

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0919

Amended CC & R'S PAGE 1 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



After Recording Return to:

Burt R. Willie

Vial Fotheringham, LLP

515 South 400 East, Suite 200

Salt Lake City, Utah 84111

**AMENDED, RESTATED & CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For

Zion Ridge Consolidated Planned Unit Development

In Kane County, Utah

THIS AMENDED, RESTATED & CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ZION RIDGE CONSOLIDATED PLANNED UNIT DEVELOPMENT (this "Declaration") is hereby adopted by Zion Ridge Owners Association, Inc. and Zion Ridge Phase II Owners Association, non-profit Utah corporations, for and on behalf of their Members, and made effective as of the date recorded in the Kane County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Kane County, Utah and more particular described as follows (the "Property"):

Parcel Nos. 152-1 through 152-33 and 152-OS and 152-RDS

1 BEG AT A PT S 89°39'38" E 2389.96 FT ALG THE SEC LINE FROM THE NW COR OF SEC 8 T41S R9W, SLB&M, & RUN; TH S 89°39'38" E 259.52 ALG THE SEC IINE TO THE N 1/4 COR OF SEC 8 T41S R9W, SLB&M; TH N 02°31'53" W 1,935.45 FT TO THE S'LY LINE OF NORTH FORK ROAD; TH SE'LY THE FOLLOWING (23) COURSES ALG THE W'LY LINE OF SAID NORTH FORK ROAD; TH SE'LY 45.58 FT ALG AN ARC OF A 2531.94 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS S 65°32'40" W LONG CHORD BEARS S 23°56'24" E 45.58 FT WITH A CENTRAL ANGLE OF 01°01'53"); TH S 23°25'28" E 475.46 FT; TH SE'LY 522.42 FT ALG AN ARC OF A 588.47 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 66°34'32" E LONG CHORD BEARS S 39°07'14" E 318.40 FT WITH A CENTRAL ANGLE OF 31°23'31"); TH SE'LY 171.44 FT ALG AN ARC OF A 453.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 35°11'01" E LONG CHORD BEARS S 65°39'30" E 170.42 FT WITH A CENTRAL ANGLE OF

21°41'02"); TH S 76°30'01" E 169.06 FT; TH E'LY 22.68 FT ALG AN ARC OF A 222.16 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 13°29'59" E LONG CHORD BEARS S 79°25'29" E 22.67 FT WITH A CENTRAL ANGLE OF 05°50'56"); TH E'LY 104.66 FT ALG AN ARC OF A 222.16 FT RADLUS CURVE TO THE LEFT (CENTER BEARS N 07°39'04" E LONG CHORD BEARS N 84°09'17" E 103.70 FT WITH A CENTRAL ANGLE OF 26°59'35") ALG THE S'LY LINE OF SAID NORTH FORK ROAD; TH NE'LY 197.01 FT ALG AN ARC OF A 222.16 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 19°20'31" W LONG CHORD BEARS N 45°15'14" E 190.61 FT WITH A CENTRAL ANGLE OF 50°48'30") TH E'LY 306.70 FT ALG AN ARC OF A 109.49 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS S 70°09'01" E LONG CHORD BEARS S 79°54'10" E 215.82 FT WITH A CENTRAL ANGLE OF 160°29'42") TH SE'LY 331.28 FT ALG AN ARC OF A 380.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS S 89°39'19" E LONG CHORD BEARS S 24°37'49" E 320.89 FT WITH A CENTRAL ANGLE OF 49°57'00") TH SE'LY 116.88 FT ALG AN ARC OF A 135.00 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS S 40°23'41" W LONG CHORD BEARS S 24°48'09" E 113.26 FT WITH A CENTRAL ANGLE OF 49°36'20"); TH S 152.06 FT; TH S'LY 186.15 FT ALG AN ARC OF A 303.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS E LONG CHORD BEARS S 17°35'59" E 183.23 FT WITH A CENTRAL ANGLE OF 35°11'57"); TH S 35°11'57" E 200.01 FT; TH S'LY 130.97 FT ALG AN ARC OF A 185.00 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS S 54°48'03" W LONG CHORD BEARS S 14°55'04" E 128.25 FT WITH A CENTRAL ANGLE OF 40°33'46"); TH S 05°21'49" W 106.56 FT; TH S'LY 104.37 FT ALG AN ARC OF A 480.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS S 84°38'11" E LONG CHORD BEARS S 00°51'56" E 104.16 FT WITH A CENTRAL ANGLE OF 12°27'29") TH S'LY 74.24 FT ALG AN ARC OF A 480.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 82°54'20" E LONG CHORD BEARS S 11°31'41" E 74.21 FT WITH A CENTRAL ANGLE OF 08°52'02"); TH S 15°57'42" E 582.27 FT; TH S'LY 141.50 FT ALG AN ARC OF A 840.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 74°02'18" E LONG CHORD BEARS S 20°47'15" E 141.33 FT WITH A CENTRAL ANGLE OF 09°39'05"); TH S 25°36'47" E 307.65 FT; TH SE'LY 280.61 FT ALG AN ARC OF A 235.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS N 64°23'13" E LONG CHORD BEARS S 59°49'14" E 264.23 FT WITH A CENTRAL ANGLE OF 68°24'54") TH S 1,012.28 FT; TH W 707.05 FT; TH N 55°04'17" FT 421.76 FT; TH S 85°25'37" W 61.55 FT; TH S 89°16'59" W 273.81 FT; TH N'LY 22.41 FT ALG AN ARC OF A 425.00 FT RADIUS CURVE TO THE LEFT (CENTER BEARS S 81°15'01" W LONG CHORD BEARS N 10°15'38" W 22.41 FT WITH A CENTRAL ANGLE OF 03°01'18"); TH S 80°38'24" W 234.29 FT; TH W'LY 232.17 FT ALG AN ARC OF A 2015.00 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS N 09°21'36" W LONG CHORD BEARS S 83°56'27" W 232.04 FT WITH A CENTRAL ANGLE OF 06°36'06"); TH S 87°14'29" W 227.57 FT TO THE CENTER

