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Amended Restrictive Covenants Page 1 of 28
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The Canyons RV Homeowners Association

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**Record against the property
described in Exhibit A**

THIRD RESTATED AND AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE CANYONS R. V. RESORT

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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**THIRD RESTATED AND AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE CANYONS R. V. RESORT**

This Third Restated and Amended Declaration of Protective Covenants, Conditions, and Restrictions of The Canyons R. V. Resort ("Third Restated and Amended Declaration") restates, amends, and supersedes the following:

- Second Restated and Amended Declaration of Protective Covenants, Conditions, and Restrictions of the Canyons R. V. Resort, recorded with the Washington County Recorder on September 27, 2019, as Document No. 20190039494 ("Second Restated and Amended Declaration");
- First Amendment to the Second Restated and Amended Declaration, recorded with the Washington County Recorder on November 24, 2020, as Document No. 20200067730; and
- Any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions of the Canyons R. V. Resort, whether or not recorded with the Washington County Recorder.

This Third Restated and Amended Declaration of Covenants, Conditions, and Restrictions of The Canyons R. V. Resort effects the real property described in Exhibit A.

Terms contained in this preamble and the Recitals below, which are hereafter defined in Article I, shall be given the meaning assigned to them in Article I.

RECITALS

A. The Association and its Members declare that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens, hereinafter set forth, and as set forth in the Plat on file with the Washington County Recorder.

B. This Third Restated and Amended Declaration is undertaken pursuant to Article XII, Section 3, of the Second Restated and Amended Declaration, and was approved by at least two-thirds (2/3) of all the Lots Owners represented in person or by proxy at a meeting held for the purpose of approving this Third Restated and Amended Declaration on the 13th day of October, 2021.

C. These Recitals shall be deemed covenants as well as recitals.

NOW, THEREFORE, for the foregoing purposes, the Association declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the amended covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and as set forth in the Plat.

I. DEFINITIONS

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

1. **Association** shall mean and refer to THE CANYONS RV HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

2. **Articles and Bylaws** shall mean and refer to the Articles of Incorporation and the Bylaws, respectively, of the Association as such have been or may be amended from time to time.

3. **Board of Directors and the Board** shall mean and refer to the Board of Directors of THE CANYONS RV HOMEOWNERS ASSOCIATION.

4. **Common Areas** shall mean and refer to that portion of the property, which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

5. **Declarant** shall mean and refer to WESTERN RANCHES, INC., its successors and assigns, or with any successor or assign to whom all or substantially all of its interest in the development of the Property is conveyed. The Declarant entity is an expired company and is no longer doing business (references herein to the Declarant are for historical purposes and context).

6. **Declaration** shall mean and refer to this instrument as the same may hereafter be modified or amended.

7. **Development** shall mean and refer to THE CANYONS R. V. RESORT created pursuant to the Original Declaration as it exists at any given time.

8. **Living Units** shall mean and refer to any portion of a Recreational Vehicle, Park Model, or Stick-Built Home situated upon the Property designed and intended for the use and occupancy of a manager or residence by a single family.

9. **Lot** shall mean and refer to any of the separately numbered and individually described plots of land shown on the Plat.

10. **Member** shall mean and refer to every person who holds membership in the Association.

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

12. **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. Notwithstanding 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.

13. Plat shall mean and refer to the amended and extended plat of "THE CANYONS R. V. RESORT" consisting of two pages, prepared and certified by Rosenberg Associates and recorded in the office of the Recorder of Washington County, Utah, filed concurrently with this Declaration.

14. 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.

15. Recreational Vehicle and Park Model shall mean and refer to a single-family residential unit constructed off premises and transported to a Lot, specifically including motorized and non-motorized wheeled recreational vehicles and park model units which are titled as recreational or motor vehicles but excluding tent trailers and manufactured homes. The maximum size of a Recreational Vehicle or Park Model shall be six hundred (600) square feet.

16. Stick-Built Home shall mean and refer to a single-family residential unit constructed on premises.

II. DESCRIPTION OF PROPERTY

The Property which is initially associated with the Development and which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Hurricane City, Washington County, State of Utah, and more particularly described below.

The property shall consist of up to 168 improved Lots for Recreational Vehicles, Park Models, and Stick-Built Homes and related streets and other Common Areas as shown on the plat.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or

discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, line, cables, wires, utility lines, and similar facilities.

III. MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. **Voting Rights.** Members shall be all of the Owners. Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any Lot.

