



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
Iron Horse

This Declaration of Covenants, Conditions & Restrictions (these CC&R's) is made and executed by North Star Property Development, LLC, a Utah limited liability company ("Developer") effective April 9, 2017, ("The Effective Date").

RECITALS

- A. Developer owns all residential lots located in the Iron Horse Subdivision, Phase 1 (the "Subdivision") in Washington County, Utah more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").
- B. In addition, Developer has rights to acquire and develop additional property adjacent to the Property, more particularly described on Exhibit B attached hereto and Incorporated herein (the "Additional Property") which may be on the future annexed into the Subdivision and become subject to the terms if this Declaration.
- C. Developer desires to enhance and protect the value, desirability and attractiveness of the Subdivision by establishing covenants, conditions and restriction that pertain to and affect the Subdivision and each of the residential lots located therein.

DECLARATION

Therefore, Developer hereby declares that all of the Property is subject to these CC&Rs and is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and improved subject to these CC&Rs. These CC&Rs and in furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, every subdivided residential parcel ("a Homesite") created from the Property, and every other part or portion of the Property. These CC&Rs shall be construed as covenants of equitable servitude, shall run with the Property and all portions thereof, and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Developer may, at the Developer's sole discretion, annex the Additional Property, or any portion thereof, into the Iron Horse Subdivision by recording a plat showing the subdivision of any portion if the Additional Property into additional Homesites referencing the Iron Horse Subdivision and identifying the annexed portion as an additional phase of the Subdivision. Upon recording such plat, and any other amendment to theses CC&Rs as the Developed deems necessary, all Homesites existing in the additional phases shall be subject to these CC&Rs in full.

Notice to Purchasers: The acceptance of any deed to, or conveyance of, any Homesite, or other part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assignees shall constitute their covenant and agreement to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to these CC&Rs. All purchasers of any portion of the Property adopted by the Developer. By acceptance of any deed to or conveyance of any Homesite, or other part or portion of the Property, the grantees therein named acknowledge and agree that their use and enjoyment and marketability of Homesite or any other portion of the Property can be affected by the CC&Rs and that these CC&Rs may change from time to time.

ARTICLE I – USE RESTRICTIONS

- 1. LAND USE AND BUILDING TYPE.** All Homesites shall be used only for single family residential purposes, not to exceed two stories in height. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however that the Homesite restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records of accounts therein; (c) handling personal, business or professional telephone call or correspondence therefrom; or, (d) maintaining a home occupation as permitted by the City of Washington Home Occupation Ordinance.
- 2. HOMESITE SIZE.** Homesite sizes as described and shown on the plat of Subdivision recorded on _____, as entry number _____ with the office county recorder for Washington County, Utah, ("the Plat"), or any subsequent plat for any annexed portion of the Additional Property, are considered minimum Homesite sizes and no person shall further subdivide any Homesite other than as shown on the Plat. Homesites may be combined for constructions of a single home so long as the owner of all affected Homesites is the same, but each Homesite shall remain a separate Homesite.
- 3. CARE AND MAINTENANCE OF HOMESITE.** The owner of each Homesite shall keep the same free of rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Homesite shall be subject to an easement for access to make repairs upon adjoining Homesites and structures, provided however, that:
 - a. Any damage caused by such entry shall be repaired at the expense of the homeowner whose property is the subject of the repair work which caused the same;
 - b. Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Homesite; and
 - c. In no event shall said easement be deemed to permit entry into the interior portion of any dwelling.

