, LLC, a Utah limited liability company (hereafter “**Declarant**”), is the owner of the Property.

WHEREAS, the Property is comprised of approximately 144 acres. The legal description for the Property is attached hereto as **Exhibit 1**.

WHEREAS, the Declarant is developing the Property, which is to be known as the Cove at Silver Reef, and on which Declarant, or other parties, will construct Residences, and other improvements; and

WHEREAS, the Declarant desires to subject the Property to certain covenants, conditions, restrictions, easements, and equitable servitudes (the "Covenants") to promote the health, safety, and welfare of the residents and owners of the Property; and

WHEREAS, the Declarant has caused to be filed of record a Subdivision Plat for the Property in the Office of the Recorder of Washington County, Utah; and

WHEREAS, Declarant desires to cause the Property to be owned, managed, and conveyed subject to the terms of this Declaration; and

WHEREAS, Consistent with the Utah Community Association Act, Utah Code Ann. 57-8a-101 et seq, this Declaration is intended to and shall run with the land and shall govern the Property and use of the Subdivision and shall be binding on the Association and Owners and any other Person that now or hereafter has any legal, equitable, or beneficial interest in any Lot or any other portion of the Property. By taking title to a Lot or any other property in the Property, each Owner joins in and accepts the intent, purposes and objectives of this Declaration and agrees to be bound by it and acknowledges the benefits received from its existence and accepts the burdens that accompany these benefits.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the propose of enhancing and protecting the value, desirability and attractiveness of the Property. These 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.

ARTICLE I DECLARATION

1. **Strict Compliance.** The Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions, and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property. It is the intention of the Declarant imposing the covenants, conditions, and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of the Owners. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions, and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Association, or by any Owner. The Community is not a cooperative.

2. **Declarant Exceptions.** Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of any Community Improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with applicable Town ordinances.

3. **Environmental Compliance.** An Environmental Covenant has been recorded on July 12, 2021 in the Office of the Washington County Recorder as Entry Number 20210047099. The Environmental Covenant is binding upon approximately 90 acres of the Property “the “VCP Jurisdictional Property”). The Environmental Covenant remains in full force and effect with respect to the VCP Jurisdictional Property. The Environmental Covenant is attached as **Exhibit 2** hereto. To the extent of any conflict between this Declaration and the Environmental Covenant and relating to the VCP Jurisdictional Property, the terms of the Environmental Covenant shall control.

4. **Environmental Cleanup.** The VCP Jurisdictional Property was remediated pursuant to the Utah Department of Environmental Quality's Voluntary Cleanup Program ("UDEQ VCP"). This portion of the Property is also subject to ongoing maintenance activities as described in the Site Management Plan which was dated and approved for the Environmental Covenant Property in March 2022 (the "SMP").

5. **Bylaws.** The Bylaws for the Cove at Silver Reef Community Association are attached as **Exhibit 3** hereto.

6. **Utah Community Association Act.** This Declaration is adopted in conformance with the Utah Community Association Act, Utah Code Ann. §57-8a-101, *et seq.*

ARTICLE II DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, whether capitalized or not, when used in this Declaration, shall have the following meanings:

"Accessory Building" shall mean a structure in addition to the Dwelling constructed on a Lot which may be used as a shop, garage, casita or additional storage area as allowed by Town ordinances.

"Area of Common Responsibility" shall mean any areas in the Property for which the Association has or assumes responsibility pursuant to the terms of this Declaration or other applicable covenants, contracts, or agreements.

"Association" shall mean The Cove at Silver Reef Community Association, a Utah non-profit corporation.

"Board of Trustees" or **"Board"** shall mean the board of trustees of the Association.

"Bylaws" shall mean the amended and restated bylaws for the Association attached hereto as **Exhibit 3**, as they may be amended from time to time.

"Class "A" Members" shall mean all Owners with the exception of the Class "B" Member, but shall include the Declarant after the termination of the Class "B" Control Period.

"Class "B" Member" shall mean the Declarant during the Class "B" Control Period.

“Class “B” Control Period” shall mean and refer to the period of time during which the Class “B” Member shall be entitled to appoint a majority of the members of the Board of Trustees, as provided in this Declaration and the Bylaws. The Class “B” Control Period shall terminate as provided in Article IX hereof.

“Community” shall mean the community known as The Cove at Silver Reef encompassing the Property and the Improvements constructed on the Property.

“Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Community. Such standard may be more specifically determined by the Declarant during the Class “B” Control Period, or at any time by the Board of Trustees or the ARC.

“Declarant” shall mean and refer to Silver Reef Investment Holdings, LLC, a Utah limited liability company, its successors, assigns and designees.

“Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Cove at Silver Reef, as it may be amended or supplemented from time to time.

“Design Guidelines” shall mean the Design Guidelines for The Cove at Silver Reef, which shall be initially prepared by Declarant and modified from time to time by the ARC, as set forth in Article VI of this Declaration.

“Dwelling” shall mean the primary detached single-family residence built or to be built on any Lot.

“Excavation” or **“excavation”** shall mean any disturbance to the surface of the Property, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than twelve inches (12”) from the natural surface of the Property, or any grading of the surface of the Property. Excavation shall include any activities for which an excavation or grading permit would be required under the ordinances and regulations as adopted by the Town.

“Front Yard” shall mean the area of the Lot between the Roadway providing the main vehicular access to the garage of a Dwelling and the face of the Dwelling (excluding any porches, stairs or patios) that is closest to such Roadway, as determined by the Association in its sole discretion.

“Improvements” shall mean all structures, appurtenances or other things that are constructed or installed of every type and kind, including but not limited to buildings, dwellings, garages, caretaker dwellings, storage buildings, barns, sheds, walkways, retaining walls, utility

lines, sprinkler pipes, driveways, fencing, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, patios, hardscapes, and any mechanical equipment located on the exterior of any building.

“Member” shall mean any member of the Association.

“Large Headframe” shall mean that area which contains a large head frame historically used to access former underground mine workings, and located south of Lot 38 in the Non-Developed Area, and designated as such on **Exhibit 5** hereto.

“Lot” shall mean any numbered lot on the Plat intended for private use or ownership.

“Non-developed Area” The Master Development Agreement shall designate certain areas as being “Non-Developed Areas”. No lots, or front or rear yards may be located in the Non-Developed Areas.

“Non-VCP Property” means all areas of the Property that were not remediated during the Utah Department of Environmental Quality Voluntary Cleanup Program. A map of the Non-VCP Property is attached hereto as **Exhibit 4**.

“Owner” shall mean the Person or Persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

“Person” shall mean a natural person, trustee or any legal entity with a right to hold title to real property in the State of Utah.

“Phase A Development Area” shall mean the real property more particularly shown and described in **Exhibit 6** attached hereto.

“Phase B Development Area” shall mean the real property more particularly described in **Exhibit 6** attached hereto.

“Phase C Development Area” shall mean the real property more particularly described in **Exhibit 6** attached hereto.

“Phase D Development Area” shall mean the real property more particularly described on **Exhibit 6** attached hereto.

“**Plat**” shall mean the Recorded plat of the subdivision known as The Cove at Silver Reef as approved by the Town, as it may be amended from time to time.

