

**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
EASTGATE UNIT 11  
A Planned Unit Development  
Amended September 24, 2025**

This Declaration is amended and executed on the 24th Day of September, 2025, by the **Eastgate Unit II Homeowners Association, Inc.**, a Utah corporation (hereinafter referred to as "Declarant").

**RECITALS**

- A. Declarant is the record owner of the parcel of real property (the "Property") described in the Addendum of this Declaration.
- B. Declarant desires to provide for the preservation and enhancement of the property values and amenities of the Property and for the maintenance of the Common Areas. To this end, and for the benefit of the Property and the Owners thereof, the Declarant desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.
- C. Declarant possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant declares that the Property and each Owner is and shall be subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, as recorded concurrently with the plat.

**1 DEFINITIONS**

When used in this Declaration (including in the "RECITALS"), the following terms shall have the meanings indicated:

- 1. **Declaration:** This document, which may be modified, amended, supplemented, or expanded in accordance with the provisions hereof (particularly Article IX).
- 2. **Plat:** The plat of EASTGATE UNIT 11, a Planned Unit Development, consisting of one page, executed and acknowledged by Declarant, prepared and certified by Douglas B. Grimshaw, a registered Utah Land Surveyor, and recorded in the office of the County Recorder of Iron County, Utah, on the 30th day of January, 1996, in Book 554 at page 486 as Entry No. 360024, as may be amended or supplemented.
- 3. **Property:** All property covered by this Declaration, except as stated in the Addendum.
- 4. **Lot:** Any separately numbered and individually described plot of land.

5. **Common Areas:** That portion of the Property not included within the Lots, including all improvements (other than utility lines) now or hereafter constructed or located thereon.
6. **Living Unit:** A structure designed and intended for residential use on a Lot.

## 2 MEMBERSHIP AND VOTING RIGHTS

1. **Membership:** Every Owner shall be a Member of the Association. Membership is mandatory and appurtenant to the Lot, and cannot be separated from it.
2. **Voting Rights:** Members are entitled to one vote per Lot. For Lots with multiple owners, the vote shall be exercised as agreed upon by the owners; if no agreement is reached, the vote counts only toward determining a quorum.

## 3 PROPERTY RIGHTS IN COMMON AREAS

1. **Easement:** Each Member has a right and easement to and from their Lot to the Common Areas. This right may be extended to tenants, lessees, or contract purchasers residing on the Member's Lot.
2. **Limitations on Easement:**
  - a) The Association may suspend a Member's right to use the Common Areas if assessments on their Lot remain unpaid.
  - b) The Association may impose reasonable limitations on the number of guests per Member using the Common Areas.
  - c) Governmental bodies have rights of access, ingress, and egress for providing services (e.g., police, fire protection).
  - d) The Association may dedicate or transfer Common Areas to public agencies with approval by a 2/3 vote of the Members.

## 4 ASSESSMENTS

1. **Personal Obligation:** Each Owner agrees to pay monthly and special assessments, including interest and collection costs.
2. **Purpose of Assessments:** Assessments are used exclusively for promoting the maintenance, health, safety, and welfare of residents, including taxes, insurance, maintenance, repairs, improvements, and reserves for Common Areas.
3. **Base for Assessment:** Each Living Unit is assessed at an equal rate.
4. **Special Assessments:** May be levied for expenses not covered by monthly assessments or for capital improvements, requiring approval by more than 50% of votes cast at a meeting with 1030 days notice.
5. **Monthly Assessment Dates:** Due on the 15th of each month; late if not received by the last day of the month. Owners receive at least 15 days notice of any change in assessment amounts.

## 6. Effect of Non-Payment:

- Delinquent assessments incur interest, collection costs, and a lien on the Lot.
- The Association may record a lien if an assessment is more than 30 days past due.
- The Owner at the time the assessment is due remains personally liable; successors are not liable unless they assume the obligation.
- A 10% penalty applies to each delinquent amount.
- The Association may sue the Owner or foreclose the lien, including attorney fees and costs.

