ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0753
Amended CC & R'S PAGE 1 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

FOURTH AMENDMENT OF DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF LA ESTANCIA

This Fourth Amendment of the Declaration of Covenants, Conditions and Restrictions of La Estancia, ("Fourth Amendment) is made this 10 day of January, 2018, by the association of Owners known as the La Estancia Homeowners Association, Inc., hereinafter referred to as the ("Association"). This Fourth Amendment is adopted and recorded solely for the purpose of correcting clarifying a certain provision in the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of La Estancia ("Third Amendment") recorded on December 28, 2017 at as Entry No 00177434, Book 0488 Pages 0861 -0932, which amended and restated its original Declaration of Covenants, Conditions and Restrictions recorded on January 3, 2006, as Entry Number 217403, at Book 0294, Pages 729-753, all according to the Records of the Kane County Recorder.

As presently recorded, Section 8.28 "Short Term Rentals" of the Third Amendment contains an extra word, "not," which should be deleted, and lacks the intended clarity as to rental terms allowed. As hereby amended, corrected and clarified by this Fourth Amendment, Section 8.28 a. shall read as follows:

a. Except with regard to the activities of the Declarant, no home, dwelling or structure (collectively "home") shall have more than 4 tenancies per calendar month. The home may be rented in increments of between 5 and 29 day rentals but no more than one rental contract may occur per week.

This change shall apply to all parcels described on Exhibit A attached hereto.

Declarant: Southern Utah Land Holdings LLC

By Jeff Peterson, Manager of LEBJTP Properties, LLC,
The Manager of Southern Utah Land Holdings, LLC

STATE OF UTAH)
:ss
COUNT OF Salt Lake)

On this 10 day of January, 2018, before me personally appeared Jeff Peterson , with satisfactory evidence of his identity, and who, being duly sworn, did say that he is the Manager of LEBJTP Properties, LLC, the Manager of Southern Utah Land Holdings, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of the LEBJTP Properties, LLC by authority of its Operating Agreement or a resolution of its Members, and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Notary Public

CHRISTINA MARIE KUNZ
Notary Public
State Of Utah
My Commission Expires February 04, 2019
COMMISSION NUMBER 681633

CHRISTINA MARIE KUNZ
Notary Public
State Of Utah
My Commission Expires February 04, 2019
COMMISSION NUMBER 681633

EXHIBIT A

PROPERTY DESCRIPTION

All of Lot 1 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-1

All of Lot 2 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-2

All of Lot 3 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-3

All of Lot 4 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-4

All of Lot 5 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-5

All of Lot 6 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-6

All of Lot 7 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-7

All of Lot 8 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-8

All of Lot 9 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-9

All of Lot 10 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-10

All of Lot 11 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-11

All of Lot 12 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-12

All of Lot 13 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-13

All of Lot 14 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-14

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0754
Amended CC & R'S PAGE 2 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 15 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-15

All of Lot 16 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-16

All of Lot 17 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-17

All of Lot 18 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-18

All of Lot 19 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-19

All of Lot 20 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-20

All of Lot 21 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-21

All of Lot 22 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-22

All of Lot 23 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-23

All of Lot 24 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-24

All of Lot 25 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-25

All of Lot 26 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-26

All of Lot 27 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-27

All of Lot 28 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-28

All of Lot 29 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-29

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0755
Amended CC & R'S PAGE 3 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 30 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-30

All of Lot 31 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-31

All of Lot 32 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-32

All of Lot 33 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-33

All of Lot 34 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-34

All of Lot 35 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-35

All of Lot 36 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-36

All of Lot 37 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-37

All of Lot 38 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-38

All of Lot 39 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-39

All of Lot 40 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-40

All of Lot 41 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-41

All of Lot 42 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-42

All of Lot 23 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-43

All of Lot 44 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-44

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0756
Amended CC & R'S PAGE 4 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 45 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-45

All of Lot 46 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-46

All of Lot 47 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-47

All of Lot 48 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-48

All of Lot 49 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-49

All of Lot 50 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-50

All of Lot 51 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-51

All of Lot 52 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-52

All of Lot 53 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-53

All of Lot 54 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-54

All of Lot 55 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-55

All of Lot 56 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-56

All of Lot 57 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-57

All of Lot 58 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-58

All of Lot 59 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-59

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0757
Amended CC & R'S PAGE 5 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 60 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-60

All of Lot 61 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-61

All of Lot 62 La Estancia, Phase 2, t a Planned Unit Development
Parcel # K-191-62

All of Lot 63 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-63

All of Lot 64 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-64

All of Lot 65 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-65

All of Lot 66 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-66

All of Lot 67 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-67

All of Lot 68 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-68

All of Lot 69 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-69

All of Lot 70 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-70

All of Lot 71 La Estancia, Phase 2, a Planned Unit Development as
Parcel # K-191-71

All of Lot 72 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-72

All of Lot 73 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-73

All of Lot 74 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-74

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0758
Amended CC & R'S PAGE 6 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 75 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-75

All of Lot 76 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-76

All of Lot 77 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-77

All of Lot 78 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-78

All of Lot 79 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-79

All of Lot 80 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-80

All of Lot 81 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-81

All of Lot 82 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-82

All of Lot 83 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-83

All of Lot 84 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-84

All of Lot 85 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-85

All of Lot 86 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-86

All of Lot 87 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-87

All of Lot 88 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-88

All of Lot 89 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-89

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0759
Amended CC & R'S PAGE 7 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 90 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-90

All of Lot 91 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-91

All of Lot 92 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-92

All of Lot 93 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-93

All of Lot 94 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-94

All of Lot 95 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-95

All of Lot 96 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-96

All of Lot 97 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-97

All of Lot 98 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-98

All of Lot 99La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-99

All of Lot 100 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-100

All of Lot 101 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-101

All of Lot 102 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-102

All of Lot 103 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-103

All of Lot 104 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-104

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0760
Amended CC & R'S PAGE 8 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 105 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-105

All of Lot 106 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-106

All of Lot 107 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-107

All of Lot 108 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-108

All of Lot 109 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-109

All of Lot 110 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-110

All of Lot 111 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-111

All of Lot 112 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-112

All of Lot 113 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-113

All of Lot 114 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-114

All of Lot 115 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-115

All of Lot 116 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-116

All of Lot 117La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-117

All of Lot 118 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-118

All of Lot 119 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-1`19`

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0761
Amended CC & R'S PAGE 9 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 120 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-120

All of Lot 121 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-121

All of Lot 122 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-122

All of Lot 123 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-123

All of Lot 124 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-124

All of Lot 125 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-125

All of Lot 126 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-126

All of Lot 131 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-131

All of Lot 132 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-132

All of Lot 133 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-133

All of Lot 134 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-134

All of Lot 135 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-135

All of Lot 136 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-136

All of Lot 137 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-137

All of Lot 138 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-138

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0762
Amended CC & R'S PAGE 10 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 139 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-139

All of Lot 140 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-140

All of Lot 141 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-141

All of Lot 142 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-142

All of Lot 143 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-143

All of Lot 144 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-144

All of Lot 145 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-145

All of Lot 146 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-146

All of Lot 147 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-147

All of Lot 148 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-148

All of Lot 149 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-149

All of Lot 150 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-150

All of Lot 151 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-151

All of Lot 152 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-152

All of Lot 153 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-153

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0763
Amended CC & R'S PAGE 11 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

All of Lot 154 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-154

All of Lot 155 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-155

ENTRY NO. 00177724
01/12/2018 03:12:24 PM B: 0489 P: 0764
Amended CC & R'S PAGE 12 / 12
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 184.00 BY JEFFREY PETERSON

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0861
Amended CC & R'S PAGE 1 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF LA ESTANCIA

This THIRD Amended and Restated Declaration of Covenants, Conditions and Restrictions, is recorded in connection with a planned unit development subdivision known as La Estancia, Phase I which was created pursuant to its original Declaration of Covenants, Conditions and Restrictions recorded on January 3, 2006, as Entry Number 217403, at Book 0294, Pages 729-753, according to the Records of the Kane County Recorder.

The Declarant hereby intends to again amend and restate and replace, in their entirety, the Declaration recorded in the Office of the Kane County Recorder on December 31, 2012, as Entry Number 001564496, at Book 0416, pages 0278-0336, as follows:

RECITALS

The purpose of this THIRD Amended and Restated Declaration is for the Declarant Southern Utah Land Holdings, LLC, a Utah limited liability company; and to make certain changes as prescribed by law. Declarant is the owner of certain real property (the "Property") in Kanab, Kane County, Utah, which is more particularly described on Exhibit A attached hereto.

It is the desire and intention of Declarant to divide the Property for the construction of Residential dwellings and sell and convey the same to various purchasers. Certain common and limited common areas will be conveyed to an association established pursuant to this Declaration, in which Owners will be members.

Declarant will convey the Property subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

La Estancia Phase I and Phase II are organized pursuant to the Community Declaration Act (Utah Code §57-8a-101 *et.seq.*). La Estancia Phase I and Phase II are not condominium projects and are not subject to the Condominium Association Act (Utah Code §57-8-1 *et.seq.*).

DECLARATION

Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the plat of La Estancia, Phase I and Phase II recorded concurrently herewith. This is for the purpose of protecting the value and desirability of the Property. This Declaration and the plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof or their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

The following definitions control in this Declaration. These terms, though defined, may not be capitalized in this Declaration.

Section 1.1. Association means the La Estancia Homeowners Association, Inc., its successors and assigns.

Section 1.2. Board of Directors means the governing body of the Association.

Section 1.3. Common Area means all real property (including the improvements thereto) owned or hereafter acquired by the Association for the common use and enjoyment of the Members, and includes that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners as further described herein, and is not dedicated for the use of the general public, except as otherwise set forth in this Declaration or as specifically determined by the Directors. Specifically exempted from Common Area are Lots, Pads, Limited Common Area and dedicated public streets that are identified on the Plat. Common Area shall also include all land in which the Association has an easement right.

Section 1.4. Declarant means Southern Utah Land Holdings, LLC a Utah limited liability company, which is a successor to La Estancia Development, LLC, the Original Declarant and shall include the Southern Utah Land Holdings, LLC'S heirs, successors and assigns.

Section 1.5. Declaration means this instrument and any amendments thereto.

Section 1.6. Directors means the members of the governing body of the Association.

Section 1.7. Entire Membership means all Members, regardless of class of membership: When a vote of the Entire Membership is referenced it means all potential votes for Class Al, Class A2, and Class B Members.

Section 1.8. Front Yard means that portion of the Limited Common Area between a line formed by the front walls of any home built on a Pad and the public or private street in front of and adjacent to such Pad.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0862
Amended CC & R'S PAGE 2 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 1.9. Limited Common Area means that portion of Property owned by the Association, shown on the Plat as Limited Common Area. The Owner of the Pad to which such Limited Common Area is adjacent and/or appurtenant has the use and enjoyment of that Limited Common Area to the exclusion of other Owners. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Section 1.10 Lot means a separately numbered and individually described plot of land shown on the Plat designated for private ownership, and which is not surrounded by nor associated with Limited Common Areas, but specifically excludes any such Common Areas and Limited Common Areas. Lots are designated on the Plat as numbers 38 through 51 and 140 through 155. Lot owners shall be Class A2 Members of the Association.

Section 1.11. Pad means a separately numbered and individually described plot of land shown on the Plat designated for private ownership and surrounded by and associated with Limited Common Area, but specifically excludes the Common and Limited Common Areas. Pads are designated on the Plat as numbers 1 through 37, and - 52 through 112, 114 through 126, and 131 though 139. Pad owners shall be Class A1 Members of the Association.

Section 1.12. Member means every person or entity who holds membership in the Association. Every Member is an Owner, and every Owner is a Member.

Section 1.13. Mortgage includes "deed of trust" and Mortgagee includes "trust deed beneficiary."

Section 1.14. Owner means the entity, person, or group of persons owning fee simple title to any Lot or Pad which is within the Property. Regardless of the number of parties participating in ownership of each Lot or Pad, the group of those parties shall be treated as one "Owner."

Section 1.15. Plat means the subdivision plats recorded herewith, or previously recorded, entitled "La Estancia Subdivision", prepared and certified by Talbot Land Surveyors, by Lanny Talbot, a Utah Registered Land Surveyor, or any replacements thereat or additions thereto.

Section 1.16. Property or Properties means that certain real property described on Exhibit A hereto, and such additions and annexations thereto as may hereafter be subjected to this Declaration.

ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Title to the Common Area Declarant will convey fee simple title to the Common Area and Limited Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot or Pad, but subject to this Declaration, and easements and rights-of-way of record. In accepting the deed, the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0863
Amended CC & R'S PAGE 3 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Association covenants to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high standards.

Section 2.2. Members' Easements of Enjoyment. Every Member has a right and easement of use and enjoyment in and to the Common Areas. This easement is appurtenant to and passes with the title to every Lot or Pad, subject to:

The right of the Association to charge reasonable admission, use of service and other fees for the use of any service of the Association or access and use of the Common Areas or parking facilities situated upon the Common Areas. No fees shall be charged for parking specifically designated on the Plat as appurtenant to a Lot or Pad.

