

Restrictive Page 1 of 15

Gary Christensen Washington County Recorder
07/02/2021 08:54:01 AM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded, please mail to:
Falcon Crest LLC
473 E Bowden Street
Sandy, UT 84070

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF HURRICANE FIELDS
ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions & Restrictions, hereinafter called
"Declaration," is made and executed in Hurricane City, Washington County, State of Utah, this__
day of May, 2021, by Falcon Crest, LLC (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner of that certain parcel of real property (the "Property")
Described in Exhibit "A" of this Declaration.

B. Declarant will convey the property subject to certain protective covenants, conditions,
restrictions and reservations as provided hereafter.

C. Declarant intends that the Property will become subject to this Declaration and will be
entitled and subject to all rights, powers, privileges, covenant, restrictions and easements
hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants,
Conditions & Restrictions for the property shall provide as follows:

DECLARATION

Declarant declares that all of the property described below and all expandable property
shall be held, sold, and conveyed subject to the following easements, restrictions, covenants,
conditions, and reservations to the Official Plat Map of Hurricane Fields Estates Subdivision
consisting of 94 Lots recorded concurrently. This is for the purpose of protecting the value and
desirability of said property. This Declaration and the Official Plat Map shall be construed
covenants of equitable servitude which shall run with the land and shall be binding to all parties
having any right, title, or interest in the described property, or any part thereof, their heirs,
successors and assigns and shall inure to the benefit of each owner thereof.

The properties are located in Hurricane City, Washington County, Utah, and are
described on Exhibit A attached hereto.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "RECITALS") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof (and in particular in accordance with the provisions of Article IV) concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.

2. Plat shall mean and refer to the plat of the "Hurricane Fields Estates Subdivision" consisting of one page, executed and acknowledged by Declarant, prepared and certified by Provalue Engineering, Inc., a registered Utah Land Surveyor, and recorded in the office of the County Recorder of Washington County, Utah, concurrently herewith, also as the same may hereafter be modified, amended, supplemented or expanded in accordance with the provisions of Article IV concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development as herein provided.

3. Property shall mean and refer to all of the real property which is covered by the Plat, a description of which is stated in Exhibit "A" of this Declaration.

4. Lot shall mean and refer to any of the separately numbered and individually described plots of land.

5. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, such as a home, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

6. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in a Lot, not with standing any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or Proceeding in lieu thereof.

7. Mortgagee shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust.

8. Development shall mean and refer to the Hurricane Fields Estates Subdivision created by this Declaration as it exists at any given time.

9. Declarant shall mean and refer to Falcon Crest LLC, its successors and assigns, or with any successor or assign to all or substantially all of its interest in the development of the Property.

10. Front Yard Area shall mean and refer to the yard area of each Living Unit.

11. Developer shall mean and refer to Falcon Crest LLC, its successors and assigns, or with any successor or assign to all or substantially all of its interest in the development of the Property.

II. ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Review Board. The Declarant shall appoint a one (1) member Review Board (herein after sometimes referred to as "Review Board") the function of which shall be to ensure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures.

(a) Submission to Review Board. No home, accessory or addition to a home, landscaping, or other improvement of a lot shall be constructed, maintained, or accomplished unless complete plans and specifications therefore have first been submitted to and approved by the Review Board.

(c) Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Review Board shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on lots within the property conform to and harmonize with existing surroundings and structures. The Review Board may formulate general guidelines and procedures. The Review Board shall act in accordance with such guidelines and procedures.

(d) Approval Procedure. Any plans and specifications submitted to the Review Board shall be approved or disapproved by it in writing within thirty (30) days after submission.

In the event the Review Board fails to take any action within such period, it shall be deemed to have approved the material submitted.

(e) Disclaimer of Liability. Neither the Review board, nor any member thereof acting in good faith, shall be liable to the owner for any damage, loss, or prejudice suffered or claimed on account of:

- (1) The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications;
- (2) The development or manner of development of any of the property; or
- (3) Any engineering or other defect in approved plans and specifications.

(f) Non- Waiver. The approval of the Review Board of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Review Board to disapprove any similar plans and specifications subsequently submitted.

(g) Exception for Declarant. The provisions of this Article II shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant or Declarant's assignee of this right on any lot.

Section 2. Building Restrictions.

(a) Building Type: All lots shall be used only for single family residential purposes and any resident's use of a lot shall not endanger the health or disturb the reasonable enjoyment of any other owner or resident. The building or structure permitted to be erected, placed or permitted to be located on any lot within the project shall be a detached single-family dwelling. At least a two car garage is required to be constructed. Detached garages are to be approved by the Review Board, provided they are architecturally appropriate. Carports and other outdoor or partially enclosed parking facility shall not be permitted. No unfinished garages shall be permitted. Detached metal prefab carports of good quality and construction, properly installed and for use for recreational vehicles or boats are acceptable but are subject to approval by the Review Board. All structures shall be constructed in accordance with the zoning and building ordinances of Hurricane City.