3. **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

IV. PROPERTY RIGHTS IN COMMON AREAS

1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment including, but not limited to, the right of ingress and egress to and from the Owner's Lot and in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may grant the use and enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Lot. There shall be no easement, however, to the storage area, if ever developed, and a Member's right to use the storage area shall be governed by separate contract with the Association, which shall not be assignable.

2. **Form For Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

All of Lot _____ of THE CANYONS R. V. RESORT, according to the official plat thereof, subject to the Third Restated and Amended Declaration of Protective Covenants, Conditions, and Restrictions, as amended, all on file in the office of the Washington County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of the Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3. Reserved.

4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The Board may suspend the voting rights of a Member for any period during which an assessment remains unpaid. The Board may also, after Notice and Hearing, suspend the voting rights of a Member and the right of the Member to use the Common Area and Facilities during and for up to sixty (60) days following any breach by such Member or occupant of any provision of this Declaration or of any Rule or Regulation adopted by the Association unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas.

(c) The right of the County of Washington and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection and providing any other governmental or municipal service;

(d) The right of the Association to dedicate, transfer, or sell all or any part of the Common Areas to any person, entity, public agency, or authority subject to such conditions as may be agreed to by the Association. Any such dedication, transfer, or sale must, however, be assented to by sixty-seven percent (67%) of the voting interests of the membership. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date. The Association is authorized to execute and record any documents necessary to effectuate any such dedication, transfer, or sale once such action is approved by the Members.

(e) The requirement that all persons under age eighteen (18) be accompanied by an adult Member (Members eighteen (18) years of age or older) while in the clubhouse.

(f) The right of the Association to charge reasonable admission, storage fee, benefitted assessment, and other fees for the use of the Common Areas.

(g) The right of the Association to enter upon Lots to perform such maintenance, repairs, and corrective work as the Association is permitted to do.

(h) The right of the Association to limit access to a "Storage Area" to those Owners who pay a storage fee to use such area and sign any waiver or release document required by the Association.

5. **Encroachments.** If any portion of a permanent improvement encroaches upon the Common Areas or other Lots, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. However, there shall be no construction over utility or sprinkler lines.

V. ASSESSMENTS

1. **Personal Obligation and Lien.** Each Owner for each Lot owned shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in this Article, together with the hereinafter provided for interest, late fees, attorney's fees, and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself/herself/itself or the Owner's Lot from liability for payment of assessments by waiver of the Owner's rights concerning the Common Areas or by abandonment of the Owner's Lot. Any such liens, however, shall be subordinate to the lien or equivalent security interest of any first Mortgage on the unit recorded prior to the date any such common expense assessments become due.

2. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of the following: taxes and insurance on the Common Areas; maintenance, repair, replacement, and improvement of the Common Areas; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Articles of Incorporation.

3. **Base for Monthly Assessments.** Lots are assessed a base monthly assessment at the following rates per month, which are subject to change:

Vacant/unimproved Lots:	\$ 3.00 (may be billed annually)
Lots without Landscaping:	\$ 20.00 (during 12-month grace period)
Lots without Landscaping:	\$ 45.00 (after 12-month grace period)
Landscaped Lots:	\$ 45.00

4. Date of Commencement of Base Monthly Assessments. The Board shall authorize and levy the amount of the base monthly assessment upon each Lot, as provided herein, by a majority vote of the Board. The Board has the authority to periodically change the rates of the base monthly assessments, and such changes have previously occurred. The Board shall fix the amount of the base monthly assessment against each Lot at least thirty (30) days in advance of each monthly assessment period. Written notice of any change in the amount of any base monthly assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

5. Benefitted Assessments. In addition to any other assessment or charge authorized by the Association's governing documents, the Association may levy a benefitted assessment against particular Lots to cover costs pursuant to services which may be authorized by the Board which benefit or serve a particular Lot or Lots. Such benefitted assessments may include, without limitation, charges for water provided to Lots and paid by the Association and charges for utilizing the Association's RV storage area.

6. Corrective Assessments. In addition to any other assessment or charge authorized by the Association's governing documents, the Association may levy corrective assessments against a particular Owner and the Owner's Lot to pay the following: (i) costs directly attributable to, or reimbursable by, that Owner, equal to the costs incurred by the Association for corrective action, performed pursuant to the provisions of this Declaration, including without limitation Article VI, Sections 1 and 2; Article VII, Article VIII concerning architectural standards adopted thereunder, plus interest and other charges on such corrective assessments; (ii) costs incurred by the Association attributable to violations by an Owner of this Declaration which require or allow the Association to take corrective action to cure the Member's violation; and (iii) attorney fees and costs incurred hereunder.