Other than for landscape maintenance, Lot and Pad Owners shall be assessed and pay the same fee. The Association reserves the right to charge different landscape maintenance fees to Lot and Pad owners, based upon the fact that the landscape maintenance by the Association will be less for Lot Owners than for Pad Owners. All Lot Owners, as Class A2 members, will be assessed the same as all other Class A2 Members. All Pad Owners, as Class A1 members, will be assessed the same as all other Class A1 Members;

(a) The right of the Association to limit the number of guests of Members using the Common Area;

(b) The right of the Association to suspend the voting rights, use of Common and Limited Common areas, and/or common utility service of a Member for any period during which any assessment or portion thereof against the Member's Pad or Lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations, except as otherwise provided for in this Amended Declaration;

(c) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar Association or its members in consideration for use of the Common Areas and facilities of the other Association, for cash consideration, or for such other consideration as the Association may determine;

(d) The right of the Association, if there is no Class B membership, with the approval of sixty seven percent (67%) of the Entire Membership, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility;

(e) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association;

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0864
Amended CC & R'S PAGE 4 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

(f) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure;

(g) The terms and conditions of this Declaration;

(h) The right of the Declarant or the Association, through its Directors, to adopt rules and regulations concerning use of the Common Area; and

(i) The right of the Declarant to take such actions as it may deem necessary so long as the expansion of the Project shall not be complete, including granting leases, easements, and modifying the improvements and design of the Common Area.

Section 2.3. Covenants To Run With the Lot or Pad. The agreement to use the Association's recreational facilities shall run with the Member's Lot or Pad, shall be irrevocable by the Member, and shall be binding upon the Member and the Member's heirs, devisees, agents, representatives, transferees, successors and assigns. In the event that a Member fails to abide by applicable rules and regulations related to, or fails to pay the fees associated with, the use of the Association's recreational facilities, not only may the Member's' right to use such facilities be suspended; but the Association shall have the right to suspend all rights of the Member in the Association, assess penalties and fees for such noncompliance or nonpayment, and collect the amounts due in the same manner as the collection of other assessments by the Association.

Section 2.4. Limited Common Area. A Class A1 Member is entitled to use of the Limited Common Area adjacent and appurtenant to said Member's Pad, if any, all to the exclusion of other Owners and Members. This right of use specifically includes, among other uses, the placement of HVAC units on Limited Common Areas directly adjacent to the residential dwelling in locations approved by the Architectural Control Committee ("ACC") as outlined in Article 6 herein, as part of the plans for the construction of such residential dwelling. The Declarant, or the Association through its Directors, may adapt rules and regulations concerning use of the Limited Common Area. Limited Common Area is subject to the rights of the Association set forth in this Declaration.

Section 2.5. Delegation of Use. An Owner, or one having a right of use of facilities, is deemed to delegate any right of enjoyment to the Common Area and facilities to family Members, tenants, or contract purchasers who reside on the Property. Damage caused to the Common Area and facilities, including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area and facilities by the Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area and facilities shall be an assessment charged to the Lot or Pad and to the Class A1 and/or Class A2 Owner.

Section 2.6. Rules. The Declarant or the Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0865
Amended CC & R'S PAGE 5 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
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the Properties. These rules shall be compiled and copies shall be made available for inspection and copying by the any Members on the Association's website.

Section 2.7. Pad. Each Pad is owned in fee simple by the Owner. However, area within the surveyed Pad boundaries, but outside of the exterior walls of any dwelling constructed on the Pad, even though the Pad is owned in fee simple by the Owner, shall be treated as Limited Common Area for use purposes, and as exterior area for maintenance purposes. The purpose of laying out a Pad larger than the residential dwelling is to allow flexibility in the original dwelling construction. After the initial construction on a Pad; subsequent construction, if any, may occupy any portion of the surveyed Pad, subject to all other provisions of this Declaration. An Owner may construct appurtenant structures and personal landscaping outside the boundaries of the residential dwelling and within the rear area of the surveyed boundaries of the Pad, subject to approval of the ACC, as outlined in Article 6 herein.

Section 2.8. Lot. Each Lot is owned in fee simple by the Owner. An Owner may construct a residential dwelling and appurtenant structures and personal landscaping within the surveyed boundaries of the Lot, subject to approval of the ACC, as outlined in Article 6 herein.

Section 2.9. Bylaws. The Original Declarant or the Board of Directors, has created and caused to be filed and maintained with the State of Utah, La Estancia Homeowners Association, Inc., a not for profit corporation, under the Utah laws governing such corporations. Declarant hereby adopts Bylaws for the governing of the same. See Bylaws attached to this Declaration as Exhibit B, and by this reference made a part hereof. The Declarant or the Board of Directors, in their sole discretion, have the right to amend said Bylaws from time to time as deemed necessary. In all matters, this Amended Declaration shall govern.

ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include tenants or persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot or Pad ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights. The Association has three classes of voting membership:

CLASS A1 AND CLASS A2. Class Al Members shall be all Owners of Pads, with the exception of the Declarant. Class A2 Members shall be all Owners of Lots, with the exception of the Declarant. Class Al and Class A2 Members are entitled to one vote for each Lot or Pad owned. When more than one person holds an interest in any Lot or Pad, the group of such persons shall be a single Member. The vote for such Lot or Pad shall be exercised as they among themselves determine, but in no event shall more than one vote be

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0866
Amended CC & R'S PAGE 6 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

cast with respect to any Lot or Pad. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy; is conclusively presumed to be the vote attributable to the Lot or Pad concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot or Pad. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

CLASS B. The Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot or Pad owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier.

(a) upon conveyance of one hundred percent (100%) of all Lots and Pads to purchasers; or

(b) the expiration of twenty (20) years from the date of recordation of this document; or

(c) the surrender of Class B membership status by the express written action of the Declarant. In the case of expansion (as provided under Article 10 hereof) the Declarant's memberships appurtenant to the Lots and Pads in the expansion area shall be Class B memberships.

The Declarant shall have the right to exercise control over all substantive issues regarding the Association or arising under this Declaration until such time as the Declarant shall loose its Class B voting status.

If Declarant exercises its option to add additional Lots or Pads by platting additional phases or by other permitted expansion, then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Class B voting status for all Lots and Pads owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

ARTICLE 4 - FINANCES AND OPERATIONS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot or Pad, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (c) any other amount or assessment levied or charged by the Association or Board of Directors pursuant to this Declaration; and (d) interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the Lot or Pad and shall be a continuing lien upon the Lot or Pad against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligations of the person who was the Owner of such Lot or Pad at the time when the assessment fell due. Successors in-title shall not be personally liable for

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0867
Amended CC & R'S PAGE 7 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

assessments delinquent at the time they -took title unless that obligation is expressly assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used: (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties; (b) for the improvement and maintenance of Properties, services, and facilities devoted to this purpose; (c) for the improvement, maintenance, repair, replacement and preservation of the Common Areas; and (d) for the maintenance, repair, resurfacing, striping, seal coating and replacement of the paved and unpaved portions of the private streets, shoulders, drainage areas and slope areas within the Property. The assessments must provide for, but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common and Limited Common Areas; the payment of the cost of repairing, replacing, and maintaining the exteriors of each Pad as required by the Association hereunder, the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those Common and Limited Common Areas which must be replaced on a periodic basis ; and other amounts required by this Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board of Directors, for the payment of other charges, including, without limitation, maintenance, management, professional services, utilities, cable television, trash collection, sewer, and water charges.

Section 4.3. Maximum Annual Assessment. Until January 1 following recording of this Declaration, the maximum annual assessment with regard to Class Al and Class A2 Members shall be One Thousand Eight Hundred Dollars ($1,800.00) per year, or $150.00 per month, per Pad or Lot. These amounts shall be the basis of calculation for future maximum annual assessments. From and after the date referred to above, the maximum annual assessment may be increased each year by ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership. The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period. Such change may be made by the Board of Directors if there is Class B membership. If there is no Class B membership, any such change shall have the assent of sixty percent (60%) of the votes of the Entire Membership, voting in person or by proxy, at a meeting duly called for this purpose. The actual annual assessment need not increase annually; however, the ability to increase assessments shall be cumulative with each passing year. The Board shall set the actual annual assessment on an annual basis. Notice shall be given to each owner as provided in Article 11. The Board must set the actual annual assessment to be an amount at or less than the maximum annual assessment.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Board may levy in any assessment year 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 construction, reconstruction, repair or replacement of Common or Limited Common Area structures, fixtures and personal property related thereto. If there is no Class B membership, special assessments must have the assent of sixty percent (60%)

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0868
Amended CC & R'S PAGE 8 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

of the votes of the Entire Membership authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 4.5. Notice and Quorum. for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting of Members required to be called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6. Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Pads, respectively; provided, however, that no assessments shall accrue against the Declarant so long as the Declarant has Class B membership. Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Directors determine.

Section 4.7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a prerequisite to the validity of the assessment. In the absence of a determination by the Directors as to the amount of said assessment, the annual assessment shall be an amount equal to 90% of the maximum annual assessment determined as provided above. The assessment due dates shall be established by the Directors. The Directors may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The Board shall prepare a roster of the Properties and the assessments applicable thereto at the same time that it sets the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the raster by any Member at reasonable times. The Association shall, upon demand, and for a reasonable charge as allowed by law; furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot or Pad 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.

Section 4.8. Annual Assessments for Common Expenses. The Board shall prepare an operating budget for the upcoming year and furnish the same to each Owner at the time of the final HOA meeting of the year.. The budget shall itemize the estimated Common Expenses for such upcoming year, anticipated receipts (if any) and any deficit or surplus from the prior operating calendar year. The budget shall serve as the supporting document for the Annual Assessment for the upcoming year and as the major guideline under which the Project shall be operated during such upcoming year. Pursuant

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0869
Amended CC & R'S PAGE 9 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

to Utah law, a Reserve Analysis shall be conducted and renewed and reviewed consistent with the statutory deadlines and schedules. The Association Annual Budget and Assessments may be based upon the Reserve Analysis.

Section 4.9. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall determine appropriate) until paid. In addition, the Directors shall assess a late fee of $100.00 for each delinquent installment The Directors may, in the name of the Association: (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; (b) may foreclose the lien against an Owner's Lot or Pad 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; (c) may restrict, limit; or totally terminate any or all utility and other services provided by the Association in behalf of the delinquent Owner; (d) may restrict, limit, or totally terminate the Owner's right to use any Common Areas or Limited Common Areas; and/or (e) whenever the assessment is delinquent more than sixty (60) days, may collect from any tenant of the Owner any rent due the Owner and use such rent to pay the delinquent assessments and other charges, all as allowed by Utah law. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees, together with an amount for the reasonable rental for the Lot or Pad from the time of commencement of any foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security. In order to facilitate the foreclosure of any such Assessment Lien in the manner provided at law for the foreclosure of deeds of trust, Declarant hereby conveys and hereby warrants, pursuant to §57-1-20 and §57-8a-302, Utah Code Annotated, as amended from time to time, to Richard M. Matheson, attorney at law, 5383 South 900 East, Suite 205, Salt Lake City, Utah 84117, as trustee, and grants and conveys the Project, IN TRUST, to said Richard M. Matheson, as trustee with full power of sale, to foreclose any such Assessment Liens as directed by the Board. The Board may, at any time, designate one or more successor trustees, in the place of Richard M. Matheson, in accordance with provisions of Utah law for the substitution of trustees under deeds of trust. Such trustee, and any successors, shall not have any other right, title or interest in the Project beyond those rights and interests necessary and appropriate to foreclose any Assessment Liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the Assessment Lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any that mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot or Pad shall not affect the assessment lien. However, the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0870
Amended CC & R'S PAGE 10 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

sale or transfer of any Lot or Pad 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 tenet, however, shall relieve a Lot

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0871
Amended CC & R'S PAGE 11 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

or Pad Owner from personal liability for assessments coming due after the Owner takes title or from the lien of such later assessments.

Section 4.11. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot and Pad Owners and insurers as well as by holders, insurers and guarantors of first mortgages, in accordance with Utah law. Charges shall be made for copying, researching or extracting from such documents as allowed by Utah law. A Lot or Pad 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. If said documents and records are requested, the requesting party shall pay all reasonable costs of compiling and copying requested documents.

Section 4.12. Exempt Property. The following property subject to this Declaration is exempt from the assessments treated herein.

(a) All property dedicated to and accepted by any local public authority;

(b) All Common Area and Limited Common Area;

(c) All Lots and Pads owned by Declarant.

ARTICLE 5 – INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Directors may deem desirable. The Directors may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Directors may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of; and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

At this time, all individual Home Owners in La Estancia are required to provide Homeowners Casualty Insurance for their homes and provide for replacement value. In addition to casualty insurance on the Common Area, the Directors may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Directors deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the homes and other structures constructed upon any Lot or Pad, including the structural portions and fixtures thereof Insurance premiums for any such blanket insurance, and any other insurance premiums paid by the Association shall be a common expense of the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0872
Amended CC & R'S PAGE 12 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to structures on any Lot or Pad shall be written in the name of and the proceeds thereof shall be payable to the Association as Trustee for the Owners. The funds received under such policy shall be used to reconstruct the damaged or destroyed structures and improvements of the Lot or Pad. In the event any claim is made against an Association policy which is for the benefit of a specific Lot or Pad, the affected Lot or Pad Owner shall be responsible to pay any deductible involved with the claim.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot and Pad Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments or special assessments made against such Lot or Pad Owners.

Section 5.3. Liability Insurance. The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common and Limited Common Areas for at least $1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 5.4. Fidelity Insurance. The Directors may elect to obtain fidelity coverage against dishonest acts, negligence, breach of fiduciary duties, or such other acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Directors shall seek a policy which shall: (a) name the Association as obligee or beneficiary; (b) be written in an amount not less than the sum of (i) three months' operating expenses, plus (ii) the maximum reserves of the Association which maybe on deposit at any time; and (c) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5.5. Costs and Annual Review of Policies. The costs of all insurance obtained by the Association shall constitute common expenses of the Association which shall be included in the regular annual assessments made by the Association. All insurance policies shall be reviewed at least annually by the Directors in order to ascertain whether the coverage contained in the policies is sufficient to insure against claims, losses, and to make any necessary repairs or replacements of the Property which may be damaged or destroyed.

ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0873
Amended CC & R'S PAGE 13 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 6.1. Declarant Exemption The Declarant shall not be required to comply with the provisions of this Article in the construction of its Properties.