(b) Building Location: Setback requirements set forth in the Hurricane City Zoning Ordinance shall be controlling. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion

of a building, including such eaves and steps of open porches, to encroach upon another lot.

(c) Driveways. Driveways shall be constructed out of concrete or other approved hard materials. Driveways consisting of cinders, sand, gravel, or dirt shall not be permitted on any lot. There shall be sufficient driveway parking of not less than two (2) vehicles per lot. The materials used for detached garages in the rear of the property are subject to approval by the Review Board.

(d) Easements. Easements for installation and maintenance of utilities, and drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(e) Yard Walls and Fences. Yard walls and/or fences, if any, (1) shall be of brick, block, stucco, white vinyl, stone, wood, or ornamental iron; (2) shall substantially conform in style and construction. Any variations beyond those mentioned shall be approved by the Review Board. No chain link or wire will be permitted. The property owner shall agree to maintain all wood fencing on a regular basis to ensure they are not in disrepair. All fences and walls must be aesthetically compatible and not more than six (6) feet in height. Fences and walls must be located on the side lot line of a lot or on the perimeter on a patio or open porch and do not extend beyond the front or rear yard setback lines. Walls or fences are intended to enhance the privacy of the residents of such lot, and should not unreasonably interfere with the view from any neighboring lot.

General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions.

(f) Satellite Dishes, Clothes lines. No large satellite dishes, outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless such facilities can be adequately concealed so as not to be seen from any adjacent property.

(g) Temporary and Other Structures. No structure of a temporary nature; trailer, bus, house, tent, shack, garage, or other out building shall be used at any time as a residence either temporarily or permanently. No old or second-hand structure shall be

moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within the Project shall be new construction of good quality workmanship and materials. Motor homes may be occupied by guests of the lot owner for a period not in excess of ten (10) days at any one time.

(h) Landscaping: Landscaping means decorative vegetation, including but not limited to, grass, shrubs, bushes, trees, floral, or other associated or comparable ground surface cover. Landscaping shall also mean plazas, pools, water features and walkways. Within two (2) months after the completion of the construction of any home upon the property, the owner must have the front yard completed, including a timed sprinkler system, and substantially completed all the landscaping of his lot. All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the Project. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner.

There shall be a minimum of 3 trees for every Lot, which shall be planted in the front yard area of the Lot by an Owner. All landscaping must be approved by the Review Board and shall be properly cared for to remain healthy and alive.

(i) Architectural Controls: No building or landscaping shall be erected, placed, or altered on any Lot until the construction plans and specifications have been approved by the Review Board as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

(j) Minimum Square Footage; Building Height: The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any lot within the project, exclusive of porches, balconies, patios, decks and garages for all phases, shall be not less than 2,000 square feet for single stories and for homes with more than one story, 1,250 square feet on the main floor minimum, with a minimum total square feet of 2,000 square feet for any home. The homes may consist of more than one story. Only living space above basement (excluding garage) is computed to qualify for the minimum square footage. Garages shall not be computed into the square feet of the home.

(k) Commercial Vehicles: No commercial trucks or vehicles over one ton shall be parked on any lot.

(1) Construction Materials: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the property:

(1) Home style, design, alterations, additions and roofing materials shall be approved by the Review Board.

(2) Exterior construction materials shall consist of quality material similar to stucco, rock, brick or vinyl; (other materials may be approved for use by the Review Board), and shall be in colors and of materials harmonious to the neighborhood. All homes must be constructed of new materials.

(m) Lateral and Subjacent Support and Drainage: An owner's activities which Affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible or damages proximately caused by such activities. Owners shall be responsible for all damage proximately cause by such activities. Owners shall be responsible for all damage proximately caused by drainage from their lot(s) to adjacent landowners. 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 flow or drainage channels obstruct or retard the flow of water through drainage channels.

(n) Site Distance at Intersections: No structure, fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection where the street property lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sightlines.

(o) Roof Mounted Heat Pumps; Solar Panels: Heat pumps and/or Air conditioning units and solar units shall be allowed to be mounted on roofs, provided they are not visible from the front of the residence ("drive-up view").

(p) Mobile, Modular, and Pre-Fab Homes: No mobile, modular or pre-fab home shall be placed on any lot, part or portion of the property.

(q) Time of Construction: Once begun, any improvements, construction, landscaping, or alterations shall be diligently pursued to completion. No building materials or other garbage or refuse shall be permitted to be visible from the front yard area of a Lot.

