

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

EASTGATE UNIT II 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 II, 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. **Living Structure:** Any separately numbered and individually described building on a lot of land and the immediate curtilage adjacent to it.
 5. **Common Areas:** That portion of the Property not included within the Living Structures, including all improvements (other than utility lines) now or hereafter constructed or located thereon.
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2. DESCRIPTION OF PROPERTY

The property which is and shall be subject to the provisions of the Declaration consists of the real property situated in Iron County, Utah and more particularly described in the Addendum attached hereto and incorporated herein by this reference. Together with all easements, rights-of-way, and other appurtenances rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

3. MEMBERSHIP AND VOTING RIGHTS

1. **Membership:** Every Owner shall be a Member of the Association. Membership is mandatory and appurtenant to the Living Structure and cannot be separated from it.
 2. **Voting Rights:** Members are entitled to one vote per Living Structure For Living Structure with multiple owners, the vote shall be exercised as mutually agreed upon by the owners; if no agreement is reached, the vote counts only toward determining if a quorum exists to engage in member business.
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4. PROPERTY RIGHTS IN COMMON AREAS

1. **Easement:** Each Member has a right and easement to and from their Living Structure to the Common Areas. This right may be extended to tenants, lessees, or contract purchasers residing on the Member's Living Structure.
2. **Limitations on Easement:**
 - a. The Association may suspend a Member's right to use the Common Areas if assessments on their Living Structure 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 or other Members for such use as agreed by the Members with approval by a 2/3 vote of the Members.

5. 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:** In addition to the annual or monthly assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or part:
 - a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments: or
 - b) the cost of any construction, reconstruction, or unexpected repair or replacement in connection with the Common Areas. Any such special assessment must be assented to by more than fifty percent of all votes cast by the Board of Trustees. Written notice of the meeting must be given at least 10 days but not more than 30 days prior to the meeting.
 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:**
 - o Delinquent assessments incur interest, collection costs, and a lien on the Living Structure.
 - o A warning will be issued for all assessments 30 days overdue.
 - o A fine of \$30 will be assessed for fees, fines, or assessments more than 60 days past due.
 - o The Association may record a lien if an assessment is more than 90 days past due.
 - o The Owner at the time the assessment is due remains personally liable; successors are not liable unless they assume the obligation.
 - o A 10% penalty applies to each delinquent amount.
 - o The Association may sue the Owner or foreclose the lien, including attorney fees and costs.
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6. OPERATION AND MAINTENANCE

- a) **Maintenance of Living Structures and Living Units:** Each Owner must maintain their Living Structure and Living Unit to avoid detracting from the Property's appearance or value.

- b) **Operation and Maintenance by Association:** The Association maintains the Common Areas and the Front Yard Area of each Living Structure (grass, stone, landscaping, shrubs, watering, sprinklers).
- c) **Neglect of Operation and Maintenance:**
 - a) If repairs to the Front Yard Area are needed due to an Owner's negligence, the cost is added to their assessment.
 - b) If an Owner fails to maintain their Living Structure or Living Unit exterior (including backyard fencing), the Association may perform the maintenance and charge the Owner.
- d) **Water and Garbage Removal:** The Association pays for water and garbage removal for each Living Structure; Owners pay for separately metered utilities.
- e) **Insurance:** The Association shall secure and at all times maintain the following insurance coverages:
 - a) **Fire and Casualty Insurance:** Covers the full replacement value of Common Area improvements, named to the Association for the benefit of Living Structure Owners and Mortgagees.
 - b) **Liability Insurance:** Covers the Association, Owners, and agents for incidents in Common Areas, with at least \$25,000 per occurrence, including water damage, non-owned vehicles, and other standard risks.
 - c) Owners are required to secure and at all times maintain an HO-6 condominium policy and provide a copy of their certificate of insurance to the Secretary/Treasurer of the Board of Trustees each year. Failure to do so will result in a fine of \$1,500 and the Board may purchase a policy on behalf of the Member and assess the cost of the policy to the Member.
 - d) The following additional provisions shall apply with respect to insurance:
 - 1. **Underwriter Requirements:** All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports. and be specifically licensed for Utah.
 - 2. **Adjustment:** The Association shall have the authority to adjust losses.
 - 3. **Contribution:** Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
 - 4. **Miscellaneous Requirements:** Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owner and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without prior written demand that the defect be cured: that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
 - 5. **Living Structure Insurance:** Each Owner shall carry an HO-6 insurance policy for the Living Unit and its contents. The policy shall provide, as a minimum, \$25,000 deductible coverage and an amount commensurate

with the replacement value of the contents of the unit. Proof of owner insurance to be given at annual meeting or at the request of the Board of Trustees.