Section 6.2. Creation of Architectural Control Committee The Declarant shall fulfill all functions of the Architectural Control Committee ("ACC") under this Declaration until the Declarant expressly surrenders this right by written instrument, or until each Lot and Pad in the Properties (including all expansion areas) has a home constructed on it. At such time as the Declarant surrenders its right to fulfill the functions of the ACC, or such right terminates as provided above, the Directors shall appoint the members of the ACC, which shall consist of three persons, one of whom shall be knowledgeable in the area of residential development. The initial committee members shall be appointed for terms of one, two, and three years each, and thereafter committee members shall be appointed for terms of three years. No member of the ACC shall receive any compensation or make any charge for services rendered. The ACC shall; by majority vote, adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties, may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The initial rules and regulations, subject to amendment, are attached as Exhibit C. After surrender or termination of the Declarant's right to fulfill the functions of the ACC, by majority vote of the ACC or by vote of a majority of the Owners, by one vote for each Lot or Pad, any rule or regulation maybe amended, adopted or repealed. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. The ACC shall meet on a regular basis as determined by the ACC and based upon the amount of business to be transacted by the ACC.

Section 6.3. Approval Required **No structure, building, fence, wall, patio, pool, deck, landscape or hardscape, and no addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to any Lot or Pad or building be made until the plans and specifications showing the nature, kind, shape, height, materials; colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or by an ACC, as the case may be.** In the event the Declarant or the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been made. Without the prior written approval of at least sixty-seven percent (67%) of the Entire Membership, neither the Association nor the ACC shall have the power; by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of buildings and Lots and Pads, and the maintenance of the Common Areas, including walls, fences, driveways, lawns and landscaping. The approval of the Declarant or the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Declarant or the ACC to disapprove any similar plans and specifications subsequently

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0874
Amended CC & R'S PAGE 14 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

submitted. In the event an improvement as defined above is commenced without proper ACC approval is received, a fine may be imposed of $100 per day until the proper approvals are received from the ACC and a Mechanics Lien may be filed upon the violating property to collect outstanding funds.

Section 6.4. Required Submittals Three (3) complete sets of building plans and specifications shall be filed with the Declarant or ACC, together with a site, Lot or Pad plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover. A fee of $1,000.00 shall also be submitted at that time along with an application and such supporting materials (such as samples of building materials) as the Declarant or the ACC deems necessary. No work shall commence unless and until the Declarant or ACC shall endorse on all sets of such plans and specifications 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 ACC pursuant hereto. One set of plans and specifications shall be provided by the Owner to the City of Kanab, one set shall remain at the construction site for reference, and the third set shall, be filed as a permanent record of the ACC. In the event an improvement as defined above is commenced without proper ACC approval is received, a fine may be imposed of $100 per day until the proper approvals are received from the ACC and a Mechanics Lien may be filed upon the violating property to collect outstanding funds.

Section 6.5. Approval by Kanab City No plans for a dwelling unit, accessory building, addition to a dwelling unit or accessory building, or any other structure or building shall be submitted to Kanab City until written ACC approval is given to applicant. No work shall be commenced, constructed or maintained, and no grading or removal of natural vegetation or change in natural topography or natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot or Pad until all required permits or required approvals are obtained from Kanab City or such other appropriate governmental entity, following submission to Kanab City or such other appropriate governmental entity of such information as may reasonably be required. The granting of a permit or approval by Kanab City or any other governmental entity with respect to any matter shall not bind or otherwise affect the power of the Declarant or the ACC to refuse to approve any such matter.

Section 6.6. No Liability Neither the Declarant nor the ACC shall 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 Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property and any violation of this Declaration or of any law or regulation are the sole responsibility of the Lot or Pad Owner and the applicable designer, architect, or contractor. The Declarant's and the ACC's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

Section 6.7. Remedies Available The Owner(s) and/or the Owner(s) agents and contractors shall be jointly and severally liable for compliance with the requirements of this Declaration in the construction of any improvements. The costs of any required

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0875
Amended CC & R'S PAGE 15 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

changes to floor plans, colors, materials, etc., by reason of violations of this Declaration, or the rules, regulations or design standards of the ACC shall be the responsibility of such Owner(s), agents and contractors. Purchasers or Lot or Pad Owners within La Estancia acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any Lot or Pad which occurs without the written consent of the Declarant or a majority of the ACC will cause irreparable harm to other Owners and Purchasers within La Estancia. Based thereon, any violation of this Article 6 by any person shall entitle the ACC, the Declarant, or the Owner of any Lot or Pad within any phase of La Estancia to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a Lot or Pad within La Estancia, such purchaser or Lot or Pad Owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or Owner of any Lot or Pad within La Estancia agrees that such injunctive relief is in addition to any other damages or claims which the ACC, the Declarant, or any Lot or Pad Owner within La Estancia may have hereunder or pursuant to law. In addition to all other remedies available, the Declarant or the ACC may levy a fine not to exceed $500.00 for each violation, against any Owner(s), agent, contractor and/or other responsible party who violates these covenants or a rule, regulation or standard of the ACC, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation, not to exceed Fifteen hundred dollars per month. All enforcement costs, attorney fees and other expenses incurred in relation to such violations, and any fines levied, shall constitute a lien on such violating Owner's Lot or Pad, shall be a personal obligation of-the Owner, and may be collected and the Lot or Pad foreclosed in the same manner as provided for the collection of delinquent assessments.

ARTICLE 7 - EXTERIOR MAINTENANCE

Section 7.1. Exterior Maintenance by Owners of Pads. Each Pad Owner shall be responsible for maintenance to the exterior of the residential dwelling owned and in the Limited Common Area adjacent and appurtenant to the Pad, except with respect to the Front Yard. Each Owner shall also be responsible for the maintenance, repair and replacement of any walls separating Limited Common Area to which the Owner is entitled to exclusive use, from any other Limited Common Area, Common Area, or private ownership. In the event that the wall divides Limited Common Area or areas under private ownership, such maintenance, repair and replacement obligation shall be divided between or among all Owners with rights in the property adjoining the walls in proportion to the length of wall adjoining the property in which each has an interest. In the event that the wall divides Limited Common Area or areas ender private ownership from Common Areas, sack maintenance, repair and replacement obligation shall be divided between or among all Owners with rights in the property adjoining the walls and the Association in proportion to the length of wall adjoining the property in which each has an interest. The Directors shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, and after a two-thirds (2/3) vote, and after ten (10) days written notice (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each residential dwelling

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0876
Amended CC & R'S PAGE 16 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

and Pad, and the Limited Common Area adjacent and appurtenant thereto. The cost of such maintenance shall he assessed against the Pad and/or residential dwelling.

Section 7.2. Exterior Maintenance by Owners of Lots. Each Lot Owner shall be responsible for maintenance of the entire Lot and any structures thereon.

Section 7.3. Exterior Maintenance of Pads by Association Except with regard to the obligations for maintenance, repair and replacement set forth in Section 7.1, the Association shall be responsible for maintenance upon the Front Yard, the Common Area, and the Limited Common Area which is not adjacent to any Pad. The cost of such maintenance shall be a common expense.

Section 7.4. Access at Reasonable Hours for the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized, agents or employees, shall have the right to enter upon any Pad or Limited Common Area at reasonable hours.

Section 7.5. Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a Pad outside the walls of the residential dwelling, and the Limited Common Areas adjacent and appurtenant to the residential dwelling, may be altered by rules of the Association.

ARTICLE 8 - USE RESTRICTIONS

Section 8.1. Construction, Business and Sales Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots, Pads and homes during the period of construction and sale of said Lots, Pads and homes and upon such portion of the Property as Declarant deems necessary including, but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

Section 8.2. General Use Restrictions: Pads All of the Pads, Common and Limited Common areas which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the Common Property. All buildings or structures erected and the Pads shall be of new construction and no buildings or structures shall be removed from other locations to the Pads. Exterior colors for improvements must be earth tone in nature as defined by the ACC. The ACC shall have final say in the exterior characteristics of all structures. All decisions by the ACC shall be final and binding. No building or structure of a temporary character, trailer basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Pad at any time.

Section 8.3. General Use Restrictions: Lots All of the Lots which are subject to this Declaration are hereby restricted to the construction of one detached single family dwelling per Lot, not to exceed the height indicated on the Plat with regard to each Lot, and one additional "casita" guest house with garage. All structures and improvements shall be of a

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0877
Amended CC & R'S PAGE 17 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

"Southwest," "Territorial," or "Tuscan" or other compatible design which may be approved by the ACC in its sole discretion. All construction on the Lot shall be of new materials, except that used brick or stone may be used with the prior written approval of the ACC. No buildings or structures shall be removed from other locations and relocated on the Lots. Exterior colors for improvements must be approved by the ACC. The design of any structures to be constructed on any Lot shall, in the sole determination of-the ACC. , be architecturally compatible with, and of a consistent design, color and style to, the structures constructed or to be constructed on Pads. After the initial construction on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot, unless built of the same components as the original residential dwelling, and approved in writing by the ACC prior to any construction. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No lumber, material or building materials shall be kept, stored or allowed to accumulate on any Lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof and stored as allowed herein

Every dwelling shall have, as a minimum, a fully enclosed two car garage which, if detached from the dwelling, shall constitute the accessory building. All residences shall have a single colored concrete driveway of no more than sixteen feet (16") in width, connecting the garage and parking on the Lot to the street in such a way as to allow safe ingress and egress. Guest parking for at least two vehicles shall be included in the design of the driveway. No consistent or permanent parking on the streets or non paved limited common area is allowed by residents. The only parking that is admissible is to park on approved concrete paved driveways. Such guest parking shall be designed to minimum impact to other Lots or roadways within the subdivision. Driveways, walkways, parking areas and areas of similar nature shall be designed and constructed so as to minimize the scarring of the terrain and removal of tree, vegetation, boulders, or other natural features. All driveways, walkways, parking areas and other areas of similar nature, shall be constructed of such materials and be of such color as approved in writing by the ACC. Construction of all driveways, walkways, parking areas and other areas of similar nature must be completed in accordance with ACC approved plans and specifications concurrently with the substantial completion of the dwelling on the Lot.

As Lot 153 is owned by Kanab City and it is proposing to provide trail access and parking to the BLM trail system, an exception MAY be granted by the Declerant AND the LA Estancia Board of directions. After a thorough review of proposed plans and specifications and use agreement and restrictions, the Declerant AND La Estancia Board may grant a variance for this use in writing to the City to waive section 8.2.

Section 8.4. Ground Disturbance on Lots, All dwellings must be located within the "lot area" as described on the subdivision plat. All utility lines from the street to the home shall be underground and located within the driveway right-of-way. Natural features and natural landscape of the Lot shall be maintained to the fullest extent possible. All proposed grading, cuts, fills, or other ground disturbance must be indicated on the plans submitted for approval by the ACC. Other than with regard to the construction of buildings, driveways, and utilities as approved by the ACC, no disturbance of any kind of the natural

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0878
Amended CC & R'S PAGE 18 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

landscape or natural vegetation shall he permitted.

Section 8.5. Site Work on Lots No excessive excavation or fill shall be permitted. Where soil is exposed during the construction process, it shall be recontoured as needed and appropriately landscaped. All exposed openings shall be backfilled, the skirt ground shall be graded, and the site appropriately landscaped. No wholesale removal of vegetation will be allowed; rather the selective removal of vegetation only as necessary for construction will be permitted. Every effort shall be taken to avoid disturbing boulders, rock outcroppings or trees. Specific rock outcrops and trees which may not be disturbed under any circumstances are identified on the Plat. Owners shall make every reasonable effort to integrate existing rocks and trees into the design of the constructed environment 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 driveway construction may be left exposed earth and rock. Any retaining walls shall be constructed of or surfaced with stone consistent with the natural stone existing on the Lot.

Section 8.6. Soils Report on Lots The Lot purchaser shall obtain a soils test and foundation recommendation from a Utah registered engineer prior to submitting plans and specifications for construction to the ACC for approval. The ACC may condition final approval of plans and specifications upon the condition that the Owner follow the recommendations set forth in the soils report.

Section 8.7. Storage of Materials During construction of buildings or improvements on any Lot or Pad, and for a period of sixty (60) days after completion thereof, a Lot or Pad may be used for the storage of materials used in the construction of the building or improvement In no event shall the total storage period exceed one hundred and eighty (180) days unless otherwise approved in writing by the ACC.

Section 8.8 Walls and Fencing Courtyard walls constructed to shield landscaping shall not exceed five feet (5') in height. Fencing and Walls surrounding swimming pools shall comply with applicable laws, ordinances and regulations. All courtyard and other walls shall be constructed of stone, block covered by stucco, or other materials approved in writing by the ACC. All courtyard walls and fencing shall be of a style and material compatible with the dwelling constructed or to be constructed on the Lot or Pad. No construction of any walls shall commence until the plans and specifications therefor have been approved in writing by the ACC. No wall shall be constructed or maintained in such manner as, in the opinion of the ACC, shall create a potential hazard or aesthetically offensive appearance.

Section 8.9. Slope and Drainage Control No structure, planting or material shall he placed or permitted to remain and no activities shall be 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. No change in the elevation of a Lot or Pad shall be made and no change in the condition of the soil or level of the land of a Lot or Pad shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other Lot or Pad. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the Lot or Pad and/or conveyed to appropriate drainage facilities and as not to

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0879
Amended CC & R'S PAGE 19 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

detrimentally drain onto or across any other Lot or Pad. The slope control areas of each Lot and Pad and all improvements in them shall be maintained continuously by the Owner of the Lot or Pad, except for those improvements for which a public authority, utility company or the Association is responsible. The ACC may impose any and all reasonable drainage requirements that it deems in the best interest of the community upon any plans for construction on any Lot or Pad to mitigate flood water runoff.