4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, including any amendments or annexations. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements of each Homesite and all improvements in it shall be maintained continuously by the owner of the Homesite, except for those improvements for which a public authority or utility company is responsible. The title holder of each Homesite shall, from time to time, grant rights over, across, on, under and upon these easements for additional uses and services as may be provided from time to time by public authority or private utility company.
5. **NO HAZARDOUS ACTIVITIES.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
6. **MOTORBIKES; ATVs.** All motorcycles, trail bikes, three wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only established streets and parking areas and are specifically prohibited from other portions of the Property.
7. **WEED CONTROL.** Each Homesite owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weed and other flammable materials on his Homesite so as to minimize fire and other hazards to surrounding Homesites, residences, the Common Areas and surrounding Homesites, residences the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants that are injurious to crops, livestock, land or public health.
8. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Homesite, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. No clothes drying or storage of any articles that are visible from any public street shall be permitted. **No resident's use of a Homesite shall endanger the health or disturb the reasonable enjoyment of any other owner or resident.**
9. **SAFE CONDITION.** Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Homesite at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment of other owners of their respective Homesites,

10. 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 any Homesite, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Homesite or portion of the Property.

11. ANIMALS, LIVESTOCK, POULTRY, AGRICULTURE. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Homesite, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in number may be kept in a residence constructed in a Homesite, provided they are not kept, bred or maintained for any commercial purposes. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the owner's residence. No Homesite shall have any animal that has been deemed aggressive and/or dangerous, to the safety and well-being of others in the community.

12. GARBAGE AND REFUSE DISPOSAL. No Homesite, part or portion of the Property shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste produced within the Property, shall be kept only in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

13. WATER SUPPLY. No individual culinary water supply system shall be used or permitted to be used on any Homesite, part or portion of the property.

14. SEWAGE DISPOSAL. No individual sewage disposal system, shall be permitted on any Homesite, part or portion of the Property.

15. CLOTHES DRYING. No portion of any Homesite shall be used as a drying or hanging are for laundry of any kind, it being the intention hereof that all such facilities be provided within the dwelling to be constructed on each Homesite.

16. RV'S, BOATS AND OTHER VEHICLES. No boats, trailers, buses, motor homes, campers, recreational vehicles, motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles shall be parked or stored upon any Homesite except within an enclosed garage or on a cement pad behind a gate and the required front Homesite set back area. No such vehicles shall be parked overnight on any street located within the subdivision for a period longer than 48 consecutive hours.

Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Homesite or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Homesite or road area for a period exceeding thirty (30) days, the Developer or any other Homesite owner may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach as a valid lien against the Homesite

owner in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for not less than six (6) weeks.

Trailers, motor homes and trucks over 9,000 pounds gross volume weight are not allowed to be stored upon any vacant Homesite or street or road areas adjacent to the property.

ARTICLE II – DESIGN CONTROL

- 1. DESIGN RESTRICTIONS.** In order to promote a more harmonious community development and protect the character of the neighborhood, the following design standards shall be applied to the Property:

a. **Permitted Structures.** The only building or structure permitted to be erected, placed or permitted to be located on any Homesite within the subdivision shall be (i) a detached single family dwelling not to exceed two stories in height which must include an attached enclosed three car minimum private garage; and (ii) a pet run. All construction shall be of new materials; except that used brick may be used so long as it conforms to applicable building ordinances of the City of Washington. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Washington, Utah.

b. **Minimum Area.** The minimum total square footage of living area on the main level living area above the street elevation and located within the area of the foundation for any residential dwelling constructed on any Homesite within the subdivision exclusive of porches, balconies, patios and garages shall be not less than 2300 square feet single-story or 1800 square feet for a two-story above ground on lots that are less than 12,500 square feet and 1500 square feet single story or 2100 square feet for a two-story above ground on lots in excess of 12,500 square feet unless otherwise approved by the developer in writing. The square footage of any basements may not be included when determining total square footage of any living area.

c. **Building Location.** No building shall be located on any Homesite nearer than twenty (20) feet to the front of the Homesite line; nor nearer than ten (10) feet to the rear Homesite line; (For lots zoned RE-20) no nearer than ten (10) feet in one side of the Homesite line and ten (10) feet in the other side of the Homesite line,) For lots zoned R-1-12) nor nearer than ten (10) feet on one side Homesite line and ten (10) feet on the other side of the Homesite line. All id the foregoing measurements shall be made from the applicable Homesite line to the foundation, porch or other extension of such building, whichever is nearer to such Homesite line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building for the purpose of determining such distance, provided, however, that this shall not be construed to permit any portion of a building, including eaves or steps to encroach upon another Homesite. Any Homesite line fronting a public street shall be considered a from Homesite line.