6. **Review of Insurance:** The Board shall periodically, and whenever requested by 20% or more of the Owners, review the adequacy of the Associations insurance program and shall report in writing, to be given to the Owners who requested the review. Copies of every insurance policy procured by the Board shall be available for inspection by the Owners.
 7. **Flood Hazard:** In the event that at some future time the Development should be declared in a flood zone, a blanket policy of flood insurance on the Development should be obtained using the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.
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7. 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 Living Structures and Living Units:** Living Structures 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 with the exception of those marked spaces directly adjacent to Unit #1, but the Association may assign one stall per unit via rule or regulation. Parking is not permitted in the lanes, or in areas marked with no parking signs or erected barriers. Moving or tampering with signs or barriers or parking in non-designated areas will result in a fine of \$250 per instance and may result in the vehicle illegally parked being towed at the owner's expense.
4. **Fences:**
 - o Front and side yards: Maximum 40" height, constructed of wood, chain link with privacy slats, vinyl, wrought iron, or masonry.
 - o Rear yards: Maximum 60" height, same materials.
 - o Any fence must comply with Association rules and be approved if required.
 - o All fences existing at the time of ratification of these covenants are grandfathered and not subject to enforcement action.
 - o Living Unit Owners are solely responsible for maintenance and repair of any fences not appurtenant to their Living Structure that are not considered part of the common areas.
5. **Non-Residential Use:** The property is strictly for residential purposes. No commercial, manufacturing, mercantile, storing, vending, or other non-residential activities are permitted.
6. **Quiet Enjoyment:** Activities must not be noxious, offensive, or disruptive to neighbors. Anything that interferes with the quiet enjoyment of other owners is prohibited. Owners may be fined for the activities of their tenants.
7. **Temporary Structures, Equipment, Motor Vehicles, Etc.:**

- No temporary structures (e.g., trailers, tents, shacks) can be used as residences.
- Certain vehicles and equipment (e.g., trailers, campers, boats, trucks larger than 3/4 ton) require board approval.
- No parking on lanes; all vehicles must be in garages, marked stalls, or driveways.
- Items like clotheslines, woodpiles, storage areas, and machinery must be obscured from view by fences, buildings, or screens.

8. Animals:

- Pets are allowed but not for commercial purposes or in unreasonable numbers.
- Pets must be kept in fenced yards or on leashes in common areas. The fines are \$50 for the first incident, \$100 for the second incident, \$150 for the third incident, and then the fines will double each incident thereafter.
- Solid pet waste must be cleaned up in Common areas. The fines for improper pet waste cleanup are \$50 for the first incident, \$100 for the second incident, \$150 for the third incident and then double for each incident thereafter.
- Owners must comply with all state and local laws regarding pets.

9. Garbage Removal: All rubbish, trash, and garbage must be regularly removed and not allowed to accumulate on the property. Only household garbage may be disposed of in the dumpsters. No furniture, large boxes (unless broken down), or hazardous waste may be disposed of in the dumpsters. Dumpsters are for Owners and Tenants only and the fine for illegal use of the dumpsters is \$500 per incident.

10. Outdoor Cooking: Cooking and grilling is permitted but may not pose a danger to structures or residents. No open fires are permitted within 10 feet of any structure. Any open grills must be kept at least 10 feet from structures while in use or until all coals are extinguished. A fine of \$200 may be issued for use of an open grill within 10 feet of a structure.

8. CONDEMNATION

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

9. MISCELLANEOUS

1. **Notices:** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to a member of the Association board.
2. **Rules and Regulations:** The Association may promulgate rules to carry out its functions and ensure proper use of the Property. These rules shall be created by the Board of Trustees by a vote of at least 50 percent of those board members present and be included as an addendum to these covenants with the date of enactment.
3. **Amendment:** Any Amendment to this Declaration, except as otherwise set forth herein, shall require the affirmative vote of at least two-thirds of all membership votes which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to Members at least 10 days, but not more than 30 days prior to the meeting date.
4. **Consent in Lieu of Vote:** In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members
 - a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Member.
 - b) The total number of votes required for authorization or approval under this section shall be determined as of the date on which the last consent is signed.
 - c) For a Living Structure with multiple owners, consent must be obtained from all Owners or the consent shall not be effective.
5. **Manager:** The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.
6. **Terms of Management Agreement:** Any agreement for professional Management of the Development, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
7. **Reserve Fund:** The Association must maintain a reserve for major repairs and exterior maintenance, funded by assessments.
8. **Lease Provisions:**
 - a) Leases must be in writing, comply with the Declaration, Articles, and Bylaws, and treat violations as lease defaults.
 - b) Minimum lease term: 30 days.