“**Property**” shall mean all of the land described on **Exhibit 1** attached hereto.

“**Record**,” “**Recording**,” or “**Recorded**” shall mean the filing of a legal instrument in the office of the Washington County, Utah Recorder.

“**Repository**” shall mean that area located northwest of the Phase A Development Area and referenced as the Soil Repository area in **Exhibit 5** hereto, into which Declarant has placed certain contaminated soils that exceeded the site-specific cleanup levels for certain metals, and that were excavated and removed from the Property under the oversight of the Utah VCP.

“**Roadway**” shall mean those portions of the Property meant for vehicular and pedestrian traffic and shown as public rights-of-way on the Plat that have been or will be dedicated to the Town as a public right-of-way.

“**Site Management Plan**” or “**SMP**” shall mean the Site Management Plan dated March 2020 as may be amended from time to time on file with and approved by UDEQ, entered pursuant to the Utah VCP.

“**Small Headframe**” shall mean that area which contains a small head frame historically used to access former underground mine workings, located north of Lots 48 and 49 in the Non-Developed Area, and designated as such on **Exhibit 5** hereto.

“**The Cove at Silver Reef Architectural Review Committee**” or “**ARC**” shall mean the committee created under Article VI of this Declaration.

“**Town**” shall mean the Town of Leeds, Utah, a municipal corporation of the State of Utah.

“**Trails and Open Space**” shall mean those portions of the Property designated on the Plat as Open Space, which may be owned by the Town, if dedicated to the Town, or by the Association when deeded to the Association.

“**UDEQ**” shall mean the Utah Department of Environmental Quality.

“**Utah VCP**” or “**VCP**” shall mean the UDEQ’s Voluntary Cleanup Program.

ARTICLE III

BUILDING RESTRICTIONS & REQUIREMENTS

1. **Building Restrictions:**

- a. **Residential Use Only.** Lots shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Dwelling with the prescribed building height and floor area as described in the Design Guidelines, and otherwise complying with the Design Guidelines and the ARC approvals as set forth in this Declaration. No Improvements shall be constructed or installed or allowed to remain on any Lot except as are in compliance with this Declaration, and have received all necessary approvals of the ARC and any applicable legal authority.
 - i. The styles will be any of the following: Mid Century, Modern, Modern Mediterranean, Contemporary, and Modern Santa Fe. Home design must be approved by the Architectural Review Committee.
 - ii. The minimum square footage for any single-family dwelling shall be 1,800 square feet.
 - iii. The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials
 - iv. The maximum height for any single-family dwelling is 35 feet. The height of the single-family dwelling will be measured from the high point of the designed pad grade to the top of the highest point of the roof pitch. Pad grade will be determined as designed during construction drawings for the horizontal improvements. Highest point of the roof pitch does not include chimneys or architectural accents. No dwelling shall be less than one story in height.
 - v. The roof type of any structure may be any of the following: flat, mansard, hip, gable or gambrel. Roof pitches may be flat or between 1/12 -6/12 and design should match the styling of the overall home design.
 - vi. Side yard setbacks are 10'.

- vii. On corner lots the side yard setbacks are 15', the side yard setback to the garage is 20', and if the garage sits perpendicular to the street the setback to the garage is 50' from the corner.
 - viii. Rear yard setback is 20'.
 - ix. Front yard setback is 20'.
 - x. For a lot on a cul-de-sac or on a curve in a street that exceeds a thirty (30) degree bend in the street the minimum lot width measured at the front yard setback may be 45'.
 - xi. Neighboring driveways may be closer than 100' apart.
 - xii. The Master Development Agreement shall designate certain areas as being "Non-Developed Areas". No lots, or front or rear yards may be located in the Non-Developed Areas. Connecting roads and utilities, and/or public facilities such as pump stations or lift stations, are allowed in the Non-Developed Areas.
 - xiii. Exterior materials for each Dwelling Unit may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the Architectural Review Committee.
 - xiv. Fencing is allowed behind the front plane of the home. All materials, specifications, and locations are to be approved by the ARC. The fencing materials are to be ironwork, natural stone, stucco, natural colored block, and milled lumber. Privacy fences shall not exceed 6 ft. Additional height for fencing may be approved by the ARC for placement around a sports court.
- b. **Accessory Buildings.** In addition to the Dwelling, one (1) Accessory Building may be allowed as approved by the ARC in accordance with the terms of this Declaration. Construction and design of Accessory Buildings shall be subject to the following limitations:
- i. No Accessory Building shall be approved for construction on any Lot by the ARC unless approved in conjunction with construction of the Dwelling on such Lot, or a Dwelling has been approved or constructed on the Lot prior to the Accessory Building proposal.

- ii. No construction of an Accessory Building shall commence prior to the commencement of construction of a Dwelling on the same Lot.
 - iii. Only one accessory dwelling unit is allowed per lot.
 - iv. Accessory structures shall not be built within the front, side or backyard setbacks.
 - v. If the accessory structure is either just a garage or just an accessory dwelling unit, then the accessory structure may be up to 30% of the size of the total square footage of the single-family dwelling. If the accessory structure is both a garage and an accessory dwelling unit then it may be up to 40% of the total square footage of the single-family dwelling.
 - vi. Any building on a lot that is intended to house animals or fowl shall be located 50 feet from the main residential structure on that lot and comply with all setbacks associated with that lot.
- c. **Garage Required.** Every Dwelling shall have as a minimum a fully enclosed two-car garage, which if detached from the Dwelling shall constitute the Accessory Building.
- d. **Pools.** All swimming pools are required to be constructed at the same time as the Dwelling. Swimming Pools may also be subject to additional permits and fees as determined by the Town of Leeds.
- e. **Design.** The Dwelling and Accessory Building must be constructed in color and architecture style that are consistent and in harmony with the other, as approved by the ARC.
- f. **Certificate of Occupancy.** Dwellings and Accessory Buildings within the Community shall have received a certificate of occupancy from the Town within twelve (12) months of commencement of construction.
- g. **Radon Mitigation System Required.** Each Dwelling is required to have an active radon mitigation system with a fan. The system is to be installed by a state licensed contractor and meet EPA standards.
2. **Temporary Structures:** No structure of a temporary character, whether a trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be allowed on any Lot at any time. Declarant is exempt from this provision so long as Declarant owns any Lot and may place a

temporary office or offices and other structures of a temporary character on a Lot or Lots for the purpose of selling Lots, building Dwellings and constructing other Improvements on the Property. Said temporary offices must be removed within a reasonable time after the activities cease for the purpose of the office or other temporary structure.

3. **Signs:** No attached or detached signs or displays visible from an adjacent Lot, Trails and Open Space or any Roadway shall be permitted unless the design and color has been submitted to and approved by the ARC in writing so as to assume a dignified and basically uniform appearance of all signs permitted with the Community. No additional signage of any kind will be permitted, except signs required by legal proceedings, applicable laws and ordinances, temporary construction signs by each builder as specified in the Design Guidelines, and direction signs provided by Declarant or the Association. See the Design Guidelines for further information on the use of signs and flags.

