

**DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS
OF
Quail Mesa**

THIS DECLARATION (hereinafter the "Declaration") is made and executed this 20th day of January, 2023, by HIDDEN CANYON MESA LLC, a Utah limited liability company (hereinafter the "Declarant"), in its capacity as the owner of the below described real property and as the developer of Quail Mesa Washington County, Utah, (hereinafter the "Project").

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in Virgin, Washington County, Utah, and, more particularly described on Exhibit A attached hereto and by reference incorporated herein (hereafter sometimes referred to as the "Land").

WHEREAS, the Declarant is developing the Land which is to be known as Quail Mesa and on which Declarant, or other parties will construct certain Lots, Residences and other improvements.

WHEREAS, the Declarant desires to provide for the preservation of the values of the Lots and Residences included on the Land and which will be constructed on the Land.

DECLARATION

NOW, THEREFORE, the Declarant does hereby state the Declaration in its entirety and hereby makes the following declaration:

ARTICLE I
DEFINITIONS

Unless the Declarant shall clearly indicate otherwise, the following terms as used in this Declaration shall have the meanings set forth in this article:

1.1 Declarant shall mean HIDDEN CANYON MESA LLC, a Utah Limited Liability company and its successors and assigns, if any, as developer of the Project

1.2 Declarant Control Period shall mean the period of time from recordation of this Declaration until the earlier of (a) the date that the Declarant, or its successor or assign, has sold all of the Lots and Residences in the Project, or (b) the date the Declarant shall elect to terminate the Declarant Control Period and shall execute a written termination thereof.

1.3 Declaration shall mean this Declaration of Easements, Covenants, Conditions, and Restrictions.

1.4 Lot or Homesite shall mean and refer to any of the separately numbered and individually described parcels of land within the Project as designated on the Plat, including any amended or supplemental plat

1.5 Mortgage shall mean any recorded mortgage or deed of trust encumbering a Lot or Residence; and Mortgagee shall mean any mortgagee under a mortgage or a beneficiary under a Deed of Trust.

1.6 Owner shall mean any person or entity, including the Declarant, who is the owner of record or the contract purchaser of a fee or undivided fee interest in a Lot or Residence. Owner shall not mean or refer to any Mortgagee unless such Mortgagee has acquired fee title pursuant to foreclosure, or any sale, conveyance or other proceeding in lieu of foreclosure. If more than one person or entity shall be the Owner of a particular Lot, then all of such persons or entities shall be jointly and severally liable for all obligations and responsibilities of an Owner hereunder.

1.7 Plat shall mean the plat covering the Property and which is entitled Quail Mesa, Virgin, Washington County, Utah, prepared and certified by Civil Science Inc (a registered Utah land surveyor) which plat has been executed by Declarant and is filed for record in the office of the Washington County Recorder or will be filed for Record concurrently with this Declaration. Plat shall also mean any amendments to the above-named plats or any subsequent plats covering the Expansion Land.

1.8 Property shall mean all Land covered by this Declaration, including the Open space and Lots, Residences, all buildings, improvements and other structures thereon, all easements, rights and appurtenances

belonging thereto and all personal property intended for use in connection therewith.

1.9 Residence shall mean a single-family dwelling unit to be constructed on a Lot.

1.10 Short Term Rentals shall mean all rentals of homes for less than 30 days.

1.11 Homeowners Association or "HOA" shall refer to the body described in the Bylaws document for this development.

1.11 Legal description. All restrictions and covenants herein apply to the property described in "Exhibit A"

EXHIBIT A: S: 26 T: 41S R: 12W BEGINNING AT THE SE CORNER OF THE NW1/4 NW1/4 OF S26, T41S, R12W, SLB&M AND

RUNNING THENCE S 89*56 05" W., ALONG THE 1/16 SECTION LINE 1334.25 FEET TO THE SW CORNER OF THE

NW 1/4 NW 1/4; THENCE S 89*5737" W., ALONG THE 1/16 SECTION LINE, 778.80 FEET; THENCE N 8*00 WEST

135.81 FEET; THENCE N 47*00 E. 383.79 FEET; THENCE N. 19*00 E 113.49 FEET; THENCE N 55*4130" E. 436.27

FEET; THENCE N. 83*1339" E. 479.90 FEET; N. 73*3742" E 196.58 FEET; THENCE N 87*3834" E 807.36 FEET TO THE

1/16 SECTION LINE; THENCE S 0*4351" W 888.19 FEET. TOG & SUBJ TO W/ EASEMENTS

ARTICLE II SUBMISSION OF LAND

2.1 Submission of Property. The Declarant hereby submits and subjects the real property located in Virgin, Washington County, Utah and more particularly described on Exhibit A, the buildings, improvements, and other structures located thereon, all easements, rights and appurtenances, and all other Property, as defined herein, to the provisions of this Declaration and declares that all such real property, buildings, improvements, structures, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.

2.2 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements (other than Buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant: to construct and complete on the Property any private and public roads to serve the Project; to construct and complete all of the improvements to any

Open space or public easements:

- (a) to construct and complete each of the Residences and all of the other improvements to be constructed on the Lots and to do all other things reasonably necessary in connection therewith;
- (b) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities or landscaping designed for the use and enjoyment of the. Owners as Declarant may reasonably deem to be necessary or appropriate; and

(a)

such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Lots and Residences hereof. With the exception of perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms expire five (5) years after the date on which this

Declaration is filed for record with the County Recorder of Washington County.