- c) All. Leases must include a copy of these Declarations, Articles, and Bylaws and lessees must agree to abide by these covenants and any rules. Violations may result in fines or enforcement for the owner of the unit.
 - d) The number of Units leased in total may not exceed 25% (6) of the total of the units. Any units currently leased are grandfathered but may only be sold to those who will occupy the unit and may not lease their unit until such time as the number of total leased units is below the 25% (6) threshold.
9. **Interpretation:** Captions are for convenience; singular/plural and gender terms are interchangeable; invalid provisions do not affect the remainder.

ADDENDUM A: PROPERTY DESCRIPTION

All Living Structures 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 ½ of Living Structure 4, the South ½, and the West 78.05 feet of the North ½ of Living Structures 5, 6, 7, and 8, Block 20, Plat B, Cedar City Town Survey.

ADDENDUM B: RULES

- Illegal dumping of furniture, hazardous materials, large boxes, or other items other than normal household garbage may result in a fine of \$500. (Enacted October 26, 2022)
- Illegal parking in the lanes, or outside of marked stalls or driveways shall be issued a fine of \$250. (Enacted February 22, 2023)
- Damage caused by the negligence of owners or their tenants are the responsibility of the owner. (Enacted February 22, 2023)
- Any member interfering in board business or representing themselves as a member of the board to any member, vendor, or government agency without authorization of the board will be fined \$1,500 per instance. (Enacted January 28, 2025)
- Pets must be kept in fenced yards or on leashes in common areas. The fines are \$50 for the first incident, \$100 for the second incident, \$150 for the third incident, and then the fines will double each incident thereafter. (Enacted May 28, 2025)
- Solid pet waste must be cleaned up in Common areas. The fines for improper pet waste cleanup are \$50 for the first incident, \$100 for the second incident, \$150 for

the third incident and then double for each incident thereafter. (Enacted May 28, 2025)

- Open grills may not be used within 10 feet of any structure. Use of an open grill within 10 feet of a structure will result in a \$200 fine for each occurrence. (Enacted July 30, 2025)
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EXECUTION

By acquiring any interest in a Living Structure or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by each and every provision of this Declaration and agrees to be responsible for the actions, negligence, violations, and fines issued to any lessees or renters. Owners also agree to provide any lessees with a copy of these covenants and require they be bound by these covenants and bylaws as a term of their lease.

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

This Covenant shall take effect upon recording in the office of the County Recorder of Iron County, Utah. The Covenant amended September 24, 2025 shall constitute the whole of the Covenants, Conditions, and Restrictions and shall supersede any previously adopted Covenants.

Dated: September 24, 2025

Signature of President

Date

Signature of Vice-President

Date

Signature of Secretary/Treasurer

Date

STATE OF UTAH

COUNTY OF IRON

ON THIS _____ DAY OF _____ IN THE YEAR OF _____

**BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY
APPEARED _____, PERSONALLY KNOWN TO ME (OR
PROVED ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S)
WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THIS INSTRUMENT, AND
ACKNOWLEDGED HE (SHE) (THEY) EXECUTED THE SAME**

MY COMMISSION EXPIRES ON _____

NOTARY PUBLIC

**Bylaws of Eastgate Unit II
Amended September 24, 2025**

I. NAME AND LOCATION

1. **Name:** The name of the corporation is the **Eastgate Unit II Homeowners Association, Inc.**, a Utah non-profit corporation (501 (C)(4))
2. **Principal Office:** The principal office of the Association shall be located in Iron County, Utah. Meetings of Members and Trustees may be held at such places within Iron County, Utah, as designated by the Board of Trustees.