4. **Driveways:**

- a. **Materials.** All driveways, walkways, parking areas and other areas of similar nature on a Lot shall be of such materials and in such colors as are approved by the ARC. They must be built in accordance with the plans and specifications approved by the ARC and completed before occupancy of the Dwelling.
- b. **Design.** All Dwellings shall have a single hard-surfaced driveway connecting the garage and parking to the Roadway and allowing safe ingress and egress. Driveways shall be designed and installed to create the least disturbance possible, and to minimize the scarring of the terrain and removal of trees, vegetation, boulders and other natural beauty.
- c. **Width.** All driveways shall be a minimum of twelve feet (12') in width but may be wider as the conditions set forth herein allow, as approved by the ARC.
- d. **Capacity.** Guest parking space for at least two (2) vehicles shall be included in the design of the driveway for each Lot, and such guest parking shall be designed to minimize the visual impact on other Lots or the Roadways.

5. **Landscaping.** Landscaping shall be completed at the Owner's sole cost and expense within the Front and Side Yard of a Lot within three (3) months after the issuance of a certificate of occupancy for the Dwelling. The landscaping shall be completed in accordance with a landscaping plan approved by the ARC, as provided for in this Declaration. The Association will maintain the landscaping on the front and side yards to the back plane of the home. The back plane of the home being defined as where the side of the home ends and the back begin on each side of the house. If a fence is installed on the side yard, the Association will only maintain up to the front

of the fence line. The cost of maintenance shall be included in the regular assessments provided for in this Declaration. Maintaining backyard landscaping is the responsibility of the Lot Owner.

- a. Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions.
 - b. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
 - c. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Planting beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
 - d. Up to 3000 SF of irrigated grass per home is allowed. Fruit Trees are also allowed.
 - e. Artificial Turf is allowed.
 - f. Shrubs and plants must harmonize with the surrounding environment and adhere to the overall aesthetic of the community.
 - g. All landscaping designs for front areas are to be designs that complement the surrounding natural beauty.
6. **Easements for Encroachments.** If any Improvement on a Lot encroaches or shall hereafter encroach upon the Trails and Open Space, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances on the Trails and Open Space. Encroachments referred to herein are limited to encroachments caused by error in the original construction of the Improvements constructed or to be constructed within the Community caused by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Community, or any part thereof, in accordance with the provisions of this Declaration.

ARTICLE IV USE RESTRICTIONS

1. **Care and Maintenance of Lot:** The Owner of each Lot shall keep the same free from rubbish, litter and weeds. All structures, landscaping and Improvements shall be maintained in good condition and repair at all times in accordance with the Community-Wide Standard.
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 occupants of any other Lot or the Community. No Lot shall be used for any illegal purpose.
3. **Animals:** Owners are allowed to keep hens, but no roosters or other livestock are allowed to be raised, bred, or kept on any Lot. Pets shall not be kept if they create noise that, in the sole discretion of the ARC, constitutes a nuisance. The maximum number of animal units allowed for each home is 6 hen chickens (no roosters), two dogs and two cats.
4. **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 on any Lot except in sanitary containers. No unsightly materials or other objects are to be stored on any Lot in view of the general public or occupants of neighboring Lots.
5. **Storage of Materials:** During construction of a Dwelling, any Accessory Building or any other approved Improvement, and for a period of 60 days after completion, a Lot may be used for the storage of materials used in the construction of such Improvements. The total storage period shall not exceed 180 days unless specifically approved by the ARC.
6. **Vehicles:** Motor vehicles that are inoperable shall not be permitted to accumulate upon any Roadways or Lot. 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, smell and sound of such activity from the Roadways and neighboring Lots. No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within a fully enclosed area where such vehicle is fully screened from view from Roadways and other Lots. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles.
7. **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 Town ordinances.
8. **Motorcycles:** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated in accordance with applicable laws and ordinances only on established Roadways and are specifically prohibited from operating

in all other portions of the Property, including the Trails and Open Space, and are to be used on Roadways only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Community, except as permitted by rule of the Association.

9. **Fire, Firearms, and Explosives:** No open burning shall be allowed anywhere in the Property, whether on a Lot or in the Trails and Open Space. The discharge of firearms in, across, or into the Community is prohibited, as is the discharge of explosives other than for purposes of construction by a contractor properly licensed and in compliance with all applicable federal, state, and local laws and safety codes.

10. **Lease Limitations.** No Owner shall lease all or any part of the Lot owned by the Owner except that an Owner may lease the entire Lot and Dwelling, together with any Accessory Building if applicable, for a period of 6 months or longer so long as any lease strictly complies with this Declaration and any zoning or other Town or other applicable laws and ordinances. Any lease shall expressly include as a covenant of the lease that any tenant, occupant of the Lot or other guest or invitee on the leased Lot shall strictly comply with all of the terms of this Declaration and any other applicable laws, rules and regulations applicable to the Lot and Community. No Owner shall engage in nightly rentals or rental of a period of less than 6 months of all or any part of a Lot, Dwelling or any Accessory Building, nor shall any Owner fractionalize or time share a Lot, Dwelling or Accessory Building.

ARTICLE V

OPEN SPACE & TRAILS - PROTECTION AND PRESERVATION

1. **Right of the Association to Protect Open Space and Trails:** With respect to all Trails and Open Space, except to the extent the dedicated to the Town, the following rights, licenses and easements are hereby granted to the Association, its employees and duly authorized agents, in order to maintain and protect the natural beauty of the Trails and Open Space as it presently exists in its natural state:

- a. **Preservation.** The Association retains the right to preserve, protect and conserve the Open Space and Trails;
- b. **Use Restrictions.** The Association retains the right to prevent any activity on or use of the Trails and Open Space that is inconsistent with the Community-Wide Standard and/or the purpose of this Article V and the Declaration.

2. **Prohibited Uses:** Any activity on or use of the Trails and Open Space inconsistent with the Community-Wide Standard and/or the purpose of this Article is prohibited. Without limiting

the generality of the foregoing, the following activities and uses are expressly prohibited on the Trails and Open Spaces:

- a. **Subdivision.** The legal or de facto division, subdivision, or partitioning of the Trails and Open Space for any purpose;
- b. **Non-Recreational Uses.** Any agricultural, residential, commercial, or industrial use of or activity on the Trails and Open Space;
- c. **Structures and Other Encroachments.** The placement, construction, or maintenance of any Improvement of any kind, except as may be necessary for flood control, drainage management, and repair or remediation activities, including without limitation road maintenance and improvement;
- d. **Motorized Vehicles.** Use of any motorized vehicle (except for e-bikes as may be allowed from time to time on any portion of the Trails and Open Spaces designated for bikes as may exist from time to time), except as may be necessary for repairs or remediation activities, or for fire and other emergency vehicle use;
- e. **Overnight Camping.** Camping on the Trails and Open Space;
- f. **Oil and Gas Activity.** Exploration and drilling for and extraction of oil and gas from any site on the Trails and Open Space;
- g. **Refuse.** Dumping or storing of ashes, trash, garbage or junk on the Trails and Open Space;
- h. **Mining or Mineral Activity.** Quarrying, mining, excavation, depositing or extraction of sand, gravel, soil and rocks and, without limitation, any mineral or similar materials from the Trails and Open Space;
- i. **Hazardous Waste Disposal.** Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or materials, pollutants or debris in, on or under the Trails and Open Space or into the surface or groundwater on or under the Trails and Open Space;
- j. **Open Flame/Fire.** Burning of any materials on the Trails and Open Space;
- k. **Soil Degradation.** Any use or activity that causes or is likely to cause significant soil quality degradation or any erosion, interference with natural drainage, and depletion or pollution of any surface or subsurface waters;