2.3 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot, Residence or in any Open space, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, Mortgagee, tenant, or occupant of a Lot shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Lot or Residence thereby consents to and agrees to be bound by all of the provisions of this Declaration.

ARTICLE III. NATURE AND INCIDENTS OF OWNERSHIP

3.1 Utility Easements. There is reserved hereby an easement for all pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities which traverse, intersect, or underlie the Property, whether such pipes, lines, utilities and facilities are now existing or hereafter constructed and further are subject to an easement necessary for ingress to, egress from, repair, maintenance, and replacement of such pipes, lines, utility lines, cables, wires, optical fiber lines or other similar facilities.

3.2 Easements Deemed Created. All conveyances of Lots or Residence hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

3.3 Title to Lots and Residence. Title to a Lot or Residence, consisting of a fee simple interest therein, may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

3.4 Description of a Lot. Every deed, mortgage, purchase contract, lease, or other instrument, conveying, encumbering or affecting the title to a Lot shall describe that Lot by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear on the records of the County Recorder of Washington County, Utah, in substantially the following fashion:

Lot _____, Quail Mesa _____ recorded in the County Recorder of Washington County, Utah, as Entry No. _____, in Book _____, Page _____, SUBJECT TO the Declaration of Easements, Covenants, Conditions and Restrictions of Quail Mesa, recorded in the office of the Washington County Recorder as Entry No. _____, in Book _____ at Page _____, (as the same is amended or modified) TOGETHER WITH a right and easement of use as described and provided in the said Declaration and Plat described above.

Whether or not the above form is used in any such instrument, the provisions of this Declaration shall be binding upon and inure to the benefit of any party acquiring an interest in a Lot.

ARTICLE IV. USE RESTRICTIONS

4.1 Residential Use. Each of the Lots in the Project shall be used for single family housing and or short term rental in compliance with Virgin City ordinances.

4.2 Architectural Control Committee. The Architectural Control Committee, ("ACC"), shall be the Declarant until the Declarant Control Period expires as indicated herein. The Declarant may assign the role of the Architectural Control Committee at any time during the Declarant Control Period.

Prior to the expiration of the Declarant Control Period, the Declarant will either a) terminate the Architectural Control Committee by amending this Declaration or b) assign, in writing, the role of the Architectural Control Committee to three (3) Owners.

Members of the Architectural Control Committee shall consist of Robert Babbage and Reed Lerner.

The construction of any Residence, out-building, fence, wall or other structure (hereinafter 'Improvement) shall be subject to the following restrictions and conditions.

(a) No Improvement may be commenced, erected, or maintained without the approval of the Architectural Control Committee.

(b) Any Owner proposing the construction of any Improvement shall submit, in writing,

plans and specifications for the same to the Architectural Control Committee. Such plans and specifications shall include but not be limited to the nature, kind, shape, height, materials, plot plans, floor plans, exterior color scheme, grading plan and finished elevations.

(c) The Architectural Control Committee shall have the right to refuse any such plans, specifications, or grading or landscaping plans which are not suitable or desirable, in the Committees opinion, for aesthetic or other reasons, and may take into consideration the suitability of the proposed building or other structure, the materials to be used, the harmony thereof with the surroundings, the topography of the land, and the effect of the proposed Improvement on the view from adjacent or neighboring Lots.

(d) In the event the Architectural Control Committee shall fail to disapprove of the plans and specifications within three hundred (300) days of the date of submission, such failure shall be deemed to be approval.

(e) The Architectural Control Committee shall not be liable for its approval or disapproval of any plans of specifications or for any action or failure to act in regard to such approval process.

(f) Upon approval by the Architectural Control Committee, the construction of the Improvements shall be promptly commenced and shall diligently proceed to completion. All such construction shall be completed within twelve (12) months of the approval or deemed approval unless the Architectural Control Committee shall extend the time for completion upon a determination that such extension is warranted by unusual circumstances or to delays which are beyond the control of the Owner constructing such Improvements.

4.3 Common Areas. Any Open space shall be used only in a manner consistent with their community nature and the use restrictions applicable to Lots as set forth herein.

4.4 No Alterations or Obstructions to Any Open space. Without the prior written consent of the Declarant in each specific instance, no Owner shall make or cause to be made any alteration, addition, removal or improvement in or to any Open space or any part thereof, or do any act which would impair the structural soundness or integrity of any improvement, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Land. Without the prior written consent of the Declarant, no Owner or guest shall obstruct any Open space or any part thereof, or park any recreational vehicles, including trailers, campers, motorhomes, boats and snowmobiles, on any Open space. Without the prior written consent of the Declarant, no Owner shall store or keep any property on any Open space or any part thereof.