The Board shall deliver a Notice of Corrective Assessment to the Owner upon whom it intends to levy a Corrective Assessment. Corrective Assessments shall be due and payable within (45) days following delivery of Notice of Corrective Assessment and shall bear interest thereafter at the rate of eighteen percent (18%) per annum until paid in full.

7. Special Assessments. In addition to any other assessment or charge authorized by the Association's governing documents, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable for being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessment must be assented to by more than fifty percent (50%) of all

votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

8. Quorum Requirements. The quorum required for any action authorized by Section 7 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 7) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

9. Equal Rate of Special Assessment. Unless the Board determines that justice requires otherwise, special assessments shall be fixed at a uniform (equal) rate for all Lots.

10. Capital Improvement Assessment. For each vacant/unimproved Lot which is improved after the date this Third Restated and Amended Declaration is recorded with the Washington County Recorder's office, the Owner of such Lot shall pay the Association a one-time capital improvement assessment in the amount of \$180.00. This capital improvement assessment for Lots 1-4, 6-18, 20-35, 101-112, and 159 is waived on the basis that Western Commercial Real Estate, PLLC (the Owner of such Lots) will provide in-kind services to the Association in the form of maintaining, repairing, upgrading, and replacing the relocated sewer lift station, pump, and pressure line.

11. Reinvestment Fee Assessment. In addition to any other assessment or charge authorized by the Association's governing documents, upon the conveyance or transfer of a Lot, there shall be a reinvestment fee charged to the buyer or seller, as the buyer and seller may determine, comprised of one or more of the following charges:

(a) an assessment determined pursuant to resolution of the Board and charged for:

- (1) common planning, facilities, and infrastructure;
- (2) obligations arising from an environmental covenant;
- (3) community programming;
- (4) recreational facilities and amenities; or
- (5) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

(b) No reinvestment fee assessment shall exceed one-half percent (0.5%) of the fair market value of the Lot, plus all improvements thereon. When the seller is a financial institution, the reinvestment fee assessment shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00). The Association may assign the charges in this Section 11 directly to the Association's manager.

(c) A reinvestment fee covenant recorded on or after March 16, 2010, may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order;

(iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(d) Subject to the other provisions in this Section 11, the Board may determine the amount of the reinvestment fee. Unless otherwise approved by the Owners through a subsequent amendment to this Declaration, the amount of the reinvestment fee established by the Board shall not exceed Two Hundred and Fifty Dollars (\$250.00).

The Association is authorized to record against the Lots any separate notice required by law to effectuate this reinvestment fee assessment.

12. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

13. Effect of Non-payment -- Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot, provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payments. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, a late fee shall be assessed for each month the assessment is delinquent. The amount of such late fee shall be determined by the Board and may be changed from time to time by the Board. Unless otherwise set or changed by the Board, the late fee shall initially be set at Ten Dollars (\$10.00).

14. Tax Collection from Lot Owners by Washington County Authorized. It is recognized that under this Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Washington County. It is further recognized that each Owner of a Lot is a Member of the Association and as part of the Owner's base monthly assessment will be required to pay to the Association the Owner's pro rata share of such taxes. Notwithstanding anything to the contrary contained in this Declaration, or otherwise, Washington County shall be, and is, authorized to collect such pro rata share (on equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Washington County is hereby directed so to do. In the event that the assessor shall separately assess Common Areas to the Association, the Board may require, in its discretion a special assessment to pay such taxes, or they may be included in the regular assessment budget.

VI. OPERATION AND MAINTENANCE

1. Maintenance of Lots and Living Units. The Association shall be responsible for maintaining the lawns located on a Lot. However, the remaining area of a Lot, including without limitation, landscaping of the front, side, and rear yards, shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to adversely affect the value or use of any other Lot. The Association shall have no obligation regarding maintenance or care of Lots except as provided in this Section 1 and Section 2 of this Article VI.