- l. **Hunting.** Hunting or trapping for any purpose except as approved in advance by the Association for scientific research or problem or predatory animal control on the Trails and Open Space;
 - m. **Firearms.** The discharge of any firearms or explosives within, into, or across the Trails and Open Space;
 - n. **Trail Creation.** Random trailing and overuse of multiple paths on the Trails and Open Space, provided that the Association may designate trails on the Trails and Open Space and prohibit other walking, bicycling or horse riding routes; and
 - o. **Advertising.** The placement or maintenance of signs, billboards, flyers. or any other outdoor advertising of any kind or nature on the Trails and Open Space except for the following:
 - i. Signs relating to the use or limitations on use applicable to the Trails and Open Space;
 - ii. Directional and regulatory signs relating to the Trails and Open Space; and
 - iii. Signs of informational and educational nature relating to the Trails and Open Space, all for the use and benefit of the Association and its members.
3. **Open Space.** Any Open Space, except for the Repository, Large Headframe and Small Headframe, shall be landscaped with grass, bushes, shrubs, trees, and other planting beds or left in a natural vegetative state. Some open space may be dedicated to the Town and if so, it shall be maintained exclusively by the Town at the Town's sole cost and expense, and neither the Declarant nor the Association shall be legally responsible for what the Town does or does not do.
4. **Rights of the Association and its Members:** The Owners and their guests shall have a license to engage in, or permit or invite others to engage in, uses of the Trails and Open Space that are not prohibited herein or in any rules and regulations promulgated from time by the Association and are not inconsistent with the purpose of this license and do not create any unreasonable disturbance or nuisance for any other Owner or occupant of the Community, as determined by the Association in its sole discretion. Under no condition shall any use by any Owner or their guests include, or interfere with the following:

- a. **Exclusivity.** The exclusive right of the Association to remove such weeds and other flora within the Trails and Open Space that are hazardous to the uses and practices herein reserved;
- b. **Landscaping.** The exclusive right of the Association to plant and maintain native trees, bushes, and grasses to protect, preserve, and enhance the aesthetic and wildlife habitat values of the Trails and Open Space;
- c. **Drainage Maintenance.** The exclusive right of the Association to maintain and restore watercourses, ditches and other drainage improvements as the same may exist on the Trails and Open Space.

ARTICLE VI

DESIGN CONTROLS

- 1. **The Cove at Silver Reef Architectural Review Committee:**
 - a. **ARC Approval.** All Improvements and landscaping on a Lot must be approved by the ARC prior to the commencement of construction or installation. Exterior colors for Improvements must be of natural earthtones, as approved by the ARC and set forth on the color palette to be established and enlarged or reduced by the ARC from time to time.
 - b. **ARC Members.** The Declarant shall appoint the ARC, consisting of three (3) persons, one (1) of whom shall be knowledgeable in the area of residential development until the end of the Class “B” Control Period, or the prior time that Declarant relinquishes this power to the Association in writing. When the Declarant ceases to have this power, the Board shall appoint and remove the ARC. Persons selected by the Board for the ARC may be nominated by an Owner or Owners. The initial committee members shall be selected for terms of one (1), two (2), and three (3) years each, and thereafter ARC members shall be selected for terms of three (3) years. If neither the Declarant nor the Board appoint members to serve on the ARC, then by default the Board shall be responsible to fulfill the duties of the ARC as set forth herein.
 - c. **ARC Amendment of Design Guidelines.** The ARC shall have the power and discretion to adopt, modify, and amend Design Guidelines for the Property, which shall then be made effective by a formal vote of the Board of Trustees. The Design Guidelines shall at all times conform with the provisions of this Declaration and shall set forth such recommendations, guidelines, requirements, and restrictions as the ARC sees fit to preserve the character and complementary design of improvements to the Community.

- d. **ARC Submissions.** To commence the process of receiving any required ARC approval hereunder, three (3) complete sets of building plans and specifications shall be filed with the ARC, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact plat of the building site which the improvements will cover, with such a fee as the ARC may determine from time to time, and an application and such supporting material, such as samples of building materials, as, the ARC deems necessary. No work shall commence unless and until the ARC 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 ARC pursuant hereto. The second set of such plans shall be provided to the Town and the third set shall be filed as a permanent record with the ARC.
- e. **ARC Compensation.** No member of the ARC shall receive any compensation or make any charge for services rendered. The ARC 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 be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The ARC shall, by majority vote, elect one (1) of its members as chairman and one (1) of its members as secretary and the duties of each will be such as usually appertain to such offices. The ARC shall meet on a regular basis as determined by the ARC. The ARC shall have power, by majority vote, to promulgate rules and regulations to guide it in its activities. By majority vote of the ARC or by vote of a majority of the Owners, by one (1) vote for each Lot, any rule or regulation may be amended, adopted or repealed.
- f. **ARC Approval Required.** Construction of any Improvement on a Lot shall be of a design approved by the ARC and of new material.
- g. **Responsibility for Violations of Declaration and Design Guidelines.** The Owner and/or contractor shall be jointly and severally liable for required changes to floor plans, colors, materials, etc., by reason of violations of the Declaration, or the rules, regulations or design standards of the ARC.
- h. **ARC Indemnification.** The ARC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it. Any errors or omissions in the design of any 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 ARC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

- i. **No Waiver.** The approval of the ARC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ARC to disapprove any similar plans and specifications subsequently submitted.
- j. **ARC Fines.** The ARC may levy a fine or penalty not to exceed Five Hundred Dollars (\$500) 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 ARC, after three (3) days written notice, and opportunity for hearing. A fine increasing by not more than One Hundred Dollars (\$100) per day above the amount of the fine levied on the day prior 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.
- k. **Additional Permits.** No Improvement 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 following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ARC to refuse to approve any such matter.
- l. **Certificate of Architectural Compliance.** Any Owner may request that the ARC or the Association issue a certificate of architectural compliance certifying that there are no known violations of the Design Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the ARC and Association from taking enforcement action with respect to any condition as to which the ARC or Association had notice as of the date of such certificate.
- 2. **Front, Side, and Backyard Landscaping:** The Community is a water-efficient community with a landscape concept that emphasizes water conservation and low water demand plant materials. A variety of plants survive in this arid climate and blend with the natural desert, and have desirable drought tolerant characteristics, and foliage and seasonal flowering; once established, the plant material can survive with little or no water. Guidelines shall be established for landscape plan approval by the ARC. The ARC shall have discretion to allow variance from the landscape guidelines in its sole discretion. Once landscaping is installed, the Association will maintain each Lot's front and side yard landscaping. Each Owner shall maintain its backyard

landscaping at a reasonable standard compatible with other homes in the Community. All site disturbance and the removal of boulders, trees and other vegetation shall be minimized.