4.5 Other Restrictions. Nothing shall be done on or kept on or in any Lot or in any Open space or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, any Open space or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Declarant and Owners harmless against all loss resulting from any such damage or waste caused by Owner or Owners invitees; provided, however, that any invitee to the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots or Residences, so as to render such Lot or Residence or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Residence or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Residences or Lots. No obnoxious, destructive, or offensive activities shall be carried on any Lot or Residence or in any Open space or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

4.6 Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Declarant for the use of the Project, Lots, Residence and any Open space, as the same may be adopted, modified, amended and construed under this Declaration.

4.7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Residence or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No clothes drying or storage of any articles that are visible from any public street shall be permitted. **No resident's use of a Lot or Residence shall endanger the health or disturb the reasonable enjoyment of any other owner or resident.**

4.8. Animals, Livestock, Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Residence, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in number may be kept in a residence constructed on the Project, provided they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled

and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the Owner's residence. Any Variance will have to be approved by 2 of the ACC members.

4.9. Boats and Recreational and Other Vehicles: No boats, trailers, buses, motor homes, campers, recreational vehicles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles, shall be parked or stored upon any Lot or Residence. No such vehicles shall be parked overnight on any street located within the Project. Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Residence or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or Residence or road area for a period exceeding thirty (30) days, the Developer or any other Owner may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach as a valid lien against the Lot or Residence in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for not less than six (6) weeks. Trailers, motor homes, and trucks over 9,000 pounds gross volume weight are not allowed to be stored upon any vacant Lot or street or road areas adjacent to the Property. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot or Residence driveway, in front of any dwelling, or on a private or public street. Parking for guests must be provided on each individual's property.

ARTICLE V. DUTIES AND OBLIGATIONS OF OWNERS

5.1 Maintenance and Repair. Each Owner shall, at his or her sole cost and expense, keep his or her Lot and Residence and all improvements thereon, in a clean, safe, sanitary and attractive condition, and in a good state of repair. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces, thereby contributing to the beauty and value of the neighborhood. The Owners obligation shall include the obligations to keep any landscaping on his or her Lot or Residence in a clean, safe and attractive condition and in good order, condition and repair. No Residence, building, structure, landscaping or fencing upon any Lot shall be permitted to fall into disrepair.

5.2 Assessments. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration.

5.3 Observation of Rules and Regulations. Each Owner shall be responsible for the observance by Owner and any guests or invitees of Owner of the rules and regulations in this Declaration.

ARTICLE VI BUILDING AND DESIGN STANDARDS

6.1 Building Locations. Each Residence and any other buildings shall be located such that all set back requirements are in conformity with minimums set by Virgin City and as otherwise noted on the recorded Property plat..

6.2 Building Structures and Accessories. Every single family house exclusive of garages, shall be of the following sizes:

(a) Single Story Residences. Single level Residences shall have a minimum finished area above ground of 1,200 square feet.

(b) Two Story Residences. Two story Residences shall have a minimum finished area of 1,500 square feet above ground on the main floor, and a minimum total Square feet of 3,100 square feet.

6.3 Building Height. No single family detached or attached house shall be erected to a height in excess of Twenty-five (25) feet above the finished street grade. No single family detached house shall be erected to a height less than one (1) full story above the finished street grade. The Architectural Control Committee shall have the power to further limit the number of levels and stories and the height of structures in its sole and absolute discretion. **Roof slope not to exceed 4-12 pitch. All lots may be two story.**

6.4 Garages. Each single family detached and attached house must accommodate a minimum of two (2) cars, in a fully enclosed garage. Where possible, side entry garages are encouraged to present a varied and less uniform scope.

6.5 Exterior Building Materials. Brick, stone, stucco, or other masonry materials approved by the Architectural Control Committee are required to cover the exterior of a single family detached house. Other high quality exterior materials, including but not limited to LP Smartside, may be used but must first be approved by the Architectural Control Committee. Color combinations should blend well as to enhance the overall look of each single family detached house. Extreme color combinations and designs are not permitted.

6.6 Roofs. Roofing materials for single family detached houses will consist of concrete tile, slate or metal and be in colors which blend with the balance of the exterior of the structure. Variances must be approved by the ACC members.

6.7 Home Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the single family detached house, and shall be integral to the architecture of the single family detached house.

6.8 Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements.

6.9 Solar Equipment. If solar panels are used, they are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be hidden from view.

6.10 Skylights. Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be copper or colored to match adjacent roofing material.

6.11 Fences and Walls. Individual Lot fences, which are located within the minimum setback lines of the Lot or street, may be constructed of brick, cinder block, pre-cast concrete or wrought iron, or combinations of the above materials. Other materials may be used if specifically approved by the ACC. No chain link or wire fencing will be allowed. A soil investigation and report shall be provided to the ACC to confirm that soil below any wall has been properly excavated and re-compacted before any wall is constructed. Fences are not to exceed 36 inches in the front yard, and not to exceed six (6) feet in the back and side yard and need to be in compliance with Virgin City ordinance for fences. Side yard fences on corner lots must be set back at least 10 feet from the sidewalk. Rear and side yard fencing is encouraged. Gates shall be of wrought iron or metal or as approved by the ACC and visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Privacy backing for gates must also be metal.