(r) Cleanup of Construction. All building and landscaping waste or export material shall be removed within 60 days of completion of a home on a lot. Completion shall be defined as the date that Hurricane City issues the certificate of occupancy.

Section 3. Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, by the owner or their guests, assigned, agents or independent contractors of any particular lot must be repaired as soon as possible after such damage is discovered, and expense of such repair shall be borne by the owner.

III. EASEMENTS

Section 1. Minor Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as designed or constructed by the Declarant. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. Utilities Easement. There is hereby granted and conveyed to the City of Hurricane City, cable television companies, natural gas company, telephone companies, and other governmental or quasi-governmental entities, their successors and assigns, a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, placing, repairing, and maintaining all utilities at such location or locations as deemed appropriate by the provider of the utility. 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 repair of utilities or, which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement Area of each lot shall be maintained continuously by each lot owner.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the Lots in the performance of their duties. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Easements for Ingress and Egress. An easement is hereby granted to the REVIEW BOARD to enter in or to crossover any Lot to perform its duties provided for herein.

IV. USE RESTRICTIONS

Section 1. Residential Use. No owner shall occupy or use his home, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests. No commercial activities that create excessive traffic through the neighborhood or could be deemed to be a nuisance through noise, parked cars that impede on neighbors parking areas, storage of materials or commercial use vehicles or any other nuisances that might infringe on other owners right to quiet enjoyment shall be allowed. All commercial use shall conform to the municipal ordinances of Hurricane City.

Section 2. Fee Conveyed. Each Lot shall be conveyed as a separately designated and Legally described freehold estate, the owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

Section 3. Uses Permitted by Declarant During Construction. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant on the building of said homes to maintain during the period of construction and sale of said homes, upon such portion of the premises as Declarant deems necessary, such facilities in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said homes, including, but without limitation, a business office, storage area, construction yard, signs, model homes and sales office.

No lumber or bulk materials shall be kept, stored or allowed to accumulate in any lot except building or other materials used in connection with any ongoing construction, alteration or improvement approved in accordance with the terms thereof. The total storage period shall not exceed eight (8) months. Reasonable amounts of chopped and neatly stacked firewood for use in an approved fire rings is acceptable.

Section 4. Animals; Pets. No animals, poultry or livestock of any kind may be raised, bred, or kept on any Lot, except that dogs, cats or other domesticated household pets may be kept in homes, upon the owner's Lot, or on a leash while off the owner's lot. Notwithstanding the foregoing provision, an Owner may own and raise no more than 4 chickens on their Lot. An owner shall construct the necessary fencing on their Lot to contain dogs, poultry, cats, or other domesticated household pets. Construction of the

necessary fencing shall be completed within 30 days from when the Owner begins keeping the animal on the Lot.

Section 5. Fires. There shall be no exterior fires on the Lots, except for those that comply with the following specifications. Fires must be contained in a safe, pre-built fire ring with a minimum of 5 feet concrete or brick ring around them, and at least 10 feet from the house or any other structure that might burn, including, but not limited to the home, sheds, garages or fences. Barbecue fires contained within receptacles designed for such purpose are also permitted.

Section 6. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

Section 7. Leases. Any lease agreement between a home owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by lessee to comply with the terms of such documents and rules shall be a default under the lease. Furthermore, all leases shall be in writing.

Section 8. Orderly Garages. Each owner shall keep his garage area in a neat, orderly, safe condition with all storage areas completely enclosed. Garages shall be used for the parking of motor vehicles, storage and workshop purposes all pursuant to such rules. Garage doors shall be closed when premises are not in use.

Section 9. Nuisances. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done there on which may become an annoyance or nuisance to the Project. No lot shall be used for any illegal purpose.

Section 10. Violation Constitutes a Nuisance. Any act or omission, whereby any restriction or 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 the Declarant or affected property owners and such remedy shall be deemed to be cumulative and not exclusive.

Section 11. Antennas. No television, radio, satellite dishes, or other external antennas shall be erected, laced, or maintained upon any of the land, or in the front of any building constructed thereon without the prior approval of the Review Board and said Review Board shall have the right to remove or cause removal of the antennas erected, placed, or maintained without said prior approval.

Section 12. Signs. No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, except a lot owner can place a “for sale” sign not larger than two (2) feet by three (3) feet on his lot. This section shall not apply to Declarant so long as Declarant owns one or more lots in the Project, including additional phases as may be annexed in to the Project from time to time.

Section 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Water Supply. No individual water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Utah, Hurricane City.

Section 15. Inoperable Motor Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, part or portion of the property for a period exceeding 30 days, the Declarant may remove the inoperable motor vehicle after a 10-day written notice. The cost and expense of such removal shall be borne by the lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, “inoperable motor vehicle” shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than thirty (30) days.