Section 8.10. Swimming Pools and Spas Swimming pools and spas shall be designed as a visual extension of the dwelling through the use of walls and courtyards. No above ground swimming pools shall be permitted. All swimming pools and spas shall be constructed in strict compliance with all laws, ordinances and regulations governing the same, and shall be appropriately fenced.

Section 8.11. Planting and Gardening on Pads No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Pad except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

Section 8.12. Landscaping of Lots. Landscaping of the front and side yards of Lots must be completed prior to occupancy. A deposit of $ $1,000.00 shall be tendered by the Owner of any Lot or Pad to the ACC at the time of submission of an application for approval of plans for improvement of any Lot or Pad. Said $1,000.00 shall be held, used, forfeited and/or refunded, all in accordance with the terms and conditions contained in the Rules and Regulations of the ACC, a copy of which is attached hereto as Exhibit C and by reference incorporated herein. La Estancia is a xeriscape community. Xeriscape is a landscape concept which emphasizes water conservation through the use of low water demand plant material. By using plans which survive in the arid climate and blend with the surrounding desert foliage, plant material, once established can survive with little or no watering. Guidelines shall be established for landscape plan approval by the ACC. The ACC shall have discretion to allow variance from the landscape guidelines where deemed appropriate by the ACC in its sole discretion. A maximum of twenty-five percent (25%) of the front yard area may be landscaped with grass or turf Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Landscaping on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No fence, wall, hedge, or shrub 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 a triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. 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. The removal of boulders and natural vegetation shall be minimized. Courtyard walls shall be required where non-indigenous vegetation is planted to entirely shield such vegetation from view from any point outside of the Lot. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said Lots. Should excessive growth occur on any Lot, the Owner shall be notified by the ACC, in-writing, of such condition and shall be given thirty (30) days to correct the same, after which time the ACC may order such correction affected, the expense of which shall be charged to the Owner of the Lot or Lots.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0880
Amended CC & R'S PAGE 20 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 8.13. Outside Lighting All new construction and renovation in La Estancia shall be Dark Sky compliant. Dark Sky Compliant is a designation given to outdoor lighting fixtures that meet the International Dark Sky Association's (IDA) requirements for reducing waste of ambient light. Lights that fall into this category have features like being fully shielded, are within maximum wattage limits, etc. The regulation was established in the interest of saving energy, maximizing safely and maintaining the natural ambiance of the night sky. All new or replacement fixtures shall meet this guideline. All lights that are presently installed on Homes that were built prior to the recordation of the document will be grandfathered in for the time being, but if exterior light fixtures are ever replaced, they must meet this new guideline. All light fixture specifications shall be submitted to the ACC prior to plan approval or replacement.

Section 8.14. Re-subdivision or Combining of Lots No Lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more Lots, either by use or plat amendment, approval shall first be obtained from the ACC. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of Lots.

Section 8.15. Damages Any damage inflicted upon existing natural vegetation or existing improvements, such as curbs, gutters, streets, sidewalks and such, by the Owner of any Lot or Pad and/or their agents or builders, must be restored or repaired within ninety (90) days after such damage is discovered. The expense of such restoration or repair shall be the joint and several liability of the Owner, the Owner's agents and the person causing such damage. In the event that the Owner of any Lot or Pad fails to restore or repair damage, as herein described, within ninety (90) days, the Association may cause such damage or repairs to be made, and the cost thereof may be levied as an individual charge or assessment, and shall constitute a lien on such violating Owner's Lot or Pad, and shall be a personal obligation of-the Owner, and may be collected, and the Lot or Pad foreclosed in the same manner as provided for in the collection of delinquent assessments.

Section 8.16. Commercial Activities Prohibited Except with regard to the activities of the Declarant, Pads and 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 Kanab City ordinances. All parking for approved businesses shall occur on the Lot or Pad Owner's driveway.

Section 8.17. Signs No signs of any kind shall be displayed to the public view on any Lot or Pad except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than two (2) square feet on each side may be used for advertising the Lot or Pad for sale or rent or identifying the home during construction. Any sign used for advertising the Lot, Pad or home thereon for sale or rent, or for identifying the home during construction, shall be of the style, size, color and design, and shall strictly conform in all respects with the sign depicted on Exhibit D attached hereto and made a part hereof Except as specifically provided in this Section 8.17, no signs, including but not limited to banners, flags, except the American and Utah State Flag, or streamers of any nature, shall he allowed on any Lot or Pad. The foregoing restrictions shall not apply to

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0881
Amended CC & R'S PAGE 21 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

Section.8.18. Quiet Enjoyment No noxious or offensive activity shall be carved on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

Section 8.19. Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Pad, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. If an Owner within La Estancia desires to have more than two pets (as defined above), they may contact the board and request a variance to match the Kanab City Pet Ordinance. The board may or may not grant said "variance". Notwithstanding the foregoing, no animal or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Lot or Pad Owners surrounding. All pets must be kept on the pet owner's Lot or Pad or on a leash when in the Common Areas, except when such animal is within the fenced dog park within the Property. This provision may be made more restrictive by rules of the Association.

Section 8.20. Use of Common Area Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of said Common Area, other than as permitted in this Declaration or as may be allowed by the Directors. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners of Lots and Pads in the Properties and is necessary for the protection of the interests of all said Owners in and to the Common Area. As part of the overall program of development of the Properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge, during the sales and construction period to aid in its marketing activities.

Section 8.21. Motorcycles and OHVs All motorcycles, trail bikes, three-wheel powered devices, off highway vehicles, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only on established streets, parking areas, and trails designated for such use. Such vehicles are specifically prohibited from operation within any other portions of the Property. Streets are to be used by such vehicles only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Project. This provision may be modified by rule of the Association. There is a speed limit of 20 miles per hour within the community.

Section 8.22. Vehicles Motor vehicles that are inoperable or un-licensed shall not be permitted to remain upon any Lot, or any street or road areas adjacent thereto. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or painted on or in front of any Lot or Pad unless performed within a completely enclosed garage or other permitted structure located on the Lot or Pad which screens the sight and sound of such activity

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0882
Amended CC & R'S PAGE 22 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

from the streets and neighboring Lots and Pads. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. However, such temporary parking shall be limited to a forty-eight (48) hour period. No boats, trailers, buses, motor homes, campers, recreational vehicles or other such vehicles shall be parked or stored upon any Lot or Pad except within an enclosed garage. Any parking of vehicles, boat or other equipment must be in compliance with all ordinances of the City of Kanab. Any motor vehicle found in violation of this Section shall be subject to removal by the Association, at the vehicle Owner's expense. Any expense incurred by the Association in connection with the removal of any vehicle shall be paid to the Association upon demand by the owner of the vehicle. If the vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Lot or Pad and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments. If parking spaces are designated on the Plat with numbers corresponding to Lot or Pad numbers, each such space is for the exclusive use of the Lot or Pad Owner with the corresponding number. If parking areas are not designated on the Plat with Lot or Pad numbers, the Directors may assign vehicle parking space for each Lot or Pad. Parking spaces within the Properties shall be used for parking of motor vehicles actually used by the Owner or the Owner's immediate family or guests for personal use and not for commercial use, and for guest parking.

Section 8.23_ External Apparatus and Equipment. No Lot or Pad Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Control Committee. All electrical service equipment, all sub panels, and all mechanical equipment, including, but not limited to, air conditioning units, pool equipment and solar panels, shall be approved by the ACC prior to installation and shall, based upon the background against which they are most visible, be painted to match the surrounding wall color, or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof or adjacent wail color, and screened or integrated into the design of the structure.

Section 8.24. Exterior Television or Other Antennas No exterior radio or other antennas, except one television antenna or one satellite dish not to exceed two feet (2') in diameter, to the extent not prohibited by law, which shall not exceed four feet in height, shall be placed, allowed or maintained upon any Lot or Pad or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the Architectural Control Committee.

Section 8.25. Garbage Refuse and Disposal All rubbish, trash and garbage shall be regularly removed from the Lots and Pads and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. No unsightly materials or other objects are to be stored on any Lot or Pad in the view of the general public or neighboring Lot or Pad Owners.

Section 8.26. Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. No derrick, lift, shaft or other structure designed for use in boring

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0883
Amended CC & R'S PAGE 23 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

for oil or natural gas shall be erected, maintained or permitted upon the Properties.

Section 8.27. Interior Utilities All utilities, fractures and equipment installed within a Lot or Pad, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot or Pad, shall be maintained and kept in repair by the Owner of-the Lot or Pad An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots, Pads or Owners,

Section 8.28. Leases or Rentals

La Estancia is a private community with common interests and shared common area facilities. Leases and Rentals are approved based on the rules outlined within this section. Long term rental is any time period 30 days and longer. Short term rentals are defined as any time period shorter than 30 days. Owners may rent their home based upon the following conditions:

Long Term Rentals

Long Term Rentals (as defined above) are allowed within the community. An Owner may rent their entire home to a tenant. When an Owner rents their home, they are relinquishing their access to common areas facilities to the Tenant:

a. The Tenant shall have the same rights to use the facilities and community as would any Owner living in La Estancia.
b. The Owner is responsible to notify the Tenant of ALL rules and regulations associated with the community. Any damage or fines levied against any Tenant is a fine levied against the property. The HOA reserves the right to file liens against any property that is rented or leased for damages caused by Tenants for damages.

Short Term Rentals

Short Term Rentals (as defined above) are permitted within the community. To better manage the challenges that come with Short Term Rentals, the following rules apply:

c. Except with regard to the activities of the Declarant, no home, dwelling or structure (collectively "home") shall not have more than 4 tenancies per calendar month. The home may be rented in increments of 5-29 day rentals but only one rental contract may occur per week.
d. Any lease or rental agreement must be in writing and shall include terms that bind and subject the tenant in all respects to the provisions of the governing documents, including all HOA Rules. Any failure by the tenant to comply with governing documents shall subject the tenant to the same fines and penalties as the Owner might face and shall constitute a default by the tenant of the lease or rental agreement. Owners and their tenants are and shall be held jointly and severally responsible for any negligent or malicious use of and any and all damage to common areas and common area facilities caused by the tenant or the tenant's guests and shall pay all costs of repairs and any applicable or resulting fines, penalties and deductibles assessed against either the Owner or tenant or both.
e. Owners shall delegate and assign to their tenants in the lease or rental agreement their own eligibility to use common area facilities to their tenants and, during the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0884
Amended CC & R'S PAGE 24 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

duration of the lease or rental agreement, Owners shall not be allowed to use the common area facilities, except, and at such times, as the Owner may be a guest of the tenant or of any other Owner.

f. Nothing in this section governing tenants is intended to restrict the Owner's ability to allow a guest to use the Owner's home unaccompanied by the Owner, provided the Owner's guest is an adult and understands that the guest's use of the Owner's home is still subject to the HOA's governing documents, including these HOA Rules.
g. Advertising for rentals must specify a minimum rental period of 5 consecutive days.
h. The entire home must be rented. No room rental of any kind is allowed in short term rentals.
i. Simultaneous or multiple rental contracts over or overlapping a time period are not allowed.
j. Short term Tenants may not invite outside guests (friends or relatives not staying in the home) to use the common area facilities
k. Renters vehicles must be parked in the driveway of the home they are renting. No on street parking allowed.
l. Landlord must follow Kanab City rules with regard to rentals including:
    i. Proof that TRT (Transient Room Taxes) are paid.
    ii. Must have a business license
    iii. Must provide the HOA with a General Liability Insurance policy in the amount of $1,000,000 policy naming La Estancia as an additional insured.
    iv. Must provide the HOA with a Home Owners insurance policy for the value of the home being rented. Both copies must be emailed to ben@precisetaxcpas.com or mailed to La Estancia HOA, P.O. Box 122 Kanab Utah 84741. Attention Ben
m. Landlord shall pay an annual management fee of $500 per calendar year to the HOA for the time and effort to oversee the rental process.
n. The Landlord shall provide a 24 hour emergency contact number for the La Estancia Property manager to contact in case of problems that arise.

Section 8.29

a. Violations of any of the HOA Rules, or any provision of the HOA's governing documents shall be enforced in the following manner:

    1. First offense shall cause issuance of a written warning to cease or correct the violation or offensive actions. There shall be no fine for a first offense.
    2. A second offense of the same or continuing violation shall result in a fine of $100.00 for each day that the violation continues.
    3. A third notice of the same or continuing violation shall carry a fine of up to $500.00 for each day that the violation continues, and suspension from the use of any Common Area facilities until the fines are paid and the violations or the offensive actions cease and/or are corrected to the satisfaction of the HOA acting through its Board of Directors.

b. It is the responsibility of each Owner and resident to do their part and report violations to the La Etancia Property Manager. Please report all violations they witness to the HOA property manager.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0885
Amended CC & R'S PAGE 25 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

c. **The HOA is not a law enforcement or emergency response agency and has no such similar authority or capacity. If an Owner or resident witnesses or suspects that a crime is being committed or that someone is in physical peril, notify the proper authorities immediately.**

Section 8.30. Violation Constitutes a Nuisance Any act or omission whereby any restriction, condition or covenant as set forth in this Declaration if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Declarant or affected Property Owners and such remedy shall be deemed to be cumulative and not exclusive.