6.12 Antennas and Satellite Dishes. All antennas are restricted to the attic or interior of a single family detached house. Satellite dishes shall be allowed, provided they are screened from view from the streets whenever possible unless the Architectural Control Committee shall waive the requirement of such screening, FCC Antenna and Dish Policy. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the FCC regulated dish is placed in a location screened from view of the Streets. Location of an FCC approved dish may not be restricted by the Association so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the Common Area or the property of another Owner. The dish must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions. In order to protect against personal injury and property damage, a dish may not be placed in a location where it may come into contact with a power line. In order to protect against personal injury and property damage, all dishes must be properly grounded and secured. In order to protect against personal injury, dishes may not block or obstruct any driver's view of an intersection or Street. The Owner is responsible for all costs associated with the installation and maintenance of a dish, The Owner is responsible for all damage caused by or connected with the dish. The Owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the dish. The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. If requested by the Association, the Owner must establish a mutually convenient time to meet with a representative of the Association to review and discuss the antenna. In the event of a violation of this Section, the Association may bring an action for declaratory relief with the FCC or the Fifth District Court, Washington County, after notice and an opportunity to be heard. If the FCC or Court determines that this Section is enforceable, the Owner shall pay a \$50.00 fine to the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. If an antenna poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Section. If any provision of this Section is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into this

Section as if frilly set forth herein.

6.13 Pools, Spas, Fountains, Game-courts. Pools, spas, fountains and game-courts shall be located to avoid impact on adjacent Lots or Residences with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring Residences. No unsightly structures shall be constructed or permitted, Lighting for game-courts shall be turned off by 10 PM. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other homesites. **Down style outdoor lighting is recommended.**

6.14 Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view from the street and adjoining lots unless such screening is waived by the Architectural Control Committee. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

6.15 Landscaping Guidelines and Requirements. Prior to occupancy, the owner of the Residence must have substantially completed the front landscaping of such Residence as approved by the ACC. Within twelve (12) months after the completion of construction of any Residence, the owner of such Residence must have substantially completed the rear landscaping of such Residence. All demolition, clearing, grubbing, stripping of soil, excavation, and compaction and grading must be performed within the confines of the Lot. Landscaping that includes wooded cluster of trees and shrubs is encouraged. Landscaping shall conform with the standard community wide landscaping plan approved by the city of Virgin.

6.16 Sprinkler System. Each Lot must have a functional automated watering system.

6.17 Water Drainage. Each Lot Owner is responsible for retaining all soil erosion and water drainage, including but not limited to, rain, snow melt and sprinklers within their own Lot. Any desired or necessary retaining walls to accomplish such retention are the responsibility of each Lot Owner.

6.18 Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or appurtenant structures. Any machinery or equipment that is allowed on a Lot shall be screened from view behind the front yard setback and shall not be a nuisance to the community.

6.19 Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers and stored in locations approved by the ACC. Containers may be placed outside ACC approved storage areas for collection but only for the shortest time necessary to effect such collection. Containers may not be visible from the road.

6.20 Ground Water and Soil Erosion: If the Lot Owner chooses to design his home with a basement, he is encouraged to obtain a Soils Engineer's study and follow the recommendations therein. Declarant shall not be responsible for waterproofing, removing ground water, or any liability incurred by Owner or others as a result of ground water. It is the responsibility of each Owner to prevent runoff water from entering adjacent Lots. Each Owner shall be responsible to perform his site work in such a manner as to provide positive drainage away from the Residence and to minimize erosion and runoff. Any desired or necessary retaining walls are the responsibility of each Lot Owner and must meet the requirements of the Architectural Control Committee and applicable Virgin Ordinances.

6.21 Accessory Buildings: No storage or utility buildings are allowed without approval from the Architectural Control Committee.

6.22 Sight Obstructions: No fence, wall, hedge, shrub, tree or foliage shall be planted, kept or maintained in such manner that shall create a potential hazard or an aesthetically unpleasant appearance to the other residents of the area. Lot Owners shall be considerate of other Lot Owners views and endeavor to reasonably maintain such views.

6.23 Fences and Walls: Fences, walls and other barriers shall be approved by the ACC. Adjoining properties owners are encouraged to fairly share in the cost of fencing and walls on shared property lines where applicable.

6.24 Lights. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light down and away from adjacent residences and away from the vision of passing motorists.

6.25 Matching Colors. Sheet metal, flashing, vents, and pipes must be colored to match the material to which they are attached or from which they project.

6.26 Excavations. Except for excavations for an approved foundation or basement or swimming pool, no excavations or removal of dirt are permitted on any homesite below the present grade of such homesite. All

homebuilders and homesite owners should become familiar with the geotechnical report prepared by AGECE on file with the City of Virgin and comply with its recommendations.

6.27 Security Deposit/Bond. The ACC may require that each Owner and/or Contractor post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ACC, in an amount not to exceed one thousand five hundred dollars (\$1,500.00), as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bond, security deposit, or letter of credit has been properly posted with the ACC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Property caused by the single family detached house Owner or his contractors or agents in the construction of improvements.