- d. **Exterior Construction Materials.** Exterior construction materials shall be stone, stone veneer, brick or brick veneer, stucco or Hardi-board and shall be in colors indigenous to the area. Aluminum siding, illuminative or reflective materials are prohibited.
- e. **Roof Materials.** Roof materials may be tile or slate, and may be in colors which blend with the balance of the exterior of the structure. Roof pitch may be at least 4.12.
- f. **Dome Structure.** Dome structures of any type are not allowed.
- g. **Temporary or Other Structures.** No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No such structure shall be erected or placed on said property at any time. No old or second hand structures shall be moved onto any of said Homesites, all dwellings and other buildings erected in any Homesite shall be new construction of good quality, workmanship, and materials.
- h. **Accessory Buildings.** Any storage or utility building must be located behind the Homesite gate/fence, must not be visible from the street and must be constructed in a style/materials consistent with the single-family dwelling on the Homesite.
- i. **Pet Runs.** Pet runs shall be designed and constructed in a way consistent with the architecture of the house and should be no larger than 150 square feet, nor higher than six feet, nor shall it be located in the front yard or in the side yard against an adjacent Homesite. The fencing and materials shall be limited to the materials designated herein.
- j. **Pools, Spas, Etc.** Pools, spas, fountains, and game courts are permitted and shall be located to reasonably minimize impacting adjacent properties with light or sound. Pool heaters and pumps may not be visible from neighboring properties and must be sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. All exterior lighting shall be designed to minimize the effect of such lighting on other Homesites. Lights for tennis courts or other game courts shall be turned off no later than 10:00 PM.
- k. **Driveways.** There shall be area on the driveway (excluding sidewalk area) to park no less than two (2) vehicles per Homesite (each driveway) and shall be constructed out of cement or brick. Cinders, sand, gravel, or dirt shall not be permitted for driveway material in the front and side yard areas of any Homesite. The driveway in the front and side yard areas of each Homesite shall be in a color which blends with the exterior of the structure located in such Homesite.
- l. **Sight Obstructions.** No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be

placed or permitted to remain in any corner Homesite within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Homesite within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or foliage shall be planted, kept or maintained in such manner as shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.

- m. **Fences.** Fences, walls and other barriers are permitted. Adjoining property owners are encouraged to contribute to the cost of "fencing" on shared property lines where applicable.
- n. **Address Monuments.** Each Homesite shall contain a monument or placard displaying the street address, which shall be illuminated at night.
- o. **Lights.** Light used to illuminate garages, patios, parking areas or for any purposes shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.
- p. **Antennas.** Antennas for radio, television, or any other device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the residence. All homes shall be pre-wired for cable reception. Satellite dish antennas are permitted. In no event shall satellite dish antennas be visible from street frontage of the Homesite.
- q. **Chimneys.** Chimneys of approved exterior materials may not exceed the height permitted by appropriate government agencies. Exposed metal flues must be painted a color which blends with the color of the roof. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arresters.
- r. **Solar Panels.** Solar panels are to be integrated into the roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened so as not to be visible from street frontage of Homesites.
- s. **Skylights.** Skylights are to be designed as an integral part of the roof. Skylights shall not be reflective. Skylight framing shall be colored to match adjacent roofing materials.
- t. **Matching Colors.** Sheet metal flashing, vents and pipes must be colored to match the material to which they are attached or from which they project.