ARTICLE 9 – EASEMENTS

Section 9.1. Encroachments Each Pad and the Property included in the Common and Limited Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure contained on any Pad is partially or totally destroyed; and then rebuilt, the Owners of the Pads so affected agree that minor encroachments of parts of the adjacent Pads or Common or Limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 9.2. Utilities There is hereby created an easement upon, across, over and under all of the Properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties in such a way as to unreasonably encroach upon or limit the use of the Common Area or Limited Common Area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof. Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Common and Limited Common Areas; and the right in the future to connect to and use roadways and utilities owned or controlled by the Association, or others which serve the Properties. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or owners associations the right to use Common and Limited Common Areas and common facilities, including (without limitation) recreational facilities. Structures of any type are prohibited within any of the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0886
Amended CC & R'S PAGE 26 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

easements referred to in this Section. Plants or other materials may be placed or permitted to remain within such easements as long as the same will not damage utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. Kanab City shall be responsible for maintenance and repair of water and sewer lines, including laterals, within the street right of way and for the replacement of asphalt upon completion of repairs. The Association shall be responsible for maintenance and repair of water and sewer laterals from the back of curb to the Pad and long term maintenance of asphalt, curb and sidewalks. The easement area of each Lot or Pad and all improvements in it shall be maintained continuously by the Owner of the Lot or Pad except for those improvements for which a public authority or utility is responsible.

Sprinkler timers are the property of the HOA if they only service the front yard of a Pad. If they need repair or replacement, it shall be the responsibility of the HOA to pay said costs. If the sprinkler timer services other valves for the limited coming area (backyard, sideyard)and not just the front yard, the cost shall be split between the Pad Owners and the HOA.

Section 9.3 Police. Fire and Ambulance Service An easement is hereby granted to all police, the protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Area in the performance of their duties.

Section 9.4. Maintenance by Association An easement is hereby granted to the Association; its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common and Limited Common Areas and any Lot or Pad to perform the duties of maintenance and repair.

Section 9.5. Trails The Association may grant easements to the public for right of access to trails on the Property.

Section 9.6. Other Basements The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE 10 – EXPANSION

For a period of twenty (20) years from the date of recording of this Declaration in the office of the County Recorder, Kane County, State of Utah, Declarant reserves the right, at its sole election, to expand the Properties to include, as part of this Declaration, additional property located in Kane County, Utah and in the general vicinity of the Property, which is within one mile of any phase of the development, measured in a straight line from the nearest boundary of the development The additional property may be included in one or more expansions.

(a) an additional subdivision plat or plats creating developments on the additional property, stating on each plat the intention to have the property described on said plat bound by the terms, covenants, conditions and restrictions of this Declaration upon the filing of a Declaration of Annexation: and

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0887
Amended CC & R'S PAGE 27 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

(b) Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration. Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings and/or Common and Limited Common areas, architecturally compatible to the existing residential dwellings, similar to the residential dwellings already constructed, constructed out of similar materials, and with similar Lot and Pad size. The Declarant shall have the sole discretion as to development of the Common Area in any expansion area and may include any facilities or amenities thereon that Declarant deems necessary and such Common Areas shall be owned by the Association. The Common Area and Limited Common Area in such expansion area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, concurrently with the recording of the Declaration of Annexation, and the Association shall accept the deed to said areas. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of Association property and facilities. Declarant's Class B ownership status shall extend to all Lots and Pads in the expansion area. Otherwise, Owners in the original and expansion areas shall all have membership status in the Association in accordance with the terms of this Declaration and based upon their Class Al or Class A2 membership. The liability for assessments of each Lot or Pad and Lot or Pad Owner in any expansion area shall be equal to the liability of each Lot or Pad and Lot or Pad Owner as set forth in this Declaration with regard to the original Properties.

ARTICLE 11- GENERAL PROVISIONS

Section 11.1. Enforcement The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Directors may levy a fine or penalty not to exceed $500.00 for each occurrence 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. Such fine may be imposed for each day of a continuing violation. All enforcement costs, attorney fees and other expenses incurred in relation to such violations, and any fines levied, shall constitute a lien on such violating Owner's Lot or Pad, shall be a personal obligation of the Owner, and may be collected and the Lot or Pad foreclosed in the same manner as provided for the collection of delinquent assessments.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0888
Amended CC & R'S PAGE 28 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 11.2. Declarant Immunity. By purchasing property within the subdivision, the purchaser and Owner accepts such Lot or Pad **AS IS** and **WITHOUT WARRANTY WHATSORVER, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** and assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant and Kanab City and their respective agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof; floods, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property. A waiver and release agreement in the form set forth on Exhibit E and incorporated herein by reference shall be executed by all purchasers at the time any Lot or Pad is first sold to any purchaser and shall be recorded as part of the closing of such sale. However, the assumption of liability and waiver and release set forth in this paragraph shall be effective against any and all purchasers or Owners of any Lot or Pad within the subdivision whether or not the waiver and release shown on Exhibit E as signed and recorded.

Section 11.3 Use of Name. No Owner or Member shall use the name "La Estancia" or any derivative or form thereof for any purpose other than identification of such Owner's or Member's address, without the prior written content of the Declarant.

Section 11.4. Interference with Declarant Except with regard to activities which may violate the covenants contained in this Declaration or which may be illegal under applicable law, no Owner or Owner's agents, representatives, guests, successors, assigns, or invitees shall, in any way, directly or indirectly interfere with the activities of the Declarant in the development, marketing, or sale of any of the Property.

Section 11.5. Limitation upon Construction. No home may be built on Lots 1 or 27 through 37, inclusive, until such time as a conditional letter of map revision from FEMA is received by Kanab City.

Section 11.6. Trails. Title to all property designated as trails on this plat are owned by the La Estancia HOA and shall be open to use by the lot owners and the general public for foot and equestrian travel only. La Estancia LLC shall be free to grant a conservation easement upon all or any portion of such areas as deemed desirable by La Estancia, LLC. In the event that such a conservation easement is granted, the easement to Owners and to the general public to use such areas under this Section shall terminate and the rights of Owners and the general public shall be subject to, and determined by reference to, such conservation easement.

Section 11.7. Severability All of the covenants, conditions and restrictions contained in this Declaration shall be construed together, but if any one of said covenants, conditions or restrictions, or any part thereof; shall at any time be held invalid, or for any

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0889
Amended CC & R'S PAGE 29 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

reason become unenforceable, no other covenant, condition or restriction, or any part thereof; shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 11.8. Duration The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot or Pad subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods often (10) years unless an instrument, signed by two-thirds (2/3) of the then Owners of Lots and Pads, has been recorded agreeing to terminate this Declaration.

Section 11.9. Amendment The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors, certifying that not less than two-thirds (2/3) of the Owners in the subdivision, including expansion areas, voted their approval of the Amendment, which vote shall be conducted in accordance with the Bylaws. Any amendment must be properly recorded in the records of Kane County, Utah, to become effective. Notwithstanding the foregoing, the Declarant reserves the right for so long as it shall have Class B membership status, to solely and unilaterally amend the Declaration.

Section 11.10. Declarant's Exemption The Developer is exempt from all constraints in this Declaration applicable to commercial activities, signs and restraints on use of property during actual construction and marketing of Lots and Pads.

Section 11.11. Notices Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 11.12. Gender and Grammar The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals; men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.13. Waivers No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 11.14. Conflict with City Ordinances In the event of a conflict between any standards or procedures established in or under this Declaration and those established by the ordinances of the City of Kanab, the more restrictive standard or procedure shall govern.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0890
Amended CC & R'S PAGE 30 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 11.15. Topical Headings The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 12 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0891
Amended CC & R'S PAGE 31 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 of December, 2017.

Declarant
Southern Utah Land Holdings, LLC

By Jeff Peterson, Manager of LEBJTP Properties, LLC, the Manager of Southern Utah Land Holdings, LLC

STATE OF UTAH)
:ss
COUNTY OF Salt Lake)

On this 27th day of December, 2017, before me personally appeared Jeff Peterson, 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 LEBJTP Properties, LLC, the Manager of Southern Utah Land Holdings, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of the LEBJTP Properties, LLC by authority of its Operating Agreement or a resolution of its Members, and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Notary Public
Residing at: _____

My Commission Expires:

RICHARD M. MATHESON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695551
COMM. EXP. 06-12-2021

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0892
Amended CC & R'S PAGE 32 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

CERTIFICATE

Southern Utah Land Holdings, LLC a Utah limited liability company, as Declarant hereby certifies that it has a 2/3 thirds majority as per sections 3.2 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions thus allowing the amendments to be re-stated and recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 of December, 2017.

Declarant
Southern Utah Land Holdings, LLC

By Jeff Peterson, Manager of LEBJTP Properties, LLC, the Manager of Southern Utah Land Holdings, LLC

STATE OF UTAH)
:ss
COUNTY OF Salt Lake

On this 27th day of December, 2017, before me personally appeared Jeff Peterson, 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 LEBJTP Properties, LLC, the Manager of Southern Utah Land Holdings, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of the LEBJTP Properties, LLC by authority of its Operating Agreement or a resolution of its Members, and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Notary Public
Residing at: Murray UT

My Commission Expires:

RICHARD M. MATHESON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695551
COMM. EXP. 06-12-2021

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0893
Amended CC & R'S PAGE 33 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

EXHIBIT A

PROPERTY DESCRIPTION

All of Lot 1 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-1 –

All of Lot 2 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-2

All of Lot 3 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-3–

All of Lot 4 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-4

All of Lot 5 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-5

All of Lot 6 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-6

All of Lot 7 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-7 –

All of Lot 8 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-8

All of Lot 9 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-9

All of Lot 10 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-10

All of Lot 11 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-11

All of Lot 12 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-12

All of Lot 13 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-13

All of Lot 14 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-14 –

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0894
Amended CC & R'S PAGE 34 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 15 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-15

All of Lot 16 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-16

All of Lot 17 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-17

All of Lot 18 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-18

All of Lot 19 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-19

All of Lot 20 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-20

All of Lot 21 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-21

All of Lot 22 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-22

All of Lot 23 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-23

All of Lot 24 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-24

All of Lot 25 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-25

All of Lot 26 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-26

All of Lot 27 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-27

All of Lot 28 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-28

All of Lot 29 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-29

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0895
Amended CC & R'S PAGE 35 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 30 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-30

All of Lot 31 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-31

All of Lot 32 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-32

All of Lot 33 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-33

All of Lot 34 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-34

All of Lot 35 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-35

All of Lot 36 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-36

All of Lot 37 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-37

All of Lot 38 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-38

All of Lot 39 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-39

All of Lot 40 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-40

All of Lot 41 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-41

All of Lot 42 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-42

All of Lot 23 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-43

All of Lot 44 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-44

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0896
Amended CC & R'S PAGE 36 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 45 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-45

All of Lot 46 La Estancia, Phase 1, a Planned Unit Development
Parcel # K-176-46

All of Lot 47 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-47

All of Lot 48 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-48

All of Lot 49 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-49

All of Lot 50 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-50

All of Lot 51 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-51

All of Lot 52 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-52

All of Lot 53 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-53

All of Lot 54 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-54

All of Lot 55 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-55

All of Lot 56 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-56

All of Lot 57 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-57

All of Lot 58 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-58

All of Lot 59 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-59

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0897
Amended CC & R'S PAGE 37 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 60 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-60

All of Lot 61 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-61

All of Lot 62 La Estancia, Phase 2, t a Planned Unit Development
Parcel # K-191-62

All of Lot 63 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-63

All of Lot 64 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-64

All of Lot 65 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-65

All of Lot 66 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-66

All of Lot 67 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-67

All of Lot 68 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-68

All of Lot 69 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-69

All of Lot 70 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-70

All of Lot 71 La Estancia, Phase 2, a Planned Unit Development as
Parcel # K-191-71

All of Lot 72 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-72

All of Lot 73 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-73

All of Lot 74 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-74

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0898
Amended CC & R'S PAGE 38 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 75 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-75

All of Lot 76 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-76

All of Lot 77 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-77

All of Lot 78 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-78

All of Lot 79 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-79

All of Lot 80 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-80

All of Lot 81 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-81

All of Lot 82 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-82

All of Lot 83 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-83

All of Lot 84 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-84

All of Lot 85 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-85

All of Lot 86 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-86

All of Lot 87 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-87

All of Lot 88 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-88

All of Lot 89 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-89

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0899
Amended CC & R'S PAGE 39 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 90 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-90

All of Lot 91 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-91

All of Lot 92 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-92

All of Lot 93 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-93

All of Lot 94 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-94

All of Lot 95 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-95

All of Lot 96 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-96

All of Lot 97 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-97

All of Lot 98 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-98

All of Lot 99La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-99

All of Lot 100 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-100

All of Lot 101 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-101

All of Lot 102 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-102

All of Lot 103 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-103

All of Lot 104 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-104

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0900
Amended CC & R'S PAGE 40 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 105 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-105

All of Lot 106 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-106

All of Lot 107 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-107

All of Lot 108 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-108

All of Lot 109 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-109

All of Lot 110 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-110

All of Lot 111 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-111

All of Lot 112 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-112

All of Lot 113 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-113

All of Lot 114 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-114

All of Lot 115 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-115

All of Lot 116 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-116

All of Lot 117La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-117

All of Lot 118 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-118

All of Lot 119 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-119

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0901
Amended CC & R'S PAGE 41 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 120 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-120

All of Lot 121 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-121

All of Lot 122 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-122

All of Lot 123 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-123

All of Lot 124 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-124

All of Lot 125 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-125

All of Lot 126 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-126

All of Lot 131 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-131

All of Lot 132 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-132

All of Lot 133 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-133

All of Lot 134 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-134

All of Lot 135 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-135

All of Lot 136 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-136

All of Lot 137 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-137

All of Lot 138 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-138

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0902
Amended CC & R'S PAGE 42 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 139 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-139

All of Lot 140 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-140

All of Lot 141 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-141

All of Lot 142 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-142

All of Lot 143 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-143

All of Lot 144 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-144

All of Lot 145 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-145

All of Lot 146 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-146

All of Lot 147 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-147

All of Lot 148 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-148

All of Lot 149 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-149

All of Lot 150 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-150

All of Lot 151 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-151

All of Lot 152 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-152

All of Lot 153 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-153

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0903
Amended CC & R'S PAGE 43 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

All of Lot 154 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-154

All of Lot 155 La Estancia, Phase 2, a Planned Unit Development
Parcel # K-191-155

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0904
Amended CC & R'S PAGE 44 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

EXHIBIT C

RULES AND REGULATIONS OF LA ESTANCIA ARCHITECTURAL CONTROL COMMIITTEE

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

The guidelines and restrictions contained herein are consistent, with the provisions of the recorded covenants of the La Estancia subdivision. The protective covenants for La Estancia subdivision are on record in the office of the County Recorder, Kane County, Utah, at 76 North Main, Kanab, Utah. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractors expense.