6.28 Soils Tests. The ACC may require that each Owner and/or Contractor obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the ACC may condition final approval following the recommendations set forth in the soils test document. NOTWITHSTANDING ANY OTHER LANGUAGE CONTAINED HEREIN, BY ACCEPTING A DEED TO, OR CONVEYANCE OF, ANY LOT, OR OTHER PART OR PORTION OF THE PROPERTY BY THE GRANTEE THEREIN NAMED OR BY THEIR LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, ANY LOT OWNERS ARE THEREBY WAIVING ANY CLAIMS AGAINST THE DECLARANT OR DEVELOPER OR ANY OF THE DECLARANT'S OR DEVELOPER'S OWNERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES IN ANY WAY RELATED TO THE SOIL CONDITIONS OF ANY LOT AND ANY EXCAVATION OR COMPACTION OF THE SOIL OF ANY LOT. EACH LOT OWNER OR POTENTIAL LOT OWNER IS HEREBY ADVISED TO OBTAIN A SOILS TEST AND RECOMMENDATION ON FOUNDATION PRIOR TO PURCHASING A LOT AND PRIOR TO COMMENCING CONSTRUCTION OF ANY STRUCTURE ON ANY LOT. EACH LOT OWNER FURTHER ACKNOWLEDGES THAT HE OR SHE IS FAMILIAR WITH AND WILL FULLY COMPLY WITH (I) THE GEOTECHNICAL REPORT FROM AGECE DATED ON FILE WITH THE CITY OF VIRGIN FOR THE HERITAGE COVE PROJECT; AND (II) ALL SUBSEQUENT REPORTS FROM AGECE REGARDING BUILDING PAD PREPARATION FOR THE LOTS IN THE HERITAGE COVE PROJECT. EACH LOT OWNER SPECIFICALLY AGREES TO FULLY COMPLY WITH THE GUIDELINES AND RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION AND THE REPORTS FROM AGECE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE CUT, FILL, EXCAVATION, COMPACTION, REMOVAL AND RECOMPACTION, PAD PREPARATION, PROPOSED HOUSE FOOTPRINT, PAD SIZE, AND SETBACKS.

6.29 Declarant/Developer Exempt. The Declarant/Developer is exempt from the provisions, restrictions, and requirements of this Article VI, as the same may be amended, supplemented, or replaced in accordance with other provisions of this Declaration.

6.30 Commencement of Construction. The construction of the dwelling unit on any Lot shall be commenced within three (3) years after purchase of the Lot. If construction of a dwelling unit on the Lot has not commenced within three (3) years after purchase of said Lot from Declarant/Developer, Declarant/Developer shall have the right to, solely at his discretion, repurchase the Lot from the Lot Owner at a price equal to the price paid by the Lot Owner that purchased the Lot from the Declarant/Developer.

6.31 Builder Approval. During the term and existence of the ACC, all residential dwellings in the subdivision must be constructed by a builder approved by the ACC, which approval shall not be unreasonably withheld. Criteria for approval shall include: i) proof of experience in the construction industry and ability to competently construct the proposed residential dwelling, and (ii) absence of a record of noncompliance with these CC&Rs.

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

6.33 Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Lot Owner and/or their agents of any particular homesite in the subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the Lot Owner.

6.34 Exceptions. Exceptions to building and design standards as set forth in this Article VI may be

granted by the ACC in its sole discretion.

6.35 Town code. All building/ design standards and specifications to adhere to Virgin town build and design code/ standards.

6.36 Fire sprinklers. “Effective immediately, all residential dwellings to be constructed within Quail Mesa Subdivision shall be required to have an installed and functioning automatic fire suppression sprinkler system in compliance with Sections 903.3.1.1 thru 903.3.1.3 of the International Fire Code (as amended). Compliance shall be accomplished by the HVFSSD reviewing and approving the design and layout of the automatic fire suppression sprinkler system at the time it reviews and approves the building plans for the residence prior to the Town of Virgin issuance of a building permit. Further, the HVFSSD shall inspect, for the fee that it shall determine and charge to the owner, all new residences within Quail Mesa Subdivision to confirm that the automatic fire suppression sprinkler system is actually installed and fully functioning. The Town of Virgin’s building officials shall not issue a certificate of occupancy for the residence until receiving a written confirmation from the HVFSSD of its inspection and acceptance.” This instrument can only be removed or deleted by the written consent of the Town Council of Virgin.

6.37 Drainage. Each lot owner shall be responsible for following the drainage plan as shown on the recorded plat map. Execution of said plan, may be subject to approval by the ACC and Virgin Town Engineer.

ARTICLE VII GOVERNANCE AND RENTALS

7.1 Homeowners Association. This subdivision shall have an HOA as outlined in the Bylaws document.

7.2 Short Term Rentals. This subdivision shall allow Short term rentals. All short term rental booking and management shall be performed by a management company designated by the Homeowners Association (“HOA”) and shall adhere to the following code as shown in “Exhibit B” from Virgin town municipal code chapter 60.

- (a) Management. All lots are required under Virgin code to be managed by one company. The management company will be ERA Brokers Consolidated Property Management until otherwise determined by the HOA.
- (b) Camera Use. Use of any and all security cameras inside of the home shall be expressly prohibited.
- (c) Noise Restrictions. External noise will be restricted after 9pm. The use of decibel meters may be enforced by management to assist in the enforcement of these restrictions.
- (d) At the HOA and Management companies’ sole discretion, a rental tenant may be evicted immediately for nuisance violations.