II. DEFINITIONS

1. **Articles:** Articles shall mean and refer to the Articles of Incorporation of the Eastgate Unit II Homeowners Association, Inc.
2. **Association:** Association shall mean and refer to the Eastgate Unit II Homeowners Association, Inc., a Utah non-profit 501(c)(4) corporation, organized by the filing of the Articles.
3. **Member:** Member shall mean and refer to every person entitled to a vote in the Association through ownership of a Living Structure.
4. **Properties:** Properties shall mean and refer to all real property subject to the Declaration, together with such other real property as may hereafter be annexed thereto under the provisions of the Declaration.
5. **Declaration:** Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions, and Restrictions of Eastgate Unit II," executed and acknowledged by Declarant, filed for record in the office of the County Recorder of Iron County, Utah, on September 24, 2025 as amended.
6. **Living Structure:** Living Structure shall mean and refer to any separately numbered and individually described plot of land on the recorded Plat of the Development, excluding the Common Areas.
7. **Common Areas:** Common Areas shall mean and refer to those areas of land shown on any recorded Plat of the Properties, intended to be devoted to the common use and enjoyment of the Members.
8. **Owner:** Owner shall mean and refer to the person who is the owner of record in the office of the Iron County Recorder of Iron County, Utah.
9. **Living Unit:** Living Unit shall mean and refer to a structure on any lot designed and intended for use and occupancy as a single-family residence, together with all improvements located on the lot used in connection with such residence.
10. **Board of Trustees or Board:** Board of Trustees or the Board shall mean and refer to the Board of Trustees of the Association.
11. **Development:** Development shall mean and refer to Eastgate Unit II.

III. MEETINGS OF MEMBERS

1. **Annual Meeting:** The annual meeting shall be held in September of each year for the purpose of electing Trustees and transacting such other business as may come before the Membership. If the election of Trustees is not held at the annual meeting, the Board shall cause such election to be held at a special meeting of the Members as soon thereafter as convenient.
2. **Special Meetings:** A special meeting of the Members for any purpose may be called by the President, the Board, or upon written request of one-fourth of the total Members.
3. **Place of Meetings:** The Board of Trustees may designate any place in Iron County, Utah, as the place for any annual meeting or special meeting called by the Board.
4. **Notice of Meetings:** Written or printed notice stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least 10 days but not more than 30 days prior to the meeting date. Such notice shall be deemed properly furnished if mailed within the required time period to the Member's latest address appearing in the records of the Association at the time of mailing or sent electronically to the Member's email address in the Membership records of the association.
5. **Quorum:** Except as otherwise provided in the Articles, the Declaration, or by law, one half of the total Members must be present in person or by proxy to constitute a quorum at any meeting of the Members. If a quorum is not present, a subsequent meeting may be called within 30 days, at which one half of the number required for a quorum shall be present in person or by proxy to constitute a quorum for the purpose of conducting Member business.
6. **Proxies:** At any meeting of the Members, a Member may vote by proxy executed in writing by the Member. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after 11 months from the date of its execution.
7. **Cumulative Voting:** At each election for Trustees, a plurality shall be sufficient for the election of a candidate.
8. **Necessary Vote:** Except for the election of Trustees and except with respect to proposals requiring a greater proportion under the Articles, the Declaration, or by law, the affirmative vote of a majority of all votes that Members present in person or by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

IV. BOARD OF TRUSTEES

1. **Number, Term, and Qualifications:** The affairs of the Association shall be managed by a Board of Trustees composed of five (5) individuals: a President, a Vice-President, and a Secretary/Treasurer, who serve as corporate officers and directors of the association, and two at large members. The Trustees shall serve two-year terms. Any change in the number of Trustees may be made only by amendment of the Articles. Each Trustee shall hold office until their term expires and until their successor has been duly elected and qualified.

2. **Compensation:** The Board may provide by resolution that the Trustees shall be paid their expenses, if any, for attendance at each meeting of the Board. Trustees shall not be paid any salary or other compensation for their services as Trustees and shall not receive, directly or indirectly, any other profit or pecuniary advantage by virtue of their status as Trustees.
3. **Action Taken Without a Meeting:** The Trustees shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Trustees. Any such action shall have the same effect as though taken at a meeting of the Trustees.

V. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

1. **Powers:** The Board of Trustees shall have the power to:
 - a) Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and establish penalties for infractions thereof;
 - b) Suspend the voting rights and rights to use the Common Areas of a Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
 - c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles, or the Declaration;
 - d) Declare the office of a member of the Board of Trustees vacant in the event such member is absent from four consecutive regular meetings of the Board of Trustees without cause.
2. **Duties:** It shall be the duty of the Board of Trustees to:
 - a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested in writing by one-fourth of the Members entitled to vote;
 - b) Supervise all officers, agents, and employees of the Association and ensure their duties are properly performed;
 - c) As more fully provided in the Declaration:
 1. Fix the amount of the monthly assessment against each Living Structure and send written notice of such assessment to every Owner;
 2. Pursue reasonable collection against any Member or the lien against said Member's Living Structure when assessments are not paid within 30 days after the due date;
 - d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e) Procure and maintain adequate liability, hazard, or other insurance on property owned by the Association as required by the provisions in the Declaration;
- f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g) Cause the Common Areas to be maintained, and, if any Owner of any Living Structure fails to maintain their Living Structure and the Living Unit located thereon in a manner satisfactory to the Board of Trustees, the Association, after approval by a 2/3 vote of the Board, shall have the right to enter upon the land appurtenant to the Living Structure and repair, maintain, and restore the exterior of the Living Unit and any other improvements erected thereon through an independent contractor;
- h) Carry out the duties specified in the Declaration.

VI. OFFICES AND DUTIES OF THE BOARD OF TRUSTEES

1. **President:** The President shall be the principal executive officer of the Association and shall exercise general supervision and control over all property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and the Board of Trustees. If the President is not present, the Vice-President shall preside. The President, together with the Secretary/Treasurer or Vice-President, may sign any deeds, contracts, or other instruments that the Board has properly authorized to be executed. The President shall perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Trustees.
2. **Vice-President:** In the absence of the President, or in the event of their death, inability, or refusal to act, the Vice-President shall perform all duties of the President. When so acting, they shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such other duties as may from time to time be assigned by the President or the Board.
3. **Secretary/Treasurer:** The Secretary/Treasurer shall keep minutes of meetings of the Members and the Board of Trustees in one or more books provided for that purpose, ensure all notices are given in accordance with these Bylaws, the Declaration, and law, and maintain the membership list required by these Bylaws. The Secretary/Treasurer shall have custody of and be responsible for all funds of the Association, receive and give receipts for money due and payable to the Association, deposit all such money in the name of the Association in banks, trust companies, or other depositories selected by the Board, perform all accounting, financial record-keeping, and similar services necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Secretary/Treasurer and such other duties as may from time to time be assigned by the President or the Board.

VII. NOMINATION AND ELECTION OF TRUSTEES

1. **Nomination:** Nominations for election to the Board of Trustees shall be made from the floor at the annual meeting.

2. **Election:** Elections to the Board of Trustees shall be by secret written ballot. Each Owner has one vote for each vacancy.

VIII. MEETINGS OF TRUSTEES

1. **Regular Meetings:** A regular meeting of the Board of Trustees shall be held immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may hold additional meetings without notice to the Members.
2. **Special Meetings:** Special meetings of the Board of Trustees may be called by any Trustee. The Board of Trustees may designate any place in Iron County, Utah, as the meeting place. Notice of the special meeting, written or printed, stating the place, day, and hour of the meeting, shall be delivered by mail or electronic means at least 3 days prior to the meeting to each of the Trustees.
3. **Quorum:** A majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board.
4. **Vacancies:** Any vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Trustees, even though such remaining Trustees constitute less than a quorum. A Trustee selected to fill a vacancy shall serve for the unexpired term of their predecessor in office.

IX. ASSESSMENTS

As more fully provided in the Declaration, each Member (subject to exceptions provided for Declarant) is obligated to pay the Association monthly and special assessments, which are secured by a continuing lien upon the Living Structure against which the assessment is made. Any assessment not paid when due will be subject to interest and costs of collection and have a lien placed against the Property as stated in the Declaration.

X. AMENDMENTS

These Bylaws may be amended at any regular or special meeting of the Board of Trustees by a vote of the majority of the Board of Trustees. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

XI. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December.

EXECUTION

By acquiring any interest in a Living Structure or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of these Bylaws.

These Bylaws take effect upon recording in the office of the County Recorder of Iron County, Utah. The Bylaws amended September 24, 2025 shall constitute the whole of the Bylaws and shall supersede any previously adopted Bylaws.

Dated: September 24, 2025

Signature of President

Date

Signature of Vice-President

Date

Signature of Secretary/Treasurer

Date

STATE OF UTAH

COUNTY OF IRON

ON THIS _____ DAY OF _____ IN THE YEAR OF _____

**BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY
APPEARED _____, PERSONALLY KNOWN TO ME (OR
PROVED ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S)
WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THIS INSTRUMENT, AND
ACKNOWLEDGED HE (SHE) (THEY) EXECUTED THE SAME**

MY COMMISSION EXPIRES ON _____

NOTARY PUBLIC