No construction may begin in La Estancia without the issuance of a building permit issued by the City of Kanab. No drawings may be submitted to the City before receiving written approval from the ACC. This stamp of approval will be given upon compliance with all provisions stated in the protective covenants and conditions and these roles and regulations and by execution of the final agreement page of these rules by the owner(s) and/or contractors legally responsible for the proposed constriction.

1. SUBMISSION AND CONTENTS OF PLANS

THREE (3) complete sets of plans shall be submitted to the Committee and shall contain, at a minimum, the items and detail as listed below. Two (2) sets will be stamped and returned, one for the City building inspector and one for construction use.

A. SITE PLAN

1. Scale 1/8" = 1 ' or 1" = 10'. Scale must be noted.
2. Indicate lot number and street name.
3. Indicate adherence to lot boundaries.
4. Indicate grade elevations at front comers of lot and finished floor elevations
5. Location of the HVAC unit shall be noted.

B. FLOOR PLAN

1. Scale 1/4" = 1'. Show over-all dimensions
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non mechanical devices. Location of these items must be in the rear of the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0905
Amended CC & R'S PAGE 45 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

house or out of street view. (Special consideration will be given when rear installation is not feasible. In such a situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

C. ELEVATIONS

1. Scale 1/4" = 1'

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be selected from the Developers Color Palette and approved by the ACC. The committee reserves the right to reject any scheme it deems not consistent with the area.

2. The general design expressed in the front of the house must continue to each side elevation. Standard acceptable designs are designated by the Developer. Innovative designs used on the front of the house using cedar siding, stone, stucco or other materials will be considered on an individual basis. Mirrored or reflective surfaces or any treatments that change ordinary glass into mirrored surfaces are prohibited. Metallic surfaces shall be treated to avoid reflections. Materials used for exterior surfaces shall blend as color, hue, and tone with the characteristics of the surrounding natural terrain to avoid high contrast. Approximating the colors of natural surroundings allows for a wide variety of earth tunes including muted greens and grays in additions to browns and rust reds. The major surfaces of structures must employ these earth tones although colors shall have a Light Reflection Value (LRV) consistent with standards set by the Developer. In no case will colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts (light to dark) be allowed. It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of line, and therefore, would be offensive to the eye

E. ACCEPTABLE ROOFING MATERIALS

1. If a sloped roof is used, roofing materials must be concrete tile of colors selected by the Developer. If a flat roof is used, the roof must be surrounded by a parapet and the membrane used must meet all applicable building codes. In either event the roofing design, materials and color must be approved by the committee.

F. HEIGHT OF HOUSE

1. No house will exceed thirty-five (35) feet in height from street frontage view.

2. No house or other structure exceeding one story may be built except on the outside perimeter lots of the subdivision. All houses proposed to be over one story in height will be examined by the Committee as to the aesthetic value for adjoining houses, lots and/or their views. The Committee has the right to restrict the height of a house if it unduly restricts a neighbors' view.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0906
Amended CC & R'S PAGE 46 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

G. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of each house on the main floor (exclusive of garages, porches, patios, and/or storage) containing:

a. A single ground level home, with or without basement level, shall not have a main floor living area of less than one thousand four hundred and fifty (1,450) square feet. If an Owner desires to build a home with less than 1,450 square feet, it may petition to the ACC for approval. The ACC reserves the right to approve or deny such request.

b. a ground level home with an upper level (commonly considered a "two-story house") with or without a basement level, shall not have a main floor living area of less than one thousand two hundred (1,200) square feet .

2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.

3. All homes are to have as a minimum a TWO-CAR fully enclosed garage attached or detached.

4. Courtyard walls to contain the landscape most be built of compatible material to the home and be no higher than five that four inches (5'4") feet in height. Swimming pools will follow applicable laws, ordinances and regulations for construction including fencing.

5. All required landscaping (as outlined in the Declaration) will be completed prior to occupancy.

6. Campers, boats, pickups and other recreational and commercial vehicles must be kept in an enclosed garage and not displayed at the side or in the rear of the house. .

7. All courtyard walls shall be of stucco, stone or other masonry materials. No chain link or wire fences/walls will be allowed.

H. LANDSCAPING: La Estancia is designed as a xeriscape project and as such:

1. A maximum of twenty-five percent (25%) of the entire lot area may be planted with turf.

2. Shrubs and trees may be planted and watered with a drip or bubbler system.

3. All non-indigenous plants and trees (non-approved) must be planted within a courtyard wall to eliminate visibility and be of a dwarf size.

4. All visible plants not on the approved list must be submitted to the Committee for approval.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0907
Amended CC & R'S PAGE 47 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

5. Prior to issuance of a building permit; the house, outbuildings, driveway and landscape/courtyard plans shall be provided to the Committee for the review and approval process.

6. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision and must be completed within one year of occupancy.

2. CONSTRUCTION REQUIREMENTS

DURING THE COURSE OF CONSTRUCTION, APPLICANT AND CONTRACTOR WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. Construction Trailers. Upon commencement of construction, a construction trailer or portable field office may be located on the building site. The type, size, and color of any portable office must be approved by the Committee. A construction trailer may not remain on a site for a period of time exceeding six months.

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

C. Concrete Trucks. Concrete trucks may be washed out only on the lot inside the construction area. The owner and contractor are responsible for containing all wash out to preclude this water from entering washes and contaminating tree roots. All concrete pours must comply with SWPPP regulations

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

E. Materials Storage. Construction materials shall be stored on the lot, only for such

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0908
Amended CC & R'S PAGE 48 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

time as reasonably needed and in orderly array.

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

G. Construction Access. The approved access drive will be the only construction access to any lot.

H. Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, undeveloped portions of any lot. All construction vehicles shall be parked within the lot.

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

J. Dust and Noise Control. The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

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

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

M. Alcohol, Tobacco and Controlled Substances. The consumption of alcohol, smoking or use of tobacco products, or use of any controlled substance on any construction site or by any member of any construction crew is prohibited.

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

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0909
Amended CC & R'S PAGE 49 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

times.

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

P. Construction Signage. Construction signs shall meet the requirements set forth in the Declaration of Covenants, Conditions and Restrictions and Exhibit D attached thereto, and shall be located within the site as approved by the Committee. Attachment of signs or similar material to trees or rocks is strictly prohibited.

Q. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.

3. REFUNDS OR FORFEITURES OF DEPOSITS

A. A deposit of ONE THOUSAND DOLLARS ($1,000.00) will be included with each submittal for consideration by the Committee.

B. ONE HUNDRED DOLLARS ($100.00) will be used by the Committee to compensate for secretarial and bookkeeping fees and other expenses.

C. The remaining NINE HUNDRED DOLLARS ($900.00) will be returned to the depositor at the completion of construction and front yard landscaping, providing all of the conditions contained herein and in the recorded covenants have been met.

D. If any Committee inspections reveal any violations as noted in Section 2, above, a fine in an amount determined by the Committee and not to exceed FIVE HUNDRED DOLLARS ($500.00) may be charged for each violation issued. A notification and a 24 HOUR LIMIT shall be given to rectify the situation, after which time, the Committee may impose the penalty after hearing and 72 hours advance notice, which sum may be withdrawn from the Applicant's deposit.

E. If (a) exterior features or (b) interior features which affect compliance with

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0910
Amended CC & R'S PAGE 50 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

these standards or the covenants deviate or vary from approved plans, advance approval is required by the Committee. If an unapproved deviation from the Applicant's approved plans occurs a fine as defined above maybe levied against the owner and contractor and the deviation must be remedied within the time set by the Committee.

F. At completion of construction, the contractor or owner will call for a final inspection by the Committee.

G. The $900.00 deposit will be refunded if it is determined that all provisions have been complied with, that the house plans as originally approved have been followed, that the premises have been cleaned up and the front yard has been landscaped as approved by the Committee.

H. If it is determined that any conditions have not been met, the contractor and/or owner will be given THIRTY (30) days to remedy any noncompliance, after which time the deposit will be forfeited and legal action may result.

I. TIME LIMIT on DEPOSIT REFUNDS is one hundred twenty (120) days from the date of completion. The date of completion is when final power is approved and turned on or a certificate of occupancy is issued, whichever occurs first.

J. Issuance of Committee approval of plans obligates the contractor or owner to carry construction to a stage of substantial completion within six (6) months from date construction commenced. Substantial completion means that the exterior of the house is complete as approved by the Committee.

K. After plans are approved, construction must be started within NINETY (90) calendar days, or the deposit will be forfeited.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0911
Amended CC & R'S PAGE 51 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

EXHIBIT B

BYLAWS
OF
THE LA ESTANCIA HOMEOWNERS ASSOCIATION

ARTICLE I
OFFICES

Section 1.01. Principal Office. The principal office for the transaction of the business of The La Estancia Homeowners Association (the "Association") shall be located in Kane County, Utah. The Board of Directors is hereby granted full power and authority to change, from time to time, said principal office from one location to another in said county.

Section 1.02 Other Offices. Branch or subordinate offices may at any time be established by the Directors at any place or places where the Association is qualified to do business.

ARTICLE II
DEFINITIONS

When used in these Bylaws the following terms shall have the meaning indicated:

Section 2.01 Articles or Articles of Incorporation shall mean and refer to the Articles of Incorporation of the La Estancia Homeowners Association.

Section 2.02 Association shall mean and refer to La Estancia Homeowners Association, a Utah Nonprofit Corporation which is created by the filing of the Articles.

Section 2.03 Board shall mean the Board of Directors unless the context of the sentence in which the term is used clearly denotes another body.

Section 2.04 Common Areas or Common Areas and Facilities shall mean and refer to all portions of the Property owned by the Association for the common use and enjoyment of the Owners, and shall include:

2.04.1 Such community facilities as may be provided for in the declaration;

2.04.2 All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use;

2.04.3 In general all apparatus, installments, landscaping, buildings, trails and facilities included within the subdivision and existing for common use; and

2.04.4 All installation, equipment, and lines, if any, now or hereafter located on, over, or under the Common Areas and connected with or related to the furnishing of subdivision utility services such as water, sewage disposal, electricity, and telephone, and which are not owned by or dedicated to a governmental or quasi-governmental authority or public or private utility company and which are not reserved by Declarant.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0912
Amended CC & R'S PAGE 52 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 2.05 Common Expenses shall mean and refer to all sums which are expended on behalf of all the Owners and all sums which are required by the Association to perform or exercise its functions, duties, or rights under the Declaration and these Bylaws, the Management Agreement for operation of the Common Areas, if any, and such rules and regulations as the Association may from time to time make and adopt. By way of illustration but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those elements of the Common Areas that must be maintained and/or replaced on a periodic basis and reserves as may be from time to time established by the Board; (ii) expenses agreed upon by the Association, or the Board, and lawfully assessed against the owners in accordance with the Declaration and these Bylaws; (iii) expenses declared to be Common Expenses by the Declaration, or the Bylaws, and (iv) any valid charge against the Subdivision as a whole.

Section 2.06 Declarant shall mean and refer to Southern Utah Land Holdings, LLC, a Utah limited liability company, or any successors or assigns of said company which either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Properties or the Common Areas as did its predecessor.

Section 2.07 Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, conditions and Restrictions of La Estancia, filed for record in the Office of the County Recorder of Kane County, Utah.

Section 2.08 Director shall mean the Directors of the Association with rights and duties as defined in Articles of Incorporation, the Declaration and herein.

Section 2.09 Lot means a separately numbered and individually described plot of land shown on the Plat designated for private ownership, and which is not surrounded by nor associated with Limited Common Areas, but specifically excludes the any such Common Areas and Limited Common Areas. Lots are designated on the Plat as numbers 38 through 51 and 140 through 155.

Section 2.10 Member shall mean and refer to every person who holds membership in the Association.

Section 2.11 Owner shall mean and refer to the person who is the owner of record in the office of the County Recorder of Kane County, Utah, whether one or more persons or entities, of a fee title in any Lot or Pad, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.12 Pad means a separately numbered and individually described plot of land shown on the Plat designated for private ownership and surrounded by and associated with Limited Common Area, but specifically excludes the Common and Limited Common Areas. Pads are designated on the Plat as numbers 1 through 37, and 52 through 155.

Section 2.13 La Estancia Subdivision shall mean and refer to La Estancia Subdivision, consisting of all Lots, and/or Pads of La Estancia Subdivision, phases 1 and 2, and all Common Areas, as shown on the Plat and governed by the Declaration.

Section 2.14 Property or Properties shall mean and refer to the real property described in the Declaration and all Common Areas.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0913
Amended CC & R'S PAGE 53 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

ARTICLE III
STATUS OF ASSOCIATION

Section 3.01 Status and General Authority of Association. The Association has been incorporated under the laws of the State of Utah as a Non-profit Corporation. The Association, subject to the rights and duties of the Owners as set forth in the Declaration and these Bylaws, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including Common Facilities), and shall keep the same in a good, clear, attractive, safe, and sanitary condition, order, and repair. The Association shall be responsible for the maintenance and repair of the Common Areas including, without limitation, utility lines, roads, common facilities, and all improvements and other items located within or used in connection with the Common Areas. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expenses fund.

ARTICLE IV
MEMBERSHIP

Section 4.01 Qualifications. Pursuant to the Articles of Incorporation and Declaration of Covenants, Conditions, Easements and Restrictions, every person who is an Owner, shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to a Lot and/or Pad in which the Owner has the necessary interest, and shall not be separated from the Lot and/or Pad to which it appertains.