EXHIBIT B: 60.02 SHORT TERM RENTAL (STR) PURPOSE

The purpose of Section 60.02 of this Chapter is to describe the process and set forth standards for the leasing of entire residential dwelling units for periods of less than thirty (30) consecutive days - also known as “short-term rentals.”

DEFINITIONS. For the purposes of this Chapter all of the definitions contained in VULU Chapter 2 (including the definitions of Short-Term Rentals (STR)) and throughout the various chapters of VULU are incorporated herein. Commonly words or terms that are capitalized are defined in VULU Chapter 2, but they can also be embedded into the body of various VULU chapters.

NATURE OF USE - SHORT-TERM RENTAL OR STR. The Short-Term Rental of all of a residential Dwelling Unit is a Conditional Use in all STR Development Overlay Zones of

the Town, subject to the Owner obtaining and maintaining a STR Permit.

STR DEVELOPMENT OVERLAY ZONE. The purpose and intent of this Subsection is to establish procedures for designating an entire subdivision or a phase of a master planned development within the Town where all of the Dwelling Units within the subdivision or phase are capable of being used as a Short Term Rental.

Subject to the conditions set forth in this Subsection, an Owner of real property may apply for and obtain simultaneously with the Final Plat approval for a Subdivision or Subdivision phase an overlay zoning designation which, in addition to the permitted and conditional uses allowed in the underlying zoning district that the property belongs to, the Development (whether it be an entire Subdivision or a phase of a Subdivision) may be developed, constructed, marketed and sold as a Development where Short Term Rentals are allowed. Such approval shall be referred to as a “STR Development Overlay Zone” designation.

The right to seek an STR Development Overlay Zone designation ONLY applies to NEW Developments for which a Final Plat is recorded, after the effective date of this Section, that contains more than 5 lots upon which residential Dwelling Units can be constructed and which comprises at least five (5) acres (including dedicated streets, trails and public rights of way).

Application/Approval Process.

At the Subdivision Concept Plan review stage of the approval process described in VULU Chapter 18 (Division of Land), an applicant shall submit with their Concept Plan a narrative indicating that a STR Development Overlay Zone designation is being requested and the Concept Plan shall include (in addition to any other requirements of VULU Chapter 18) the following information:

Name and address of applicant and property owner;

The locations, dimensions and setbacks of all existing and proposed uses/activities, buildings, fences and/or walls, and other structures to be included in the proposed development;

The proposed signage and lighting plan (where applicable);

The locations and dimensions of existing and proposed roads, parking areas and traffic circulation patterns, and roads and driveways adjoining and across from the development;

The locations and dimensions of existing and proposed drainage facilities, utilities, easements and fire hydrants;

The proposed area dimensions, existing and proposed elevation contours, and north arrow; and

Necessary explanatory notes where applicable.

The Town shall comply with all provisions of VULU and Utah Code Ann. Title 10, Chapter 9a, Part 5, in noticing and reviewing an application for an STR Development Overlay Zone, just as it would under any other zone change or land use ordinance amendment.

The Town Council may (after receiving a recommendation from the Planning and Zoning Commission) approve, modify and approve, or deny any application for a STR Development Overlay Zone designation.

In approving any application for STR Development Overlay Zone designation, the Town shall impose such requirements and conditions as required by law and any additional conditions as may be necessary for the protection of adjacent properties and the public health, safety and general welfare and aesthetics of the Town.

Such conditions of approval may include, but shall not be limited to, specifications concerning: structures (existing and proposed); landscaping, density; ingress; egress; fencing; parking; lighting; or other possible nuisances.

The Town shall not approve a STR Development Overlay Zone designation for a Development unless it finds the following:

That the proposed zoning designation and development of Dwelling Units as STR Units on a Development wide basis, at this particular location, is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and community; and

That a Development wide Short Term Rental use of Dwelling Units will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvement in the vicinity; and

That the proposed zoning designation and development of Dwelling Units as STR Units on a Development wide basis will comply with all other regulations and conditions specified in this Chapter including individual Owners of STR Units obtaining and renewing a STR Permit; and

That the proposed zoning designation and the development of Dwelling Units as STR Units on a Development wide basis is expressly authorized by the governing documents of the Development (i.e. CC&Rs and By-Laws of a Homeowners Association); and

That the governing documents of the Development require Owners of an STR Unit to utilize one singular property management company (determined by the Homeowners Association) to handle all STR renting of the STR Units within the Development. The designated property management company must be licensed and bonded in the State of Utah and need not have its principal place of business within the Town, but shall have a physical office and employees located within Washington County. The designated property management company shall maintain current contact information for persons within the company who are capable of being contacted 24 hours a day, 7 days a week, in the event the Town or local law enforcement are notified of an issue or a complaint that needs resolution; and

That the proposed zoning designation and development of Dwelling Units as STR Units on a Development wide basis conforms to, or does not contradict with, the intent of the General Plan.

STR PERMIT APPLICATION AND FEES. In order to obtain and maintain an STR Permit an Owner of a proposed STR Unit must do the following:

Obtain, complete and provide a STR Permit application and any other required documents to the Town.

The owner must submit the following information on a Town approved STR Permit application form:

All applicable and current contact information of the Owner of the proposed STR Unit.