2. Operation and Maintenance by Association. The Association, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. Notwithstanding the provisions regarding Lot maintenance by Owners, in the event an Owner of any Lot in the Property shall fail to maintain the Owner's Lot in a manner satisfactory to the Architectural Control Committee or the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, employees, or through an independent contractor to enter upon such Lot and repair, maintain, and restore the portion of the Lot maintainable by the Owner. The costs incurred by the Association in maintaining, repairing, or restoring those portions of a Lot maintainable by the Owner shall then be added to and become an assessment and lien against the Lot and subject to collection as described in Article V, Section 6, of this Declaration.

3. Utilities. The Association shall pay for the monthly garbage for each Lot and the Association's share of the power to the sewer lift station. If the sewer lift station is relocated pursuant to the Association's Sewer Lift Agreement with Western Commercial Real Estate, PLLC, or any similar document, then the Association shall pay its pro rata share of the power to the sewer lift station as calculated under such agreement. The Association shall pay for the water service provided to Lots which are not separately metered for water service. The Association may charge the Owners of such Lots a benefitted assessment for the water service paid by the Association. In determining the amount of such benefitted assessment, the Association may estimate the yearly expenses for such water service but may recalculate such amount periodically, as the Board deems necessary. The Owners of lots which are separately metered for water service shall be responsible to pay the water bill for the Owner's individual Lot. All Owners are still required to pay their pro rata share of assessments for water service to the Common Areas. Each Lot Owner shall pay for all other utility services including without limitation power and sewer which are separately billed or metered to individual Lots by the utility or other party furnishing such service.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

- (a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in

form and substance similar to: "THE CANYONS RV HOMEOWNERS ASSOCIATION for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear."

(b) A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Development because of negligent acts of the Association or other Owners.

(c) A fidelity policy or policies to protect against dishonest acts on the part of Directors, Officers, Manager, Employees of the Association and all others (including volunteers) who handle or are responsible for handling funds of the Association. This fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the Association's estimated annual operating expenses including reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Said policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to all first Mortgagees of Lots.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.

(2) All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or equivalent rating. Each insurer must be specifically licensed in the State of Utah.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

(5) 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 Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a 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.

(6) Notwithstanding any provisions to the contrary herein, so long as the Mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a Lot in the Development or owns a Lot, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the Mortgagee or its designee.

(7) Mortgagee Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(8) Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.

(9) Lots, Recreational Vehicles, Park Models, and Stick-Built Homes Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering any Lot, Recreational Vehicle, Park Model, or Stick-Built Home and acts and events occurring thereon.

(10) Unacceptable Policies. Policies are unacceptable where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions or assessments may be made against the Lot Owner or Mortgagee or Mortgagee's designee; or (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Lot Owner, Mortgagee, or Mortgagee's Designee from collecting insurance proceeds.

(11) **Flood Insurance.** The Development is not located in an area identified by the U.S. Department of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Development should be declared to be in such flood area, a blanket policy of flood insurance on the Project shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Lots comprising the Development or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time.

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. The Association, through its Board, shall perform background checks and obtain references on any proposed Manager in advance of entering into a management agreement. The attorney for the Association shall review any proposed management agreement.

6. **Terms of Management Agreement.** Any agreement for professional management of the Development 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.

VII. USE RESTRICTIONS

1. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas, except as may be approved by a three-member clubhouse committee appointed by the Board, or if such committee is not appointed, by the Board itself, for commercial services provided for the benefit of Lot Owners. Costs of repair for damage to the Common Areas caused by Members or their guests, relatives, invitees, or assigns will be assessed as a Corrective Assessment.

2. **Use of Lots.** All Lots, except those containing recreational amenities (if any), shall be used only for Stick-Built Homes and for commercially built Recreational Vehicles and Park Models that are in good condition and not more than ten (10) years old when installed, unless approved by the Architectural Control Committee. Any exceptions to the minimum size and maximum size of Recreational Vehicles or Park Models as set forth in Article I must be approved by the Architectural Control Committee. All Recreational Vehicles, Park Models, and Stick-Built

Homes shall be a complete modern Living Unit, equipped with plumbing for toilet and bath facilities according to State and County Health Department regulations. All occupied Recreational Vehicles, Park Models, and Stick-Built Homes shall have inside plumbing and shall be connected to utilities (water, sewer, and electricity).

Within forty-five (45) days after a Park Model is installed upon a Lot, it shall be equipped with a complete undercarriage coverage known as skirting to be of masonry material or other material as approved by the Architectural Control Committee prior to application. All tongues and/or towing devices shall be removed from the Park Model prior to skirting. All Park Models must be secured to a concrete foundation with metal tie down straps or other fasteners, all in accordance with Hurricane City Ordinance and Building Codes.