- u. **Screening of Equipment.** Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted in roofs or through windows unless they are not visible from neighboring properties.
- v. **Utility Meters.** Utility meters shall be placed in an inconspicuous location as possible. Location of meters are to be shown on the plans. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the uniform Building Code.
- w. **Mailboxes.** Mailboxes shall be provided and maintained by each Homesite owner, unless the Developer and/or United States Post Office subsequently determines otherwise. Mailbox location, height is subject to the approval of the United States Post Office.
- x. **Signs.** Except for one "For Rent" or "For Sale" sign of not more than four (4) feet, no advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Homesite or any portion of the Property. The foregoing shall not apply to the commercial activities, signs and billboards if any of the Developer or its agents during 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, Rules and Regulations, as the same may be amended from time to time.
- y. **Landscaping.** Landscaping of the front and side yards of lots must be completed prior to occupancy. Landscaping shall include, but shall not be limited to, the preparation for the planting of the lawn, weed barrier, grass or other appropriate ground cover. Appropriate shrubbery (at least 35 shrubs/bushes in the front yard), and planting at least two (2) trees in the front yard. The planting of the trees and shrubs and grass are encouraged and recommended.

No healthy trees shall be removed from any Homesite after the completion of the landscaping. Notwithstanding this section, all diseased trees must be removed by the owner of the Homesite within one hundred and twenty (120) days after the diseased condition is discovered or after receipt of notification issued by the HOA demanding removal of the tree. All diseased and other trees removed from any Homesite, part or portion of the Property shall be replaced by the planting of an equivalent number of trees upon such Homesite.
- z. **Irrigation.** Each Homesite will be subject to a Washington County Water Conservancy District (WCWCD) water use agreement which will limit the use of irrigable area of 5,000 square feet. The Water Availability Fee for this amount if use shall be paid for by the

purchaser if any Homesite. In the event that a Homesite owner would like to have more than a 5,000 square foot irrigable area, they may approach the WCWCD and request a modification in their usage agreement be made. If such modification is granted the Homesite owner shall be responsible for any fees associated with the increase in water usage for that Homesite.

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

2. CONSTRUCTION PROVISIONS. In order to promote a harmonious community development and protect the character of the neighborhood, the following construction standards are applicable to the Property:

- a. **Building Permit Required.** No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns shall occur, on any Homesite until any required permit or required approval thereof is obtained from the City of Washington or Washington County, as appropriate (or any successor municipality), following submission to the appropriate governmental entity of such information as it may reasonably require.
- b. **Construction Hours.** No construction shall take place on Sundays or between the hours of 7:00 PM and 6:00 AM.
- c. **Completion of Construction.** The construction of any structure on any portion of the Property shall be continuously and diligently pursued from and after the commencement if such construction, and in any event, shall be subsequently completed within nine (9) months after such commencement.
- d. **Building Materials Storage.** No Homesite, part or portion of the Property shall be used or maintained as a storage for building materials except during the construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling, out of public site.
- e. **Landscaping.** Prior to occupancy, the owner of a Homesite must have substantially completed the front landscaping of such Homesite.
- f. **Excavations.** Except for excavations for an approved foundations or basement or swimming pool, no excavations or removal of dirt are permitted on any Homesite below

the present grade of such Homesite. All homebuilders will be required to do an over excavation and compaction on the individual Homesite prior to construction.

- g. **Soils Test.** The Homesite owner is strongly encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction.
- h. **Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Homesite owner and/or their agents if any particular Homesite in the subdivision must be repaired as soon as possible after such damage is discovered and the expense if such repair shall be borne by the Homesite owner.