The name and current contact information for the management company designated to handle STR renting within the Development where the applicable STR Unit is located. The management company must be given unqualified written authority by the Owner to address and correct all maintenance, day to day operations and nuisance concerns relating to the proposed STR Unit.

The street address of the proposed STR Unit.

The number of bedrooms and the applicable occupancy limits of the proposed STR Unit as established by local health and fire safety codes and verified by the Washington County Health Department and the local fire authority (Maximum occupancy is commonly determined by square footage and bedrooms of a Dwelling Unit).

The Owner's Social Security Number (if an individual/sole proprietorship) or Federal Employer Identification Number (EIN) (if a business entity).

The Transient Room Tax and Sales Tax Account Number obtained from the Utah State Tax Commission.

Any other information deemed necessary to inform the Town and the public about the intended use of the property as a Short-Term Rental.

All applications for STR Permits must include a set of self-addressed, postage-paid envelopes correctly addressed to all property owners within 300 feet from the exterior boundaries of the parcel upon which STR Unit is proposed. Said envelopes will be used by Town Staff to send written notice to neighbors of the proposed STR Unit and to provide them with contact information for the Owner or the management company for the STR Unit in the event of a problem. The mailing will also include a list of standards and requirements contained in this Section that all STR Units must comply with and information about how problems should first be addressed with the Owner or applicable management company and, if not resolved, then reported to the Town.

STR Permit Applications are reviewed and approved by the Town Staff. In the event the Town Staff determines that an application does not comply with the requirements and standards set forth in this Section, it shall deny the same.

A person applying for or holding an STR Permit who receives notice from the Town of denial of their STR Permit application or the non-renewal of their existing STR Permit may appeal said decision to the Town's Appeal Authority in compliance with VULU Chapter 6 and Utah Code Ann. § 10-9A-701 et seq. Said appeal must be made in writing within 10 business days of the adverse decision being issued.

An applicant must pay a STR Permit fee at time of application submittal. The STR Permit fee shall be designated in the Town's Uniform Fee Schedule and established and modified from time to time by resolution. All STR Permit applications will be deemed automatically incomplete until the STR Permit Fee has been paid.

An updated application is required to be provided to the Town if any of the contact information of the Owner or management company handling STR renting for the Development is changed throughout the permit year.

STR PERMIT RENEWAL AND TRANSFER. STR Permits are good for 365 days after the date of issuance. A STR Permit may be renewed upon the occurrence of the following:

Payment to the Town of the annual STR Permit fee.

Submittal to the Town of an updated application if:

The Owner or management company handling STR renting for the applicable Development (or their contact information) has changed,

The Owner has made modifications to the STR Unit such that a higher number of

maximum occupants is requested. In this instance, the Owner shall provide the Town with written current certification from the local health department and the local fire authority indicating the increased maximum number of occupants desired in the STR Unit complies with local health and fire safety codes, or

The Owner has changed its Transient Room Tax and Sales Tax Account Number with the Utah State Tax Commission.

The Town confirms with the Utah State Tax Commission that the Owner or the management company handling STR rental of the applicable STR Unit is current on the Owner's remittance of transient room tax and sales tax.

In the event of a sale or other transfer (except involuntary transfers such as foreclosure or sheriff's sale) of any property containing a Dwelling Unit with a STR Permit, the purchaser or transferee of the property shall be required to apply for a new STR Permit within forty five (45) days of the date of purchase or transfer. In the event the purchaser or transferee fails to apply for a new STR Permit within said forty five (45) days, the STR Permit will be forfeited and the Owner must re-apply.

STANDARDS AND REQUIREMENTS FOR SHORT TERM RENTALS. In addition to any other requirement of this Section, a Short Term Rental and a STR Permit may be approved by Town Staff only if:

The proposed STR Unit is located in a STR Development Overlay Zone.

The proposed STR Unit is an entire Dwelling Unit that has been issued a certificate of occupancy by the Town. Portions of a Dwelling Unit may not be used as a Short Term Rental with the remainder being occupied by the Owner or a tenant under a long term lease of more than thirty (30) days – this type of use is considered Residential Hosting and the Owner must obtain an RHF Permit pursuant to Section 60.04 of this Chapter.

Standards for number of guests, number of vehicles, parking, noise restrictions, and all other applicable standards already set by the Town, the State of Utah, the local health department and the local fire authority must be complied with by the Owner and/or their management company.

There are no "on premise" or "off premises" exterior signage or display advertising the proposed STR Unit or its use as a Short Term Rental regardless of the Town's regulations found in Chapter 52 of VULU (Sign Regulations).

The proposed STR Unit has fully functioning smoke alarms and carbon monoxide detectors which meet the Underwriters Laboratory (UL) 217 standards, installed in the number and location required by the current uniform building, safety and fire codes adopted by the Town.

The proposed STR Unit has sufficient Off Street Parking in compliance with Chapter 14 of VULU (Off Street Parking Requirements). Off Street Parking may not be provided within the front yard setback other than the existing driveway.

The principal renter of a STR Unit shall be of legal adult age (18 Years Old).

The maximum number of paying adult and children guests permitted in a STR Unit shall not exceed local health department and fire authority regulations.

The Owner or its management company handling STR renting shall have set up a Transient Room Tax and Sales Tax Account with the Utah State Tax Commission and agree to be fully responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by Utah law, VULU or other Town Ordinances.