No automobile, recreation or commercial vehicle, or other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced or repaired, or repainted on any lot unless performed within a completely enclosed garage or other structure and located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots.

Section 16. Care and Maintenance of Lot. The owner of each lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

Section 17. Developer Exemption. The developer is exempt from all constraints in this Declaration.

V. GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or its successors interest, or the Review Board, or any owner, shall have the right to sue for damages, or to enforce by any proceeding in junctive or otherwise, at law or in equity, all restrictions conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. In any such action, the prevailing party shall be entitled to reimbursement of their costs and expenses ,including all reasonable attorney's fees, with or without litigation. In the event any covenant, conditions, or restriction included herein is consistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of Hurricane City, the ordinances shall govern so long as the restrictions contained in the ordinances are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the ordinances of the City of Hurricane City, owners shall be subject to the enforcement of the terms of this Declaration.

Section 2. Severability. Construction and Validity of Restrictions. All of said conditions, covenants and restriction contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, any part thereof ,is in valid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and lot owners, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared in valid or in operative or for any reason become unenforceable.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable the Declarant, or the owner of any Lot subject to this Declaration, the irrespective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years.

Section 4. Gender and Grammar. The singular wherever used in this Declaration 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 5. Attorney Review. An owner, by acceptance of a deed or other instrument of conveyance, acknowledges that he has had this Declaration reviewed by independent legal counsel or that he has foregone the opportunity for such legal review and, notwithstanding, whether the owner has had this document reviewed by legal counsel, that he understands and accepts all the terms contained herein.

Section 6. General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of the Owners including, but not limited to access and utility easements, road easements, pedestrian easements and drainage easements.

Section 7. Interpretation of the Covenants. Except for judicial construction, the Review Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Review Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

VI. AMENDMENT

Section 1. Declarant's Right to Amend. Until all portions of "Hurricane Fields Estates Subdivision" land are developed and sold, or until the right to enlarge the project through the addition of tracts or subdivisions terminates, whichever event last occurs, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration and/or the Plats may be reasonably necessary or desirable: (i) to adjust the boundaries of the Lots; (ii) to more accurately express the intent of any provisions of this Declaration in the light of the existing circumstances or information; (iii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Restrictive Covenants; (iv) to facilitate the practical, technical, administrative or functional integration of any additional tractor subdivision in to the Project in subsequent phases or on certain lots in subsequent phases; or (v) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

Section 2. Lot Owners Right to Amend. Subject to Section 1, this Declaration may be amended during the first twenty (20) year period by any instrument signed by not less than seventy percent (70%) of the lot owners (including lots owned by Declarant, if any), and there after by an instrument signed by not less than sixty percent (60%) of the

lot Owners (including lots owned by Declarant, if any), which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah.

Section 3. 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 Grantor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document on the day and year first above written.

Tera Lucky
Falcon Crest LLC
By: Tera Lucky
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF ~~IRON~~ Salt Lake)

On the 27 day of May, ²⁰²¹~~2017~~, personally appeared before me Tera Lin Lucky, who being duly sworn, says that he is the Manager of the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization, operating agreement, or by authority of a resolution of its members, and said Manager acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

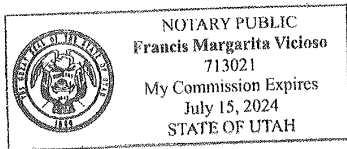


EXHIBIT A
Legal Description

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; ; THENCE N00°16'42"E ALONG THE WEST SECTION LINE 1,868.58 FEET; THENCE S89°43'18"E 25.00 FEET TO THE POINT OF BEGINNING; THENCE N00°16'42"E 770.73 FEET; THENCE N00°16'38"E 287.23 FEET; THENCE S89°50'21"E 958.96 FEET; THENCE N00°16'58"E 982.76 FEET; THENCE S89°50'21"E 672.24 FEET; THENCE S00°09'39"W 2,423.66 FEET; THENCE N89°44'35"W 328.16 FEET; THENCE N00°15'33"E 77.35 FEET; THENCE S61°13'55"W 159.43 FEET; THENCE N89°44'35"W 150.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 25°25'45"; THENCE WESTERLY ALONG THE ARC 266.29 FEET; THENCE N64°18'50"W 33.82 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 12°26'31"; THENCE WESTERLY ALONG THE ARC 130.29 FEET; THENCE N00°16'51"E 25.60 FEET; THENCE N.00°16'42"E. 240.24 FEET; THENCE N89°50'37"W 607.14 FEET TO THE POINT OF BEGINNING.
CONTAINING 2,759,674.97 SQUARE FEET OR 63.3534 ACRES.

Tax Serial No. H-3-2-10-42112