ARTICLE III – DURATION, ENFORCEMENT, AMENDMENT

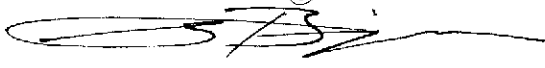
1. **DURATION OF RESTRICTIONS.** These CC&R's shall run with and bind the land for a period of fifty (50) years from the date this document was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each subject to amendment as herein set forth.
2. **AMENDMENT.** During the Developer Control Period, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer, or it's successors or assigns, by recorder instrument, at the Developers sole discretion. Upon the transfer of the last Homesite owned by the Developer to a bona fide purchaser, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than seventy five percent (75%) of the number of homesites, provided that all signatures must be notarized and obtained within a one hundred eighty (180) day period. Any amendment after completion of the Development Phase shall require thirty (30) day written notice of any such proposed amendment be sent to every owner of any Homesite, part or portion of the Property.
3. **ADDITIONAL PROPERTY.** The Developer may subject additional property to these CC&R's. The Developer shall indicate its intent to have such property bound by these CC&R's on the recorded plat of such property, or by recording n additional set of covenants, and thereafter, such additional property shall be considered as part of the Property in all respects. This right of the Developer shall be assignable to one or more assignees at the Developers sole discretion.
4. **NOTICES.** Any notice required under provisions of this document to be sent to any owner of a Homesite shall be deemed to have been properly sent when mailed, postage paid, to the last known address of such owner.
5. **CONSTRUCTION AND SEVERABILITY.** All of these CC&R's shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof,

shall in no way affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions or parts thereof.

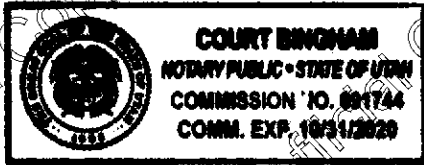
- 6. VIOLATION CONSTITUTES NUISANCE.** Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance any may be abated by appropriate legal action by the Developer or any owner or owners from time to time of any Homesite or portion of the Property. Remedies hereunder shall be deemed cumulative and not exclusive.
- 7. DUTY TO REPAIR STRUCTURE.** In the event a structure on a Homesite is damaged, through the act of God or other casualty, the owner of the Homesite shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. The owner shall pay any cost of repair or reconstruction that is not covered by insurance proceeds. It shall be the duty of the Association to enforce such repair and rebuilding of the structures to comply with this responsibility.
- 8. ENFORCEMENT.** Each and all of these CC&R's are for the benefit of the Developer and of the owner of any Homesite, or part of or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Homesite, part or portion of the property and shall apply to and be binding upon each and every successor in interest. The actual or threatened breach of the CC&R's, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by the appropriate proceedings at law or in equity by the Developer or owner from time to time of any Homesite, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. The actual or threatened breach of these CC&R's, or with continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated or remedied by appropriate proceedings at law or in equity by the Developer or the owner from time to time of any Homesite part or portion of the Property, provided however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Homesite, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorney's fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such owners Homesite, and shall be a personal obligation of said Homesite owner, enforceable by law, until such payment is made.
- 9. RIGHT TO ENFORCE.** Failure by the Developer or any owner, or their respective legal representative, heirs, successors, or assigns to enforce any of said restrictions, covenants or conditions shall in no event be deemed a waiver of the right to do so thereafter.
- 10. INDIVIDUAL INSURANCE.** Each owner shall carry blanket all-risk casualty insurance on the owner's Homesite and structures contained thereon.

11. ASSIGNMENT OF POWERS. Any and all rights and powers of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes the Developer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document this 8
Day of MAY, 2017.



North Star Property Development, LLC.



By: Ellen White
Name: Ellen White
Position: Managing Partner

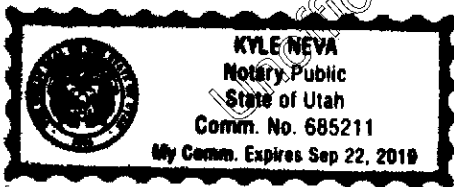
DATED this 4 day of April, 2017

BY: Ellen White, Managing Partner
Name, Position

STATE OF Utah)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me by Ellen White, before me and to me known to be the person that executed the foregoing as Managing Partner of North Star Property Development and acknowledged that he executed the foregoing as such manager in the name of and on behalf of said company this 4th day of April, 2017.

Witness my hand and official seal.



[Signature]
Notary Public
My Commission Expires: 09/22/2019