Stick-Built Homes shall only be permitted on Lots with utility meters that allow for individually measured utility usage. The maximum size of a Stick-Built Home shall be nine hundred (900) square feet or fifty percent (50%) of the square footage of the Lot, whichever is less. The size of a Stick-Built Home shall be determined by summing the square footage of the Living Unit and all other structures under roof on the Lot whether attached or detached from the Living Unit, including storage buildings, porches, covered patios, cabanas, awnings, carports, etc. This provision might decrease but shall not increase any other limits on the size of an allowed structure, including the limits on detached storage buildings.

Suitable storage or coverage must be provided for all property or materials to be stored on the premises and no loose property or materials of any kind shall be stored outside to detract from appearances. No detached buildings or outbuildings shall be constructed on any residential Lot other than one detached storage building no larger than one hundred and forty-four (144) square feet constructed of new material approved by the Architectural Control Committee. Cabanas or covered patios attached to a Recreational Vehicle or Park Model may be constructed if approved by the Architectural Control Committee.

An Owner may construct a carport. All carport plans must come before the Architectural Control Committee and be approved before construction is commenced. All such construction must conform to standard building practices, be approved by Hurricane City Building Inspection, and approved by the Architectural Control Committee.

All Lots shall be improved with a concrete pad for two car parking. Such concrete pad shall be provided by the Lot Owner prior to the moving on of a Recreational Vehicle or Park Model. Lighting and utility hookups are to be provided by the Association. All Recreational Vehicles, Park Models, and Stick-Built Homes or other structures, are required to have a front setback a minimum of twenty (20) feet. No Lot shall be used, occupied, or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner or in a way that would result in an increase in the cost of insurance covering the Common Areas. No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of a normal residential barbecue or other similar outside grill.

The Owner of a Lot shall make certain that all persons or interested entities who perform work on any Recreational Vehicle, Park Model, or Stick-Built Home shall be bonded, licensed contractors in the State of Utah. Further, it shall be the responsibility of the Lot Owner to see that all such contractors remove all debris from the Property and Lot and that the Property and Lot shall be maintained in a clean and sanitary condition during all stages of construction. If the contractor fails to remove the debris from the Property or keep the Lot and Property in a safe and sanitary condition, then the Owner of such Lot shall be responsible for all cleanup and maintenance of the Lot and the Property. If the Lot Owner fails to keep the Lot and Property clean and maintained in a state of good condition, and upon approval of the Board, the Association may cause the Lot and the Property to be cleaned and maintained and include such costs in the assessment against the Lot.

3. Walls / Private Fences.

(a) Walls Abutting Public Lands. Any wall built by the Association or Declarant to separate the Property from public lands shall be maintained by the Association as to the exterior surface and as to the interior of the wall by the Owner of the Lot for the that portion of the wall on the Owner's Lot. Any modifications to the wall made by an Owner must be approved in advance and in writing by the Architectural Control Committee. If such a wall is destroyed or damaged by fire or other casualty the cost or repair or replacement shall be shared equally by the Owners and the Association according to their pro rata share of the obligation to maintain the wall. Notwithstanding any other provision of this Article, an Owner who by such Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(b) Private Fences. Private fences may not be constructed by an Owner unless approved by the Architectural Control Committee. Maintenance and repair of Private Fences shall be the sole responsibility of the Lot Owner.

4. Landscaping.

(a) New Lot Owners. Each Lot Owner who acquires a Lot after the date of recording of this Declaration shall submit for approval of the Architectural Control Committee a landscape plan. Said plan must be submitted and approved prior to moving a Recreational Vehicle or Park Model or constructing a Stick-Built Home on the Lot. The landscape plan must be installed on the Lot within six (6) months of moving in and shall be landscaped in harmony with the predominant landscaping scheme within the Property. Front and back yards shall be landscaped, kept free of weeds and debris, and maintained by the Owner.

(b) Existing Lot Owners. Each Lot Owner who acquired the Lot prior to September 27, 2019, was required to submit a landscaping plan and obtain approval from the Architectural Control Committee for such plan and the installation of landscaping on the Lot by September 27, 2020. Each Lot Owner who acquired the Lot after September 27, 2019 but prior to the recording of this Declaration must submit a landscape plan to the Architectural Control Committee, receive approval for the landscape plan, and the approved landscape plan must be installed on the Lot within six (6) months of moving in and shall be landscaped in harmony with the predominant landscaping scheme within the Property. Said plan must be submitted and approved prior to moving a Recreational Vehicle or Park Model or constructing a Stick-Built Home on the Lot. Front and back yards shall be landscaped, kept free of weeds and debris, and maintained by the Owner.