Section 4.02. Privileges of Members. All Members shall be equally privileged to attend all Board of Director's meeting, Committee and Membership meetings and take part in all Membership meetings, and shall be eligible to hold any office within the Association, so long as they comply with these Bylaws, including the payment of assessments to the Association.

Section 4.03. Membership Certificates. There shall be no certificates of membership in the Corporation.

Section 4.04. Voting Rights. The voting rights of Members shall be one vote for each Lot and/or Pad in the Association. In no event shall the owner of a Lot and/or Pad, even though there may be more than one owner of a Lot and/or Pad, be entitled to more than one vote for each Lot and/or Pad. That one vote may be cast by an individual owner or by a Member representing the group of members which shares ownership of a given Lot and/or Pad.

Section 4.05 Lists of Owners. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot or Pad which is owned by him/her/it. In the event of any transfer of a fee or undivided fee interest in a Lot or Pad, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Kane County, Utah. The Association may, for all purposes, act and rely upon the information concerning Owners, which is thus acquired by it, or at its option the Association may act and rely on current ownership information respecting any Lot or Pad which is obtained from the office of the Kane County Recorder or the office of the County Assessor of Kane County, Utah, and the name and address of the owner listed at the County Recorder or County Assessor's office shall be deemed to be the name and address of the owner of a Lot or Pad, unless the Association is otherwise advised in writing by the listed owner.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0914
Amended CC & R'S PAGE 54 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 4.06 Obstruction of Limited Common Areas or Common Areas. There shall be no obstructions of the Limited Common Areas or the Common Areas by the Owners, their guests or invitees without the prior written consent of the Directors. The Board may by Rules and Regulations prohibit or limit the use of the Limited Common Areas and/or Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots, Pads, the limited Common Areas, or the Common Areas. Nothing shall be kept or stored in or upon any part of the Limited Common Areas or Common Areas without the prior written consent of the Directors, except as specifically provided herein. No improvements temporary or permanent in nature shall be altered, constructed or removed from the Limited Common Areas or the Common Areas except upon the prior written consent of the Directors and except as provided herein.

Section 4.07 Compliance with Rules and Regulations. No owner shall violate the rules and regulations regarding use of the Limited Common Areas and/or the Common Areas as adopted from time to time by the Association. Owners are also responsible for the acts and violations of their guests and invitees.

ARTICLE V
MEMBER ASSESSMENTS

Section 5.01. Agreement to Pay Assessments. Each Owner of a Lot or Pad, who has purchased a Lot or Pad by deed or who has entered into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purpose provided in the Declaration and these Bylaws, and special assessments for capital improvements and other matters as provided in the Declaration and these Bylaws. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 5.02 Apportionment of Annual and Special Assessments. Expenses attributable to the Common Areas and to the Subdivision as a whole shall be apportioned among and assessed in equal shares based on Lot or Pad ownership against all Owners as of January 1 of each year. Owners, who acquire a Lot or Pad from the Declarant during the year, shall pay a pro rated share of the assessments made against other Owners corresponding to the portion of the year such new Owner was an Owner.

Section 5.03 Notice of Annual Assessments and Time for Payment Thereof. Annual assessment shall be made on a calendar year basis, provided the first fiscal year shall commence on the date these Bylaws are formally adopted by the Association and end the following December 31. In the event an installment payment is not made or is late, the entire unpaid balance of the annual assessment will be automatically accelerated and will be due and payable immediately.

Each assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable until paid. The Board of Directors shall have the power and authority to change this interest rate annually in accordance with the prevailing rates, though it shall not be obligated to do so. Moreover, the Association may impose a late payment service charge equal to or greater than twenty-five dollars ($25.00) for each delinquent monthly assessment.

Each time legal title to a Lot or Pad passes from one person to another, within thirty (30) days after the effective date of such title transaction, the new Owner shall pay to the Association, in addition to any other required amounts, the sum of one-thousand and no/100 dollars ($1,000.00) or such other reasonable sum as the Association deems proper. The provisions for payment of assessments shall apply to the collection of such sum.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0915
Amended CC & R'S PAGE 55 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Section 5.04 Inadequate Funds. In the event that the Common Expense fund proves inadequate at any time for whatever reason, including non-payment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth below, except that the vote therein specified shall be unnecessary.

Section 5.05 Special and/or Reserve Analysis Assessments. In addition to the Annual Assessments authorized by this Article, the Association may, at any time and from time to time, upon affirmative vote of a majority of the Board, levy Special Assessments, and/or obtain a Reserve Analysis that may lead to a special Assessment to augment the Reserve Account, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration or these Bylaws (including, without limitation, Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed equally to Owners. Notice in writing of the amount of such special assessments shall be given, which notice shall set forth the time for payment which shall be not less than thirty (30) days after such date.

ARTICLE VI
MEETINGS OF MEMBERS

Section 6.01 Place of Meetings. All meetings of members shall be held either at the principal office of the Association or at any other place within Kane County, State of Utah which may be designated by the Board of Directors pursuant to authority hereinafter granted to said Directors.

Section 6.02 Annual Meetings. The annual meetings of Members shall be held on the 3rd Thursday of January each year at 6:00 o'clock p.m., except as otherwise may be annually determined by the Board of Directors, provided, however, that should said day fall upon a legal holiday, then any such annual meeting of Members shall be held at the same time and place on the next business day thereafter ensuing which is not a legal holiday. At such meetings the Board of Directors shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the powers of the Members.

Written notice of each annual meeting shall be given to each Member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to each such Member at the Owner's address appearing on the books of the Association or given by the Owner to the Association for the purpose of notice. If a Member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the place where the principal office of the Association is situated, or if published at least once in some newspaper of general circulation in the county in which said principal office and the Subdivision is located. All such notices shall be sent to each Member entitled thereto not less than ten (10) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute.

Section 6.03 Special Meetings. Special meetings of the Members, for any purpose or purposes whatsoever may be called at any time by the President, the Board of Directors, or, by one or more members holding thirty percent (30%) of the voting power of the Association. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of Members. Notices of any special meeting shall specify, in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0916
Amended CC & R'S PAGE 56 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
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Section 6.04 Adjourned Meetings and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members represented at the meeting in person by proxy, but in the absence of a quorum no other business may be transacted at such meeting.

Section 6.05 Voting. The majority vote of Owners entitled to vote, in person or by proxy, on any Association matter presented for a vote at any meeting called for that purpose, shall be the act of the Association, unless a greater number of votes is otherwise required by the laws of the State of Utah, or the Articles of Incorporation or Declaration of this Association and provided a quorum is present at the meeting.

Section 6.06 Quorum. The presence in person, or by proxy, of a majority of the Owners entitled to vote at a meeting of Members shall constitute a quorum. The vote of at least a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners. If a Quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a Quorum shall be one-half (1/2) of the Quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 6.07 Consent of Absentees. The transactions of any meeting of Members, however called or noticed, or wherever held, either annual or special, shall be as valid as a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 6.08 Action Without Meeting. Any action which under any provision of the Utah Non-profit Corporation and Cooperative Association Act may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing (or writings) filed with the Secretary of the Association signed by a majority of the Owners who would be entitled to vote upon such action at a meeting.

Section 6.09 Proxies. Members may vote in person by proxy; provided, however, that no proxy shall be valid unless signed by the Owner or his, her or its duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. A proxy is valid for eleven (11) months from its date of execution, unless a different time period is expressly provided in the proxy.

ARTICLE VII
BOARD OF DIRECTORS

Section 7.01 Powers. Subject to limitations of the Articles of Incorporation, the Declaration, and the Utah Condominium Act and the Utah Revised Non-profit Corporation Act as to actions which shall be authorized or approved by the Members, all corporate powers shall be exercised by or under the authority of, and the affairs of the Association. All Platted Common Areas shall be managed by a governing body, which shall be called the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Directors Members shall have the following powers, to wit:

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0917
Amended CC & R'S PAGE 57 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

7.01.1 To select and remove all the other officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, or with the Articles of Incorporation, the Declaration, or the Bylaws, fix their compensation, if any, and require from them security for faithful service;

7.01.2 To conduct, manage and control the affairs of the Association, and to make such rules, regulations and resolutions (all of which aforementioned may be made by the sitting Board of Directors and posted on the La Estancia Community Website www.laestanciakanb.org) therefore not inconsistent with law, or with the Articles of Incorporation, the Declaration or the Bylaws, as they may deem proper; and further to establish fines and penalties for the violation of any such rules and regulations;

7.01.3 To change, from time to time, the principal office for the transaction of the business of the Association from one location to another within the same county as provided in Section 1.01; to fix and locate, from time to time, one or more subsidiary offices of the Association within the State of Utah as provided in Section 1.02 hereof; and; to designate any place within Kane County, State of Utah for the holding of any Members meeting or meetings;

7.01.4 To admit new Members or terminate the membership of existing Members;

7.01.5 To appoint a Architectural Control Committee and other Committees; to delegate to the Committees any of the powers and authority of the Board in the management of the affairs of the Association, except the power to adopt, amend or repeal Bylaws; and to delegate to the Architectural Control Committee the power and authority granted to such Architectural Control Committee in the Declaration and Bylaws;

7.01.6 Without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under; across, and through the Common Areas and Facilities;

7.01.7 To execute and record, on behalf of all the Owners, any amendment to the Declaration or plat map which has been approved by the vote or consent necessary to authorize such amendment.

7.01.8 To sue and be sued;

7.01.9 To enter into contracts which in any way concern the Common Areas, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;

7.01.10 To convey or transfer any interest in real property authorized by the Owners having an interest therein;

7.01.11 To purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

7.01.12 To license persons not otherwise entitled to use any of the recreation Common Areas and Facilities to use the same from time to time as the Directors deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof;

7.01.13 To borrow money, provided that no indebtedness for borrowed funds shall exceed at

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0918
Amended CC & R'S PAGE 58 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

any given time the sum of ten thousand dollars ($10,000.00) without the prior vote or approval of the Association at a meeting duly called and convened at which a quorum is present;

7.01.14 To promulgate such reasonable rules and regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Subdivision is maintained and used in a manner consistent with the interests of the Owner;

7.01.15 To perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent of the Association; and

7.01.16 To hire, if the Board deems it necessary, a professional manager or management company to perform those duties and obligations of the Board of Directors that is properly delegable under the Declaration, these Bylaws and under Utah law.

Any instrument executed by the Board of Directors that recites facts which, if true, would establish the Directors' power and authority to accomplish thereby, shall conclusively establish said power and authority in favor of any person who in good faith, and for value, relies upon said instrument.

Section 7.02 Number and Qualification of Board of Directors Members The authorized number of Members of the Board of Directors of the Association shall be five (5) until changed by a Resolution amending this Section.

Section 7.03 Election and Term of Office. The Board of Directors Members shall be elected at each annual meeting of Members, but if any such annual meeting is not held, or the Board of Directors Members are not elected there, the Board of Directors may be elected at any special meeting of Members held for that purpose. All Board of Directors Members shall hold office until their respective successors are elected.

Section 7.04 Vacancies. Vacancies in the Board of Directors may be filled by a majority of the remaining Board of Directors Members, though less than a quorum, or by a sole remaining Board of Directors Member, and each Board of Directors Member so elected shall hold office until his successor is elected at an annual or special meeting of the Members.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Board of Directors Member, or if the authorized number of Board of Directors Members be increased, or if the Members fail at any annual or special meeting of Members at which any Board of Directors Member or Board of Directors Members are elected, to elect the full authorized number of Board of Directors Members to be voted for at that meeting.

A Trustee may be removed from the Board, either with or without cause, by a majority of Owners entitled to vote, at any regular or special meeting of the Board.

No reduction of the authorized number of Board of Directors Members shall have the effect of removing any Board of Directors Member prior to the expiration of Board Member's term of office.

Section 7.05 Place of Meeting. Meetings of the Board of Directors shall be held at any place within the State of Utah which has been designated from time to time by resolution of the Board of Directors or by written consent of all Members of the Board of Directors. In the absence of such designation, meetings shall be held at the principal office of the Association.

Section 7.06 Organization Meetings. Immediately following each annual meeting of Members, the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0919
Amended CC & R'S PAGE 59 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 7.07 Other Regular Meetings. Other regular meetings of the Board of Directors are hereby dispensed with and all business conducted by the Board of Directors shall be conducted at special meetings.

Section 7.08 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President or, if he is absent or unable or refuses to act, by any two (2) Board of Directors Members.

Written notice of the time and place of special meetings shall be delivered personally to each Board of Directors Member, or sent to each Board of Directors Member by mail or by other form of written documentation, charges prepaid, addressed to said Board Member at his address as it is shown upon the records of the Association, or if it is not so shown on such records or is not readily ascertainable at the place in which the meetings of Board of Directors Members are regularly held. In case such notice is mailed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered personally as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing or delivering as above provided shall be considered due, legal and personal notice to such Board of Directors Member.

Section 7.9 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Board of Directors Members not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records or made a part of the minutes of the meeting.

Section 7.10 Quorum. A majority of the authorized number of Board of Directors Members shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Board of Directors Members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation.

Section 7.11 Adjournment. A quorum of the Board of Directors may adjourn any Board of Directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Board of Directors Members present at any Board of Directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

Section 7.12 Fees and Compensation. Board of Directors Members shall not receive any stated salary for their services as Board of Directors Members, but, by resolution of the board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Board of Directors Member from serving the Association in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation thereof.