3. **Fences and Walls:** Fencing shall only be allowed as approved by the ARC in conformance with the Design Guidelines. Fences shall not exceed six (6) feet in height except as may be approved by the ARC relating to any approved sport court. No walls (except for retaining walls or walls of a Dwelling or Accessory Building, all as approved by the ARC and built in accordance with this Declaration and any Design Guidelines) shall be built on a Lot except as may be approved by the ARC and relating to a swimming pool.

4. **Sight Distance at Intersections:** No fence, wall or hedge, which obstructs sight lines at elevations between two (2) and six (6) feet above the Roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5. **Slope and Drainage Control:** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

6. **Soils Test:** Owners are required to obtain a soils test and recommendation for the foundation for their home from a Utah registered engineer prior to construction. Furthermore, the ARC may condition final approval following the recommendations set forth in the soils report.

7. **Site Work:** No excessive excavation or fill will be permitted. Where soil is exposed it shall be recontoured as needed and appropriately landscaped. Every effort must be taken to avoid disturbing rock outcroppings or trees. Owners are encouraged to work existing rocks and trees into the design of the Lot. Site grading and drainage must occur with minimum disruption, without altering natural drainage patterns and without causing conditions that could lead to unnecessary soil erosion. Cut slopes required for any driveway should be landscaped and any required retaining walls must be constructed or surfaced with stone to match the natural surroundings.

8. **Antennas:** Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the Dwelling or Accessory Building if applicable. It is mandatory that all homes be pre-wired for cable reception.

Satellite dish antennas shall be allowed; they are to be placed so as to be as unobtrusive as possible and shall be camouflaged if feasible, and shall not exceed 20 inches (20”) in diameter or width.

9. **Light.** In order to protect the night sky, lights used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All light sources must be shaded. No exposed bulbs are permitted. No high intensity lighting is allowed.

10. **Fireplaces:** Any structure designed with a fireplace to burn wood shall be equipped with appropriate spark arresting equipment. Such equipment shall not necessarily be required on natural gas or other fireplaces.

11. **External Equipment:** All electrical service equipment and subpanels and all mechanical equipment, including but not limited to, air conditioners, pool equipment and solar panels, shall be painted to match the surrounding wall color or screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof or adjacent wall color, and screened or integrated into the design of the structure.

12. **Swimming Pools and Spas:** The ground in the Property is very rocky and any attempt to dig a swimming pool will be expensive and very difficult. Swimming pools and spas must be constructed at the same time as the Dwelling. They are required to be designed as a visual extension of the Dwelling through the use of walls or courtyards. No above ground swimming pools are permitted. Pools and spas must be constructed according to applicable Leeds regulations and must be approved by the ARC or as set forth in the Master Development Agreement for the subdivision. The Owner acknowledges that the Town of Leeds may require additional fees and inspections to oversee the construction and installation of a swimming pool.

13. **Re-subdivision of Lots:** No Lot shall be divided, subdivided, partitioned, parceled or broken up into smaller Lots or units.

14. **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 ninety (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.

15. **No Basements.** No below grade improvements shall be constructed within a Dwelling or Accessory Building.

16. **ARC Denial or Modification of Owner's Application.** If the ARC denies or requests modifications to an Owner's building application, the decision will be issued in writing by the ARC within 30 days of receiving the application. The ARC's decision is required to reference the specific parts of this Declaration, Bylaws, or Association Rules that were violated. The ARC's decision will also reference the following appeal procedures.

- a. **Appeal to Board of Trustees.** The Owner may appeal an ARC denial within 15 days of receiving the ARC denial letter to the Board of Trustees. The appeal will provide the Board of Trustees with relevant drawings, the ARC application materials, and reasons why the application complies with this Declaration, the Bylaws, and/or Association Rules. The Owner may request the Board of Trustees to schedule a hearing with the Owner that will be held within 15 days of receiving the Owner's Appeal. Within 15 days from a hearing, or if no hearing is requested, within 15 days of receiving the Owner's Appeal materials, the Board of Trustees will issue its written decision on the application.
- b. **Community Association Ombudsman.** If the Owner is not satisfied with the Board's final decision, they may contact the Office of the Homeowner's Association Ombudsman pursuant to Utah Code Ann. §13-79-101 *et seq.* for a written advisory opinion. The advisory opinion will be considered a final and binding decision on the Association and Owner unless the Parties seek review of the ARC's decision in district court.

ARTICLE VII FINANCES AND OPERATIONS

1. **Creation of Lien and Personal Obligation of Assessment:** The Declarant 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 Association, assessments or charges and interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the Owner of the Lot at the time when the assessment fell due, and (b) successors-in-title who took title to the Lot when assessments were delinquent.

2. **Purpose of Assessments:** The assessments levied by the Association shall be used by the Association for the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners or the Community. The assessments must provide for but are not limited to, the payment of taxes which may be assessed on Association, payment of property and insurance maintained by the Association; the payment of the cost of maintaining, repairing or replacing the Areas of Common Responsibility; compliance with ongoing

maintenance and annual reporting requirements under the UDEQ VCP; maintaining, repairing or replacing Association signs and landscaping; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for maintenance and repairs from time to time of damage occurring to the Trails and Open Space, the costs of maintaining the landscaping in the Front Yards (except as otherwise provided for herein), and other amounts required that the Board of Trustees shall determine to be necessary to meet the primary proposes of the Association or to fulfill the Association's responsibilities hereunder.

3. **Assessment:** The amount of the assessment will be established by the Association prior to the beginning of each fiscal year, or, with respect to the first assessment amount, at any time prior to selling any Lot to an Owner other than Declarant. Payment to be made by the tenth of each month. This amount can be adjusted prior to the beginning of each fiscal year as stated below:

- a. **Increases less than 15%.** The monthly assessment may be increased each year by up to fifteen percent (15%) above the maximum assessment for the previous year, by resolution of the Board and without a vote of the Members.
- b. **Increases more than 15%.** The Association may increase the assessment more than fifteen percent (15%) above the maximum assessment for the previous year provided that any such change shall have the approval of sixty percent (60%) of the votes of Members, voting in person or by proxy, at a meeting duly called for this purpose.

4. **Special Assessments:** In addition to the monthly assessments, the Association may levy a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any items mentioned in Article VII. 2 above. Special assessments must have the approval of sixty percent (60%) of the votes of the members voting in person or by proxy, at a meeting duly called for this purpose.

5. **Uniform Rate of Assessment; Periodic Assessment:** Assessments must be fixed at a uniform rate for all Lots, except to the extent otherwise specifically provided for in this Declaration; provided, however, that assessments shall not accrue against the Declarant or Lots owned by the Declarant.

6. **Date of Commencement of Assessments:** The assessment provided for herein shall be paid on a monthly basis and commence to accrue on the day escrow closes for the purchase of the Lot. The first assessment shall be adjusted according to the number of days remaining in the month and will be pro-rated accordingly.

- a. **Notice of Assessments.** At least thirty (30) days prior to the commencement of each new assessment period, the Board of Trustees shall send or cause to be sent a written

notice of the monthly assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment. The assessment due dates shall be established by the Board of Trustees.