The Owner and/or its management company handling STR renting shall agree to provide guests with a summary of all laws and regulations of the Town that is applicable to Short Term Rental uses.

The Owner and/or its management company handling STR renting shall provide a brochure or other alternative publication to guests of the STR Unit containing basic, minimum, standards of personal conduct during their visit to the Town.

The STR Unit may not be comprised of, a part of, or a conglomerate of a Boarding House, Lodging House, Hotel, Motel, Tent, Campground Cabin, Travel Trailer, Recreational Vehicle ("RV"), Mobile Home or a non-tourist based Congregate Living Facility.

The STR Unit is located on a dedicated street that meets all requirements of the current version of the International Fire Code adopted by the Town.

The STR Unit possesses landscaping that is maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

STR COMPLIANCE AND LIABILITIES. It is recognized that the Owner of an STR Unit shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of their Dwelling Unit as a STR Unit, regardless of whether such noncompliance was committed by the Owner, their management company, or the occupants of the STR Unit or their guests. In furtherance of the above applicants for an STR Permit expressly acknowledge and consent to the following:

Owners may be held liable for violation of Town ordinances that happen on their property.

Complaints from adjacent or nearby property owners about the STR Unit must be in writing to the Town office and will be responded to by the Town within a reasonable time period.

A complaint received will not be considered a violation or unresolved complaint to be considered grounds for revocation or non-renewal of the STR Permit until proper notification to the Owner and investigation by the Town or law enforcement authorities have been completed.

Two or more citations issued in violation of Town ordinance, State, County or Federal laws, if they are not resolved in a timely manner by the Owner or their management company may be cause for revocation or non-renewal of the STR Permit in compliance with Subsections 60.02 E,4 & 5 and 60.02 H.

Short-Term Rental of a Dwelling Unit is subject to Virgin's Transient Room Tax Ordinance, therefore Owners, or their management company must collect said tax and all applicable sales tax and remit the same to the Utah State Tax Commission as required by State Law.

This section 60.02 of Chapter 60 (Special Lodging) of VULU does not supersede the CC&Rs or any other privately negotiated restrictive covenants established by private subdivisions. The Town does not have authority, and will not enforce CC&Rs or any other privately negotiated restrictive covenant.

STR ENFORCEMENT. A STR Permit may be revoked or not-renewed by the Town if:

The STR Unit that was originally constructed as a residential Dwelling Unit has been repurposed for a use other than that of a residential Dwelling Unit,

There is a change of ownership of the STR Unit and a purchaser or transferee fails to apply for a new STR Permit within 45 days of the transfer of title as prescribed by Subsection 60.02 E,6,

The Owner or his management company fails to pay any renewal STR Permit fee after sufficient notice,

The STR Unit and/or ancillary structures on the property fails to comply with applicable health, safety, or building codes and the Owner will not comply in a timely manner to bring the property into compliance with said code; or

Other illegal activities have occurred at, or related to the STR Unit, which the Town reasonably determines is clearly contrary to the purpose and intent of this Section.

ARTICLE VIII
MISCELLANEOUS

8.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person.

8.2 Amendment of this Declaration. During the Declarant Control Period, the Declarant at any time and from time to time, alone, shall be entitled to amend this Declaration and the Plat; provided, however, that Declarant shall not have the right to amend the Plat so as to modify the location, dimensions or size of any Lot which has been previously conveyed to an Owner. After the Declarant Control Period, the Owners at any time, and from time to time, shall have the right to amend this Declaration and/or the Plat upon the written approval of the Owners of not less than two-thirds of Owners who submit a vote in person or by proxy. Any such amendment shall be by an instrument duly recorded with the County Recorder of Washington County, Utah.

8.3 Declarants Rights Assignable. Declarant's rights under this Declaration or in any way relating to the Property or the Project may be assigned.

8.4 Enforcement of Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration; (a) Declarant (b) any Owner; (c) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

8.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

8.6 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

8.7 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration of any paragraph or provisions hereof.

8.8 Effective Date. This Declaration, any Plat and any amendment or supplement to either, shall take effect upon the recording thereof in the office of the County Recorder of Washington County, Utah and shall remain in effect until terminated by the recording of an instrument executed and consented to in writing (or presumed consented to) by sixty-seven percent (67%) of the Mortgagees of Lots affected thereby in accordance with the provisions of 12.3

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

8.10 Enforcement of Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with, or to obtain redress for violation of this declaration; (a) Declarant; (b) any Owner; or (c) any Mortgagee. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

8.11 Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration of any paragraph or provisions hereof.

8.12 Conflict. In case any provisions shall conflict with Utah law, Utah law shall be deemed to control.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document this ____ day of _____, 2023.

DECLARANT:

HIDDEN CANYON MESA
A Utah Limited Liability Company

By:

Jeff Lee, Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2022, before me personally appeared JEFF LEE, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of HIDDEN CANYON MESA LLC, and that the foregoing document was signed by him on behalf of that limited liability company by authority of its bylaws or of a company resolution, and he acknowledged before me that the limited liability company executed the document and the document was the act of the limited liability company for its stated purpose.

NOTARY PUBLIC