Section 7.13 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors under any provision of the Utah Non-profit Association and Cooperative Association Act, the Declaration and under these Bylaws may be taken without a meeting if all of the Board of Directors Members of the Association shall individually or collectively consent in writing to such action. Such

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0920
Amended CC & R'S PAGE 60 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VIII
OFFICERS

Section 8.01 Offices. The officers of the Association shall be a President, a Secretary, and a Treasurer. The Association may also have, at the discretion of the Board of Directors, such other officers as may be appointed in accordance with the provisions of section 8.03. One person may hold two or more offices, except those of President and Secretary.

Section 8.02 Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 8.03 or section 8.05, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall die, resign or be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 8.03 Subordinate Officers. The Board of Directors may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 8.04 Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Board of Directors at any regular or special meeting of the Board, or, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 8.06 President. The President shall be the Chief Executive Officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. The President shall preside at all meetings of the Members and at all meetings of the Board of Directors. He shall be ex officio a member of all the standing Committees, and shall have the general powers and duties of Management usually vested in the office of the President of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8.07 Secretary. The Secretary shall, keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of the Board of Directors and Members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board of Directors Members' meetings, the number of Members present or represented at Members' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office a register, showing the names of the Members and their addresses,

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0921
Amended CC & R'S PAGE 61 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

the Board of Directors required by the Bylaws or by law to be given (provided, however, that in the event of the absence or disability of the Secretary, such notice may be given by any other officer of the Association), and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8.08 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, and shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors or, in the absence of such designation, as may be selected by the Treasurer. The Treasurer shall receive and keep account of all fees, monies and dues belonging to the Association, shall disburse the funds of the Association as may be ordered by the Board of Directors or the President, shall make, sign and endorse in the name of the Association all checks, drafts, notes, and other orders for the payment of money and payout and dispose of such under the direction of the Board of Directors and the President, shall render to the President and Board of Directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE IX
MISCELLANEOUS

Section 9.01 Inspection of Corporate Records. The books of account, the Membership register and minutes of proceedings of the Members and the Board of Directors shall be open to inspection upon the written demand of any Member at any reasonable time, and for a purpose reasonably related to his interests as a Member. Such inspection may be made in person or by agent or attorney, and shall include the right to make extracts. Demand of inspection shall be made in writing upon the President or Secretary.

Section 9.02 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by the Treasurer and/or by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 9.03 Execution of Contracts. The Board of Directors, except as otherwise provided in the Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of, and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit to render it liable for any purpose or to any amount.

Section 9.04 Inspection of Bylaws. The Association shall keep in its principal office for the transaction of business the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

ARTICLE X
AMENDMENTS

Section 10.01 Power of Members. New Bylaws may be adopted, or these Bylaws may be amended or repealed and replaced by the vote of the Members entitled to exercise a majority of the voting power of the Members or by the written assent of such Members, except as otherwise provided by law or by the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0922
Amended CC & R'S PAGE 62 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Articles of Incorporation.

Section 10.02 Power of Board of Directors Members. Except an amendment to change the number of Board of Directors Members, which amendment will require the vote the Members as provided in Section 10.01, The Board of Directors may also adopt, amend or repeal and replace Bylaws by a majority vote of the Board of Directors.

ARTICLE XI
DISSOLUTION

Section 11.01 Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of The La Estancia Homeowners Association, a Utah Nonprofit Corporation; and

2. That the foregoing Bylaws, consisting of fourteen (14) pages, constitute the Bylaws of said corporation as duly adopted at the Meeting of the Board of Directors thereof, duly held on the 27th _____ day of DECEMBER 2012.

David W Bel
PRESIDENT AND SECRETARY
LA ESTANCIA HOMEOWNERS ASSOCIATION

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0923
Amended CC & R'S PAGE 63 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

Notary Attachment to that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF LA ESTANCIA executed by LA ESTANCIA HOMEOWNERS ASSOCIATION, DAVID W. BAIRD, PRESIDENT AND SECRETARY

NOTARY

STATE OF UTAH)
) ss
County of Kane)

On the 31st day of December, 2012 A. D. , personally appeared before me, David W. Baird , who being by me duly sworn, did say, for himself, that the said David W. Baird, is the President and Secretary of The La Estancia Homeowners Association, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said duly acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires: 10/23/2016

Notary Public residing at: Kanab, UT

MARJORIE HEYBORNE
Notary Public
State of Utah
My Commissiones Expires October 23, 2016
Commission No. 660307

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0924
Amended CC & R'S PAGE 64 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

EXHIBIT C

RULES AND REGULATIONS OF LA ESTANCIA ARCHITECTURAL CONTROL COMMIITTEE

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

The guidelines and restrictions contained herein are consistent, with the provisions of the recorded covenants of the La Estancia subdivision. The protective covenants for La Estancia subdivision are on record in the office of the County Recorder, Kane County, Utah, at 76 North Main, Kanab, Utah. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractors expense.

No construction may begin in La Estancia without the issuance of a building permit issued by the City of Kanab. No drawings may be submitted to the City before receiving written approval from the ACC. This stamp of approval will be given upon compliance with all provisions stated in the protective covenants and conditions and these roles and regulations and by execution of the final agreement page of these rules by the owner(s) and/or contractors legally responsible for the proposed constriction.

1. SUBMISSION AND CONTENTS OF PLANS

THREE (3) complete sets of plans shall be submitted to the Committee and shall contain, at a minimum, the items and detail as listed below. Two (2) sets will be stamped and returned, one for the City building inspector and one for construction use.

A. SITE PLAN

1. Scale 1/8" = 1 ' or 1" = 10'. Scale must be noted.
2. Indicate lot number and street name.
3. Indicate adherence to lot boundaries.
4. Indicate grade elevations at front comers of lot and finished floor elevations
5. Location of the HVAC unit shall be noted.

B. FLOOR PLAN

1. Scale 1/4" = 1'. Show over-all dimensions
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non mechanical devices. Location of these items must be in the rear of the

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0925
Amended CC & R'S PAGE 65 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

house or out of street view. (Special consideration will be given when rear installation is not feasible. In such a situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

C. ELEVATIONS

1. Scale 1/4" = 1'

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be selected from the Developers Color Palette and approved by the ACC. The committee reserves the right to reject any scheme it deems not consistent with the area.

2. The general design expressed in the front of the house must continue to each side elevation. Standard acceptable designs are designated by the Developer. Innovative designs used on the front of the house using cedar siding, stone, stucco or other materials will be considered on an individual basis. Mirrored or reflective surfaces or any treatments that change ordinary glass into mirrored surfaces are prohibited. Metallic surfaces shall be treated to avoid reflections. Materials used for exterior surfaces shall blend as color, hue, and tone with the characteristics of the surrounding natural terrain to avoid high contrast. Approximating the colors of natural surroundings allows for a wide variety of earth tunes including muted greens and grays in additions to browns and rust reds. The major surfaces of structures must employ these earth tones although colors shall have a Light Reflection Value (LRV) consistent with standards set by the Developer. In no case will colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts (light to dark) be allowed. It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of line, and therefore, would be offensive to the eye

E. ACCEPTABLE ROOFING MATERIALS

1. If a sloped roof is used, roofing materials must be concrete tile of colors selected by the Developer. If a flat roof is used, the roof must be surrounded by a parapet and the membrane used must meet all applicable building codes. In either event the roofing design, materials and color must be approved by the committee.

F. HEIGHT OF HOUSE

1. No house will exceed thirty-five (35) feet in height from street frontage view.

2. No house or other structure exceeding one story may be built except on the outside perimeter lots of the subdivision. All houses proposed to be over one story in height will be examined by the Committee as to the aesthetic value for adjoining houses, lots and/or their views. The Committee has the right to restrict the height of a house if it unduly restricts a neighbors' view.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0926
Amended CC & R'S PAGE 66 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

G. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of each house on the main floor (exclusive of garages, porches, patios, and/or storage) containing:

a. A single ground level home, with or without basement level, shall not have a main floor living area of less than one thousand four hundred and fifty (1,450) square feet.

b. a ground level home with an upper level (commonly considered a "two-story house") with or without a basement level, shall not have a main floor living area of less than one thousand two hundred (1,200) square feet .

2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.

3. All homes are to have as a minimum a TWO-CAR fully enclosed garage attached or detached.

4. Courtyard walls to contain the landscape most be built of compatible material to the home and be no higher than five that four inches (5'4") feet in height. Swimming pools will follow applicable laws, ordinances and regulations for construction including fencing.

5. All required landscaping (as outlined in the Declaration) will be completed prior to occupancy.

6. Campers, boats, pickups and other recreational and commercial vehicles must be kept in an enclosed garage and not displayed at the side or in the rear of the house. .

7. All courtyard walls shall be of stucco, stone or other masonry materials. No chain link or wire fences/walls will be allowed.

H. LANDSCAPING: La Estancia is designed as a xeriscape project and as such:

1. A maximum of twenty-five percent (25%) of the entire lot area may be planted with turf.

2. Shrubs and trees may be planted and watered with a drip or bubbler system.

3. All non-indigenous plants and trees (non-approved) must be planted within a courtyard wall to eliminate visibility and be of a dwarf size.

4. All visible plants not on the approved list must be submitted to the Committee for approval.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0927
Amended CC & R'S PAGE 67 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

5. Prior to issuance of a building permit; the house, outbuildings, driveway and landscape/courtyard plans shall be provided to the Committee for the review and approval process.

6. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision and must be completed within one year of occupancy.

2. CONSTRUCTION REQUIREMENTS

DURING THE COURSE OF CONSTRUCTION, APPLICANT AND CONTRACTOR WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. Construction Trailers. Upon commencement of construction, a construction trailer or portable field office may be located on the building site. The type, size, and color of any portable office must be approved by the Committee. A construction trailer may not remain on a site for a period of time exceeding six months.

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

C. Concrete Trucks. Concrete trucks may be washed out only on the lot inside the construction area. The owner and contractor are responsible for containing all wash out to preclude this water from entering washes and contaminating tree roots. All concrete pours must comply with SWPPP regulations

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

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

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0928
Amended CC & R'S PAGE 68 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

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

G. Construction Access. The approved access drive will be the only construction access to any lot.

H. Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, undeveloped portions of any lot. All construction vehicles shall be parked within the lot.

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

J. Dust and Noise Control. The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

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

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

M. Alcohol, Tobacco and Controlled Substances. The consumption of alcohol, smoking or use of tobacco products, or use of any controlled substance on any construction site or by any member of any construction crew is prohibited.

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

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0929
Amended CC & R'S PAGE 69 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

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

P. Construction Signage. Construction signs shall meet the requirements set forth in the Declaration of Covenants, Conditions and Restrictions and Exhibit D attached thereto, and shall be located within the site as approved by the Committee. Attachment of signs or similar material to trees or rocks is strictly prohibited.

Q. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.

3. REFUNDS OR FORFEITURES OF DEPOSITS

A. A deposit of ONE THOUSAND DOLLARS ($1,000.00) will be included with each submittal for consideration by the Committee.

B. ONE HUNDRED DOLLARS ($100.00) will be used by the Committee to compensate for secretarial and bookkeeping fees and other expenses.

C. The remaining NINE HUNDRED DOLLARS ($900.00) will be returned to the depositor at the completion of construction and front yard landscaping, providing all of the conditions contained herein and in the recorded covenants have been met.

D. If any Committee inspections reveal any violations as noted in Section 2, above, a fine in an amount determined by the Committee and not to exceed FIVE HUNDRED DOLLARS ($500.00) may be charged for each violation issued. A notification and a 24 HOUR LIMIT shall be given to rectify the situation, after which time, the Committee may impose the penalty after hearing and 72 hours advance notice, which sum may be withdrawn from the Applicant's deposit.

E. If (a) exterior features or (b) interior features which affect compliance with these standards or the covenants deviate or vary from approved plans, advance approval is

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0930
Amended CC & R'S PAGE 70 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

required by the Committee. If an unapproved deviation from the Applicant's approved plans occurs a fine as defined above maybe levied against the owner and contractor and the deviation must be remedied within the time set by the Committee.

F. At completion of construction, the contractor or owner will call for a final inspection by the Committee.

G. The $900.00 deposit will be refunded if it is determined that all provisions have been complied with, that the house plans as originally approved have been followed, that the premises have been cleaned up and the front yard has been landscaped as approved by the Committee.

H. If it is determined that any conditions have not been met, the contractor and/or owner will be given THIRTY (30) days to remedy any noncompliance, after which time the deposit will be forfeited and legal action may result.

I. TIME LIMIT on DEPOSIT REFUNDS is one hundred twenty (120) days from the date of completion. The date of completion is when final power is approved and turned on or a certificate of occupancy is issued, whichever occurs first.

J. Issuance of Committee approval of plans obligates the contractor or owner to carry construction to a stage of substantial completion within six (6) months from date construction commenced. Substantial completion means that the exterior of the house is complete as approved by the Committee.

K. After plans are approved, construction must be started within NINETY (90) calendar days, or the deposit will be forfeited.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0931
Amended CC & R'S PAGE 71 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS

EXHIBIT D

LA ESTANCIA

Real Estate Sign Standards

All signs within La Estancia must comply with the following guidelines:

-Background shall be a .032" steel panel 12" by 24" sign painted dark blue (pantone 300c).

-Copy color shall be white

-All signs shall comply with these standards (i.e. Open House, for Rent, etc.)

-If a flyer box is used, it must be a clear faced flyer box attached directly to the sign frame.

-No additional signs, riders, banners, or permanent signs will be allowed within La Estancia, other than one Kanab City building inspection sign of identical design as set forth above, no more than 24" by 36" in size.

-Signs shall be installed approximately 10" from back of the sidewalk.

-Signs meeting the above requirement are available from Star Sign & Banner (435) 628-780-6

-Any sign not meeting this standard will be removed from the property, without notice, and destroyed.

ENTRY NO. 00177434
12/28/2017 12:24:31 PM B: 0488 P: 0932
Amended CC & R'S PAGE 72 / 72
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE $ 303.00 BY SOUTHERN UTAH LAND HOLDINGS