- b. **Roster.** The Board shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.
- c. **Certificate of Payment.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

7. **Effect of Non-Payment of Assessment; Remedies of the Association:**

- a. **Delinquent Assessments.** 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 eighteen percent (18%) per annum (or such lesser rate as the Board of Trustees shall set by resolution) until paid. In addition, a late fee of One Hundred Dollars (\$100.00) for each delinquent installment shall be imposed.
- b. **Association's Remedies.** The Directors may, in the name of the Association, (i) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (ii) 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 (iii) may restrict, limit, or totally terminate any or all services performed by the Association in 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.
- c. **Power of Sale.** A power of sale is hereby conferred upon the Association, which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Declarant appoints Southern Utah Title

Insurance Company, having an address at 20 N. Main #300, Saint George, Utah 84770, to have and exercise the power of the trustee and the power to bid on a lot at a foreclosure or other sale and to acquire, hold, lease, mortgage and convey such lot. The Declarant hereby conveys and warrants pursuant to Utah Code Sections §57-1-20 and §57-8a-302, to such trustee, with power of sale, the lots and all improvements to the lots for the purpose of securing payment of Assessments under the terms of the Declaration. An Owner's acceptance of an interest in a lot constitutes a simultaneous conveyance of the lot in trust, with power of sale, to the designated trustee.

- d. **No Waiver.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Trails and Open Space or by abandonment of the Lot.

8. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments, which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

9. **Books, Records and Audit:** The Association shall maintain current copies of the Declaration, Design Guidelines, articles of incorporation of the Association, Bylaws, rules promulgated by the Board and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by 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. An Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

10. **Insurance:** The Association shall maintain such insurance as is required by applicable law and this Declaration. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies.

- a. **Required Coverage:** The Association, acting through its Board of Trustees or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if

reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

- (i) Broad form property insurance for all insurable improvements on the Trails and Open Space and within the Area of Common Responsibility to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;
 - (ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage;
 - (iii) Employers liability insurance, if and to the extent required by law;
 - (iv) Directors and officers liability coverage;
 - (v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and
 - (vi) Such additional insurance as the Board of Trustees, in the exercise of its business judgment, determines advisable.
- b. **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the location of the Community. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The

policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Section 10. In the event of an insured loss, the deductible shall be treated as a common expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment. All insurance coverage obtained by the Board shall, to the extent available without unreasonable cost:

- (i) be written with a company authorized to do business in the State of Utah;
- (ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Trails and Open Space shall be for the benefit of the Association and its Members;
- (iii) not be brought into contribution with insurance purchased by Owners, occupants, or their mortgagees individually;
- (iv) contain an inflation guard endorsement;
- (v) include an agreed amount endorsement, if the policy contains a co-insurance clause;
- (vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Trails and Open Space as a Member (provided, this provision shall not be construed as giving an Owner any interest in the Trails and Open Space other than that of a Member);
- (vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;
- (viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or

violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

- (ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

c. **Additional Policy Provisions.** In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

- (i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;
- (ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- (v) a cross liability provision; and
- (vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no holder of any mortgage having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

ARTICLE VIII SPECIAL DECLARANT AND DEVELOPMENTAL RIGHTS

1. **General:** Declarant may be undertaking the work of constructing Improvements to and upon the Property. The completion of such construction and the sale or other disposition of Lots within the Property is essential to the establishment and welfare of the Community. The covenants

contained in this Article VIII are personal to Declarant, and may only be transferred by a written assignment duly recorded from Declarant to a successor Declarant, or from a successor Declarant to another successor Declarant.

2. **Special Declarant's Rights**: Declarant hereby reserves unto itself the right to:
 - a. **Complete Improvements**. Complete all Improvements within the Property, including but not limited to, those indicated on the Plat or plans or described in this Declaration.
 - b. **Sales Office**. Maintain one or more sales offices, management office, and as many model homes as Declarant feels necessary within the Property, and which may be relocated from time to time.
 - c. **Signs and Advertising**. Maintain signs and flags advertising the Community, which signs may be maintained anywhere on the Property, excluding Lots owned by Owners other than Declarant.
 - d. **Easements**. Use of the Trails and Open Space areas for the purpose of making Improvements within the Community.
 - e. **Appointment or Removal**. Appoint or remove any officer of the Association or any member of the ARC at any time and from time to time prior to the end of the Class "B" Control Period.
 - f. **Preferred Builder**. Declarant shall have the exclusive right to approve and designate a preferred builder or builders of homes in the Community, and upon such designation the Owners shall be required to use such preferred builders for the construction of any Dwelling or Accessory Building in the Community. After the expiration of the Class "B" Control Period, the Board shall have the exclusive right to approve and designate a preferred builder or builders of homes in the Community, and Owners shall be required to use such preferred builders for the construction of any Dwelling or Accessory Building in the Community after such time.

ARTICLE IX MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership**. Every Owner shall be deemed to have a membership in, and be a member of the Association. No Owner, whether one or more Persons, shall have more than one membership

per Lot owned. In the event the Owner of a Lot is more than one Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by an individual member or such member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or other entity, trust or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

2. **Classes and Voting Rights.** The Association shall have two classes of voting membership:

- a. **Class A.** Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall, except as otherwise expressly provided herein, be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under this Article. There shall be only one (1) vote per Lot. In any situation where a member is entitled personally to exercise the vote for its Lot and more than one Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such communication, the Lot's vote shall be suspended if more than one Person seeks to exercise it.
- b. **Class B.** The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. The Class "B" Member shall be entitled, at its sole discretion, to amend this Declaration, the Articles of incorporation, and the Bylaws, and, in addition, shall be entitled to appoint a majority of the Board of Trustees during the Class "B" Control Period. The Class "B" membership shall terminate upon the earlier of:
 - i. Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots within the Property; or
 - ii. the unilateral resignation of the Class "B" member and such resignation is Recorded; or
 - iii. Two (2) years after Declarant has ceased to offer for sale in the ordinary course of business any Lot within the Property.

**ARTICLE X
MAINTENANCE**

1. **Maintenance.** The Property shall be maintained in a state of good condition and repair. The Property must be presentable, usable, clean, functional, safe, sanitary, aesthetic and attractive. No Owner shall do any work or make any alterations or changes, or fail to do any work, which would impair or detract from the Declarant's original design scheme. The Board of Trustees reserves the right and is hereby granted the power to modify the areas of maintenance responsibility referenced below without additional approval required. Neither the initial assignment of maintenance responsibilities nor future modifications shall be considered to constitute a waiver of any right to make further changes and adjustments in perpetuity. Subject to Article XI (General Provisions), paragraph 1 (Violation Constitutes Nuisance), subparagraph c (Duration), the Board of Trustees may authorize variances from compliance with any of the provisions of the areas of maintenance responsibilities when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate; no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Board of Trustees from denying a variance in other circumstances. For purposes of this section, however, the inability to obtain the approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance. Neither the Declarant, Association, Board of Trustees nor any agent thereof or any of their employees, representatives or consultants shall be responsible in any way for any defects in the assignment of maintenance responsibilities in accordance with the provisions of this section nor for any structural or other defects in any work done according to such assignments. In all events, the Board and its Trustees shall be defended and indemnified, saved and held harmless by the Association, including all costs of defense and legal fees. Changes to the areas of responsibility may be made without amending or supplementing the Declaration provided Owners are given at least thirty (30) days prior written notice. The initial assignments, subject to change consistent with Article XI, paragraph 1., subparagraph c., are:

- a. **Area of Common Responsibility:** The Association is responsible to maintain any Trails and Open Space in the manner set forth below and in the SMP. The SMP may only be amended with the written approval of UDEQ. In accordance with Article III, Section 5, after an Owner has installed the landscaping in a Lot's Front and Side Yard, the Association shall maintain the landscaping in the Front Yard.
- b. **Area of Personal Responsibility:** Each Owner is responsible to maintain its private property. In addition, Owners, at the request of the Board of Trustees and at the Owner's sole cost and expense, may be required to do particular work, including but not limited to the installation and maintenance of heat tape, replacement of trees and shrubs, concrete, privacy fencing, roof, etc., on their individual Lots.