(c) Approval of Landscape Plan. Each Lot Owner must submit a landscape plan to the Architectural Control Committee and receive approval of such plan prior to installing or changing the landscaping on the Lot.

(d) Xeriscape. an Owner may xeriscape the Owner's Lot upon approval by the Architectural Control Committee of the Owner's landscaping plan which includes such xeriscape. Installation of xeriscape does not exempt the Owner from paying any assessment amount levied by the Association.

(e) Failure to Landscape. In the event an Owner fails to submit a landscape plan, fails to construct the landscape improvements as required above, or fails to maintain the landscaping in a state of good repair, the Board may correct the problem and levy a Corrective Assessment for the costs incurred in correcting the problem.

5. Non-residential Use. No part of the Property shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes, except an Owner may conduct business as a Home Occupation approved by Hurricane City, provided there is no increase in traffic, noise, or parking. The Owner must file an application/request to be submitted to Hurricane City with the Board prior to the City taking action thereon. A copy of any approved Home Occupation license shall be filed with the Board by the Owner.

6. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot except one sign for each Lot of no more than 18" x 24" (normal real estate size) advertising the property for sale or rent.

7. Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of the Owners' respective Lots or which shall in any way increase the rate of insurance.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, or other outbuilding shall be used on any Lot at any time as a residence, either

temporarily or permanently. Storage sheds may be constructed on the Lot upon approval of the Architectural Control Committee. Sheds must be located at the rear of the building Lot and comply with setback standards established by Hurricane City. Any changes or additions to the existing improvements may be done only with the written approval of the Architectural Control Committee.

9. Animals. No animals of any kind shall be raised, bred, or kept on any Lot, except that cats or other quiet household pets may be kept inside of the Recreational Vehicle, Park Model, or Stick-Built Home. Animals may not be kept, bred, or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise or otherwise, to Lot Owners. No animals in excess of thirty-five (35) pounds are permitted on the Property, and the Association, through the Board, is vested with the right to cause any animal that becomes an annoyance to other Lot Owners to be removed and to include the cost of removal in the Assessment for the Lot of the subject Owner. This provision concerning animals in excess of thirty-five (35) pounds will not apply to Owners who had an animal in excess of thirty-five (35) pounds before November 24, 2020, except that if such animal is sold, dies, or is otherwise disposed of, it can only be replaced by an animal of less than thirty-five (35) pounds. All Owners of pets shall be responsible for the clean-up of pet's waste. There shall be no outside animal pens or kennels.

10. Garbage Removal, Clothes Lines, Equipment, Etc. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Outdoor clothes lines are not permitted. Refuse containers other than those provided, storage areas, machinery and equipment shall be prohibited upon any Lot unless prior approval is obtained from the Architectural Control Committee. No elevated tanks of any kind may be placed on the Property.

11. Vehicles. No wrecked automobiles, non-registered automobiles, or repair of automobiles shall be allowed either on the street or on the Lot. No more than one (1) Recreational Vehicle, Park Model, or Stick-Built Home plus two (2) other parked vehicles will be permitted or maintained upon any Lot. No ATV; OHV; trailers, including but not limited to cargo, camp, and boat trailers; or boats shall be permitted on a Lot on the streets and Common Areas on more than one (1) occasion, for up to 72 hours in any seven (7) day period. All vehicles, ATVs, OHVs, trailers, boats, and automobiles (motorized and non-motorized), in violation of this section may be towed by the Association, through its Board, at the Owner's expense, such expenses to be levied as a Corrective Assessment under the terms of this Declaration. No commercial type vehicles shall be allowed either on the streets or on the Lots, except for those which are on service calls or making deliveries. All ATVs, OHVs, trailers, and boats are required to be parked in the designated storage area, if any. Any exceptions to the provisions of this Section must be granted in writing in advance by the Board. Lot Owners may not conduct major repairing or overhauling of vehicles on the Property.