## 5 OPERATION AND MAINTENANCE

1. **Maintenance of Lots and Living Units:** Each Owner must maintain their Lot and Living Unit to avoid detracting from the Property's appearance or value.
2. **Operation and Maintenance by Association:** The Association maintains the Common Areas and the Front Yard Area of each Lot (grass, landscaping, shrubs, watering, sprinklers).
3. **Neglect of Operation and Maintenance:**
  - If repairs to the Front Yard Area are needed due to an Owner's negligence, the cost is added to their assessment.
  - If an Owner fails to maintain their Lot or Living Unit exterior (including backyard fencing), the Association may perform the maintenance and charge the Owner.
4. **Water and Garbage Removal:** The Association pays for water and garbage removal for each Lot; Owners pay for separately metered utilities.
5. **Insurance:**
  - a) **Fire and Casualty Insurance:** Covers the full replacement value of Common Area improvements, named to the Association for the benefit of Lot Owners and Mortgagees.
  - b) **Liability Insurance:** Covers the Association, Owners, and agents for incidents in Common Areas, with at least \$1,000,000 per occurrence, including water damage, non-owned vehicles, and other standard risks.

## 6 USE RESTRICTIONS

1. **Use of Common Areas:** Common Areas must be used consistently with their community nature; no fees or income-generating arrangements are allowed.
2. **Use of Lots and Living Units:** Lots and Living Units must comply with laws, avoid creating nuisances, and not increase insurance costs for Common Areas.

3. **Parking Lot:** Parking stalls are not appurtenant to any unit, but the Association may assign one stall per unit via rule or regulation.

4. **Fences:**

- Front and side yards: Maximum 40 height, constructed of wood, vinyl, wrought iron, or masonry.
- Rear yards: Maximum 60 height, same materials.
- Any fence must comply with Association rules and be approved if required.

## 7 CONDEMNATION

If Common Areas are condemned, compensation is paid to the Association for restoring or replacing improvements. Any excess proceeds are disbursed as determined by the Association. If a Lot is eliminated, the Owner receives their share of proceeds after debris removal costs.

## 8 MISCELLANEOUS

1. **Notices:** Delivered or mailed to the Owners latest address in Association records or to a board member for the Association.
2. **Rules and Regulations:** The Association may promulgate rules to carry out its functions and ensure proper use of the Property.
3. **Amendment:** Requires a 2/3 vote of Members at a meeting with 1030 days notice.
4. **Consent in Lieu of Vote:** Written consents may replace meeting votes if obtained from the required percentage of Members within 90 days. For multi-owner Lots, all owners must consent.
5. **Reserve Fund:** The Association must maintain a reserve for major repairs and exterior maintenance, funded by assessments.
6. **Lease Provisions:**
  - Leases must be in writing, comply with the Declaration, Articles, and Bylaws, and treat violations as lease defaults.
  - Minimum lease term: 30 days.
  - Violations may result in fines or enforcement.
7. **Interpretation:** Captions are for convenience; singular/plural and gender terms are interchangeable; invalid provisions do not affect the remainder.

## ADDENDUM: PROPERTY DESCRIPTION

All Lots 1 through 8, Block 20, Plat B, Cedar City Town Survey, containing 1.200 acres. Additional parcels include the East 66.03 feet of the North  $\frac{1}{4}$  of Lot 4, the South  $\frac{1}{4}$ , and the West 78.05 feet of the North  $\frac{1}{4}$  of Lots 5, 6, 7, and 8, Block 20, Plat B, Cedar City Town Survey.

This Deceleration and any amendment thereof shall take effect upon it being filed for record in the office of the County Recorder of Iron County, Utah executed the day and year first written above.

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secretary/Treasurer

\_\_\_\_\_  
Date

## EXECUTION

This Declaration takes effect upon recording in the office of the County Recorder of Iron County, Utah.

**Dated:** \_\_\_\_\_

**Notarized:** September 12, 2003, by Deanna Urie, Notary Public, with signatures from Leon Urie and others.