2. **View Impairment.** Neither the Declarant nor the ARC guarantees or represents that any view over and across any property, including any Lot or Dwelling will be preserved without impairment. Neither the Declarant nor the ARC shall have the obligation to prune or thin trees or other landscaping except as expressly set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

3. **Certain Work Prohibited.** No Owner shall do any work or fail to do work required or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value, create a nuisance, or impair any easement or hereditament without in every case the consent of the Association being first obtained.

4. **Default Provisions.** If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly its, his or her obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Trustees may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. A lien may be filed by the Association against the Owner's interest in the Property to secure payment.

ARTICLE XI SENSITIVE LAND PROVISIONS

1. **Maintenance.** The Property shall be maintained in a state of good condition and repair. The Property must be presentable, usable, clean, functional, safe, sanitary, aesthetic and attractive.

- a. **Design Scheme Preservation.** No Owner shall do any work or make any alterations or changes, or fail to do any work, which would impair or detract from the Declarants original design scheme.
- b. **Board of Trustees Indemnification.** The Board of Trustees nor any agent thereof or any of their employees, representatives or consultants shall be responsible in any way for any defects in maintaining the Property. In all events, the Board and its Trustees shall be defended and indemnified, saved and held harmless by the Association, including all costs of defense and legal fees.

- c. **Maintenance Delegation.** The Declarant during the Class B Declarant Control period is responsible for the maintenance of all of the Common Areas associated with the Property and those areas described in Article XI, Paragraph 3 below. After the Class B Declarant Control Period ends, the Association is responsible for maintenance of all of the Common Areas associated with the Property and those areas described in Article XI, Paragraph 3 below. The delegation of maintenance responsibility may be amended/supplemented provided the Owners are given at least thirty (30) days prior written notice.

2. **UDEQ VCP Jurisdictional Property.** The Utah Department of Environmental Quality retains jurisdiction over approximately 90 acres of the Property under the Environmental Covenant as well as a Site Management Plan which was dated and approved by the UDEQ in March, 2022. The Environmental Covenant and Site Management Plan remain in full force and effect with regard to the Property described therein and remediated under the UDEQ VCP.

3. **Areas of Common Responsibility:** The Association is responsible to maintain all Common Areas, the Repository, the Large Head Frame Area and the Small Head Frame Area in the manner set forth below and in the Site Management Plan. The SMP may only be amended with the written approval of UDEQ.

- a. **Open Space.** Open Space shall be left in a natural vegetative state. Some open space may be dedicated to the Town and if so, it shall be maintained by the Town at the Town's sole cost and expense, and neither the Declarant nor the Association shall be legally responsible for what the Town does or does not do.
- b. **Repository, Large Head Frame Area and Small Head Frame Area:** Legal title to the Repository is presently vested in Declarant. Declarant agrees to transfer title of the Repository to the Association either before or when the sale of the first lot has closed; the Association agrees to accept title to the Repository. The Association will:
 - i. Either before or within thirty (30) days of receipt of title to the Repository, the Association agrees to record an updated Environmental Covenant.
 - ii. The Association is responsible to manage, monitor and maintain the Repository, the Large Head Frame Area and the Small Head Frame Area, in accordance with the requirements set forth in the SMP. This includes responsibility to pay for all costs associated with annual inspections required by the SMP.

- iii. The Association agrees to pay all costs incurred by the Town of Leeds to hire an environmental professional to attend all annual inspections and review the related inspection reports or paperwork conducted in accordance with the SMP.
- iv. The Association may not transfer title to the Repository, or otherwise delegate its duties set forth in the Environmental Covenant, the Declaration, this Supplemental Declaration, or the SMP to any third party, without the written consent of DEQ.
- v. The Board of Trustees shall coordinate its efforts with UDEQ to make available to the Owners the annual inspection reports relating to the condition of the Large Head Frame Area and the Small Head Frame Area, as contemplated under the SMP. The current contact information for the UDEQ is:

Office Address:

Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, UT 84116

Utah Mailing Address:

UDEQ/DERR
Silver Pointe VCP Manager
P.O. Box 144840
Salt Lake City, UT 84114-4840
P- (801) 536-4100
F - (801) 359-8853
www.deq.utah.gov

- j. **Additional SMP Duties:** The Board of Trustees shall also enforce testing requirements for spoils piles from excavations at building lots on the Property and testing of spoils piles from utility or road excavations on the roadways adjacent to the green shaded lots in the Phase 1 Area, represented on Plate 1 as the blue shaded areas, and shall perform other duties consistent with the SMP.
- k. **Notice of Potential Environmental Hazard:** Declarant hereby notifies prospective buyers and Owners of the Property of certain environmental conditions on portions of the Property, the presence of contamination (various

metals related to historic mining), and cleanup, which may affect the health, maintenance, costs, expenses and property valuation ("Environmental Hazard"). The Declarant has entered into a VCP Agreement with UDEQ, which obligated Declarant to remediate contaminated portions of the Property, and permits Declarant to leave certain residual contamination at various locations on the Phase 1 Area, restrict the land use, and establish engineering and/or institutional controls.

1. **Metal Contamination:** Historic mining operations left waste rock and various mining related metals (arsenic, lead, mercury, radium-226, thallium, uranium and vanadium) at various locations on the Phase 1 Area. Accordingly, pursuant to a VCP Agreement, risk-based cleanup levels for the metals were established for the Property that are considered to be protective of human health in a residential setting. Declarant removed that portion of the metal contamination that did not satisfy the established cleanup levels, and was allowed to leave in place the residual contamination that did satisfy the cleanup levels.

- m. **Voluntary Cleanup Program:** Declarant in conjunction with UDEQ and local experts on the proper cleanup of contaminated soils, has adopted an appropriate cleanup and management plan. Declarant has successfully completed remediation of the Property and has been issued a Certificate of Completion. The following Reports are available upon request:

Report Prepared By	Description	Date
Declarant and UDEQ	Voluntary Cleanup Program Agreement and Amendments thereto	February 2, 2007
EarthFax Engineering, Inc.	Remedial-Action Plan for Cleanup of the Silver Pointe Estates	November 2010
EarthFax Engineering, Inc.	Remedial Action Report: Silver Pointe Estates	January 2016
EarthFax Engineering, Inc.	Site Management Plan: Silver Pointe Estates	March 2020
UDEQ	Certificate of Completion	August 20, 2024

4. **Areas of Personal Responsibility:** Each Owner is responsible to maintain his private property. In addition, Owners, at the request of the Board of Trustees and at the Owner's sole cost and expense, may be required to do particular work, including but not limited to the installation and maintenance of heat tape, replacement of trees, and shrubs, concrete, privacy fencing, roof, etc. on their individual Lots.