(a) Until such time, as a "Storage Area" is designated and constructed, Lot Owners shall have the right to park up to 2 ATV's or OHV's on the back section of the concrete portion of their Lot (they cannot be parked on the lawn), so long as they are covered with a fitted cover, (not a tarp, or similar item). An ATV trailer, OHV trailer, boat

and/or trailer, cargo trailer or other similar items, shall still be governed under the existing Section 11 of Article VII (i.e., 72 hours in any 7-day period). The Lot Owners will be responsible for finding a suitable place to store their ATV or OHV trailers.

(b) At such time as a "Storage Area" is designated and constructed, Subsection 11(a) of this Article VII shall be null and void and the right granted therein shall cease and shall not be construed as being an existing condition, or as commonly referred to as "Grandfathered In". Once a "Storage Area" is constructed, no ATV, OHV, or other similar items may be stored on a Lot, but must be stored in the Storage Area or outside of the Development.

(c) The Association may charge a benefitted assessment, or storage fee, to those Owners who use the "Storage Area." The Board may determine the amount of such benefitted assessment, or storage fee.

(d) The Association may require any Owner using the "Storage Area" to sign a waiver releasing the Association of any liability for damage, lose, injury, and other similar claims which may arise from the Owner's use of such area and storage of personal property items.

(e) The riding of ATV's and OHV's within the park, shall comply with this Declaration, the laws and ordinances of the State of Utah, Washington County, and Hurricane City.

12. Setbacks. All yard setbacks shall be as required by Hurricane City Ordinance.

VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board may appoint a three-member Committee, the function of which shall be to ensure that all landscaping, buildings, and structures within the Property harmonize with existing surroundings and structures. Said Architectural Control Committee shall serve at the pleasure of the Board. If no Committee is appointed by the Board, then the Board shall serve as the Architectural Control Committee.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee 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 Board may formulate general guidelines and procedures. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the Architectural Control Committee, or the Board, as the case may be, shall act in accordance with such guidelines and procedures.

3. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted. The Committee shall provide written notice of its approval or disapproval to the applicant.

4. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the activity. All contractors must be bonded and licensed in the State of Utah.

5. Disclaimer of Liability. Neither the Architectural Control Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings, or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

6. Nonwaiver. The approval by the Architectural Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Committee to disapprove any similar plans and specifications.

7. Stick-Built Homes. No Owner or any other person may construct a Stick-Built Home on any Lot within the Property without first obtaining approval from the Architectural Control Committee. Before construction begins, plans and specifications showing, without limitation, the nature, kind, shape, height, materials, colors, and location of the Stick-Built Home must be submitted to and approved by the Architectural Control Committee. A valid building permit for the Stick-Built Home must also be provided to the Architectural Control Committee before construction work commences. All debris left by construction activity shall be promptly cleaned up by the Owner or the Owner's contractor.

IX. CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Lot Owners in these proceedings, negotiations, settlements, or agreements. All compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Association which are proceeds for the taking of any portion

of the Common Areas shall be disposed of in such manner as the Association shall reasonably determine; provided, however, that in the event of a taking in which any Lot(s) is eliminated, the Association shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner(s) of such Lot(s) to such Owner(s) and any first Mortgagee(s) of such Lot(s), as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

X. RIGHTS OF FIRST MORTGAGEES

1. **Notice to Mortgagees.** Notwithstanding any other provisions of this Declaration, the Association shall give written notice of the proposed change and the time, date, and place of the Members meeting at which the change will be voted upon to any first Mortgagee of a Lot wherever the following provisions concerning the rights of first Mortgagee shall be in effect:

(a) there occurs any substantial damage to or destruction of any Lot or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000.00. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction;

(b) there is any condemnation proceedings or proposed acquisition of a Lot or of any portion of the Common Areas within ten (10) days after the Association learns of the same; or

(c) any of the following matters come up for consideration or effectuation by the Association:

(i) abandonment or termination of the Planned Unit Development established by this Declaration; or

(ii) material amendment of the Declaration or the Articles or Bylaws.

2. **Notice of Meetings.** The Association shall give to any first Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such first Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

3. **Rights Upon Foreclosure of Mortgage.** Each holder of a first Mortgage (or Deed of Trust) on a Lot and any purchaser from it who comes into possession of the Lot by virtue of foreclosure of the Mortgage, or by deed or assignment in lieu of foreclosure, or pursuant to a power of sale, or otherwise will take the Lot free of, and shall not be liable for, any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

XI. RESERVED

XII. 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 the Managing Agent or the President of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Chairman or any member of such Committee.

2. Rules and Regulations. The Board shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners, and to establish penalties and fines for infractions thereof.