5. **View Impairment:** Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

6. **Certain Work Prohibited:** No Owner shall do any work or fail to do work required or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value, create a nuisance, or impair any easement or hereditament without in every case the consent of the Association being first obtained.

7. **Default Provisions:** If (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge Properly it's his or her obligation with regard to the maintenance, repair, or replacement of the real property and improvements described herein, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then the Association, or Board of Trustees may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. A lien may be filed by the Association against the Owner's interest in the Property to secure payment.

8. **Non-VCP Property.** Approximately 55 acres of the Property was excluded from the VCP Cleanup Area. A site investigation in May 2024 determined that this Non-VCP Property contained insignificant amounts of contaminated materials that will be privately remediated by the Declarant. Declarant agrees to remediate the Non-VCP Property in accordance with all of the State and Federal cleanup standards used for the remediation of the UDEQ Jurisdictional VCP Property. In addition, the Association agrees to manage the Property as one unit wherein the Non-VCP Property will be managed in accordance with all environmental standards and controls contained in the Site Management Plan.

- a. **Remedial Plan**: A site investigation in May 2024 of the areas of the Non-VCP Property was completed and a Remedial Plan will be developed to adequately address the small areas of environmental concern that remain on this acreage. After the Remedial Plan has been developed, it will be available for review by any Owner. The May 2024 site investigation is available for review by any Owner.
- b. **Additional Environmental Controls**. Upon completion of any additional remediation work, as determined by a licensed environmental professional, should additional institutional controls be required for the Non-VCP Property pursuant to the approved Remedial Plan, the CC&Rs will be supplemented with those environmental controls.
- c. **Updated Reports**: Declarant shall provide to the Association and the Association shall provide to the Owners copies of any and all material reports and correspondence with or from all governmental agencies, authorities or any other persons relating to the remediation of the Non-VCP Property.

9. **Investigation and Evaluation**: An Owner shall have the right but not the obligation to reasonably inspect, investigate, sample or monitor his Lot and any adjoining Trails and Open Space, including any soil, water, ground water, or other sampling, and other testing, digging, drilling, or analyses by a qualified environmental professional, at any reasonable time to determine whether the Declarant and/or Association is complying with the SMP.

10. **Remedial Action by Owners/Residents Prohibited**: No Owner shall without the express prior written consent of the Declarant or Association take any remedial action (*i.e.*, any digging or soil removal beyond ordinary construction-related excavation) in response to the presence of any hazardous materials in, on, under, or about the Property. If, notwithstanding this prohibition, an Owner takes such digging and/or other remedial action, Owner shall be solely responsible to remove such soil in accordance with applicable laws and regulations and for all associated costs.

11. **Owner Compliance with SMP**: All Owners shall comply with the SMP in their excavation, development, and use of the Property.

ARTICLE XI 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 Declarant, the

Association, or a Lot Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.

a. **Enforcement:**

- i. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Declarant, the Association and of the Owners from time to time of any Lot of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot and 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 Declarant, 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.
- ii. The Association may levy a fine or penalty not to exceed Five Hundred Dollars (\$500) 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 increasing by not more than One Hundred Dollars (\$100) per day above the amount of the fine levied on the day prior 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 special assessment and a lien on such Owner's Lot, and shall also be a personal obligation of said Owner, enforceable at law, until such payment therefore is made.
- iii. The Association is granted an easement over the Lots by each Owner for the purpose of enforcing the provisions of this Declaration, and the Association may go upon each Lot to remove or repair any

existing cause of a violation of this Declaration. If the Owner required to cure the violation fails to do so, the Association shall have the right, but not the duty, to cure such violation, and all costs incident thereto, including court costs and reasonable attorney's fees, shall become the personal obligation of the Owner and be a lien against the Lot in the same fashion as if said sums represented monies due for unpaid assessments.

- iv. The Board of Trustees shall have the authority to promulgate reasonable rules and regulations for the governance of the Property, and persons with the Property from time to time. These rules of the Association shall be compiled and copies shall be made available by the Board for inspection and copying at a reasonable cost.
- b. **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.
- c. **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 forty-five (45) years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless within sixty (60) days prior to the expiration of such forty-five (45) year or ten (10) year period, as the case may be, an instrument, signed by the then Owners of two-thirds (2/3) of the Lots, has been recorded agreeing to amend or terminate such Declaration.
- d. **Amendment:** This Declaration may be amended by a written document signed by (i) the Declarant if during the Class "B" Control Period, or (ii) the Owners of two-thirds (2/3) of the Lots in the Property; provided that for so long as Declarant owns any Lot, no amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant; and (iii) any such amendment must be approved by the Town of Leeds, Town Council as required in the Master Development Agreement and UDEQ.
- e. **Exemptions:** The Declarant is exempt from all constraints in this Declaration applicable to commercial activities, signs and restraints on use of property during actual construction and sales of Lots and Dwellings in the Property.

- f. **Expansion of Community into Future Phases:** All or any part of the Additional Land may be subjected to this Declaration at any time for a period of ten (10) years from the date of Recording of this Declaration. In the event Declarant, within the time period set forth in this Article, files other plats(s) creating additional subdivisions in the Additional Land 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(s), 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 Trails and Open Space in any Additional Land within any plat subjected to this Declaration shall be deeded by the Declarant to the Association prior to the conveyance of the first Lot on said plat and the Association must accept the deed to any Trails and Open Space.

- g. **Conflict with Town Ordinances:** In the event of a conflict between standards or procedures established in or under this Declaration and those established by the Town's ordinances, the more restrictive standard or procedure shall govern.
- h. **Litigation.** Except for suits brought to enforce this Declaration, any amounts payable by an Owner under this Declaration, the Design Guidelines, the Bylaws, and any rules promulgated by the Association, the Association shall not commence any litigation without the prior approval of a majority of the Members if the litigation is reasonably expected to exceed the total cost of \$5,000 in attorney's fees together with any other costs (including expert witnesses or reports).
- i. **No Waiver.** Failure by the Association or by any Owner to enforce any provision of this Declaration, the Design Guidelines, or contained in the Bylaws or the rules adopted by the Association, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other provision or rule.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ____ day of _____, 2025.

Declarant:

**Declaration for the Cove at Silver Reef
October 30, 2025**

SILVER REEF INVESTMENT HOLDINGS, LLC,
a Utah limited liability company

Gary L. Crocker, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by Gary L. Crocker, Manager of Silver Reef Investment Holdings, LLC.

NOTARY PUBLIC

EXHIBIT 1

Legal Description of the Property

**EXHIBIT 2
July 12, 2021**

Environmental Covenant

**EXHIBIT 3
Bylaws**

EXHIBIT 4
Map and Property Description of the Non-VCP Property

**EXHIBIT 5
Map of VCP Jurisdictional Property**

EXHIBIT 6
Maps and Property Descriptions of Development Phases A-D