3. Amendment. An amendment to this Declaration shall require the affirmative vote of at least two-thirds (2/3) of the membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Notwithstanding the foregoing sentence, the Association and the Owners acknowledge that Association anticipates conveying a portion of its Common Area to Western Commercial Real Estate, PLLC and such Common Area will be converted to eight (8) new Lots. By approving this Declaration and any proposal to amend the Plat to identify these eight (8) additional Lots, the Owners further approve and authorize the Association or Western Commercial Real Estate, PLLC (or its successor or assignee) to unilaterally adopt and record an amendment to the Declaration or record a supplemental declaration to reflect the addition of these eight (8) Lots, to amend the legal description of the Property identified on Exhibit A, and/or to ensure that such Lots are bound by the covenants, conditions, and restrictions set forth in the Declaration.

Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

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 as more fully provided for in the Utah Revised Non-Profit Corporations Act.

5. Reserve Fund. The Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Lot Owners rather than by special assessments.

6. Lease Provisions. Any lease or rental agreement shall be in writing and provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association. All leases must further provide that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease. A copy of all leases shall be placed in the office of the Association by the Owner.

7. Non-Liability of Association. The Association shall not be liable, in any civil action brought by or on behalf of an Owner, for bodily injury occurring to an Owner, or an Owner's guests, invitees, licensees, or trespassers, on the Association's Common Area or limited common area. This immunity from liability shall not be effective if the Association causes bodily injury to the member on the Common Area or limited common area by its willful, wanton, or grossly negligent act of commission or omission. From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Owners shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the common area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use, and enjoyment, of the Common Area shall be within, under, and subject to the Association – and not Owners. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the common area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

8. Enforcement. This Declaration may be enforced by the Association and any Owner. Breach of any of the provisions contained in this Declaration and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings instituted by any Owner and/or by the Association. The offending party is entitled to such notice and rights to a hearing as provided for in the Association's governing documents. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection, and court costs.

(a) The result of every act or omission whereby any of the provisions contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner or by the Association.

(b) The remedies herein provided for breach of the provisions contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(c) The failure of the Association to enforce any of the provisions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(d) Any breach or amendment of the provisions contained in this Declaration or other governing documents of the Association shall not affect or impair the lien or charge of any first Mortgage made in good faith and for value on any Lot or the improvements thereon, provided that any subsequent Owner of such property shall be bound by such provisions of this Declaration and other governing documents of the Association, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

(e) The Association, through its Board, shall have the power to levy fines for violations of the Declaration and other governing documents of the Association. Fines may only be levied for violations of the Association's governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. The Board may adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines

9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association, all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration and failure to comply with any of the foregoing shall be grounds for an action by the Association or any aggrieved Owner for the recovery of (i) attorney fees and costs, and (ii) damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common

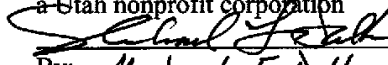
Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

11. Rule Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Declaration or other governing documents of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

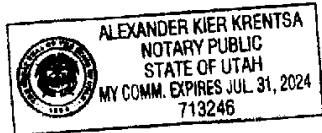
IN WITNESS WHEREOF, the President of the Association represents that pursuant to Article VIII Sections 1 and 2 of the Second Restated and Amended Declaration, this Third Restated and Amended Declaration was approved at a meeting of the Members called for this purpose by at least two-thirds (2/3) of all membership votes, after a quorum was established, represented in person or by proxy at such meeting and that written consent was also obtained.

THE CANYONS RV HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation


By: Michael F. Dalton
Its: President

STATE OF UTAH,)
 :ss.
County of Washington)

On this 15th day of December 2021, before me personally appeared Michael F. Dalton whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of The Canyons R.V. Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.





Notary Public

Exhibit A
(Legal Description)

This Third Restated and Amended Declaration of Protective Covenants, Conditions, and Restrictions of The Canyons RV Resort affects the following real property, all located in Washington County, State of Utah.

All of Lots 1-160, together with all Common Area, Canyons RV Resort Phase #1 Amended and Extended, and all of Lots 161-168, together with all Common Area, Canyons RV Resort Phase #1 Amended & Extended, Partial Amendment A, according to the Official Plats thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: H-CRV-1-1 through H-CRV-1-160 and H-CRV-1-161-PTA through H-CRV-1-168-PTA

Approved
S. P. Dalton, Pres.