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0920

Amended CC & R'S PAGE 2 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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SEC LINE OF SAID SEC 8; TH N 00°03'48" E 1,437.26 FT ALG SAID CENTER SEC
LINE; TH S 86°57'24" W 206.56 FT; TH S 87°00'28" W 159.16 FT; TH N 04°57'29" W
264.32 FT; TH N 84°53'40" E 49.26 FT; TH N 04°57'29" W 49.87 FT; TH N 85°02'31"
E 84.65 FT; TH N 00°01'13" E 281.56 FT TO THE PT OF BEG. CONT 5,749,701 SQ
FT OR 132.00 AC

Parcel Nos. 1-9-8-1; 1-9-5-1; 174-34 through 174-72 and 174-OS

SUBD: ZION RIDGE PUD PHASE 2 AMENDED & EXTENDED UNIT: 2 S 8 T 41S R
9W BEG AT A PT ON THE SEC LINE, SAID PT BEING S 89°39'38" E 288.68 FT
ALG THE SEC LINE FROM THE NW COR OF SEC 8 T41S R9W, SLB&M & RUN;
TH S 89°39'38" E 2,101.27 FT ALG THE SEC LINE TO THE W LINE OF ZION
RIDGE SUBDIVISION PHASE 1 AMENDED & EXTENDED, & RUN S'LY THE
FOLLOWING (8) COURSES ALG SAID W LINE; TH S 00°01'13"W 281.56 FT; TH S
85°02'31"W 84.65 FT; TH S 04°57'29"E 49.87 FT; TH S 84°53'40"W 49.26 FT; TH S
04°57'29"E 264.32 FT; TH N 87°00'28"E 159.16 FT; TH N 86°57'24"E 206.56 FT; TH S
00°03'48"W 1,710.68 FT; TH N 89°56'12"W 210.61 FT; TH S 84°57'15"W 224.82 FT;
TH S 78°03'20"W 50.57 FT; TH N 88°45'05"W 1,873.49 FT; TH N 00°01'42"W
2,299.31 FT TO THE PT OF BEG. CONT 5,264,921 SQ FT OR 120.866 AC

(B) On or about January 16, 2001, the Articles of Incorporation of Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State, which expired on May 6, 2009 for failure to file the required renewals. On or about May 25, 2011, new Articles of Incorporation for Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State ("Association 1").

(C) On or about December 13, 2006, the Articles of Incorporation of Black Hawk at Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State On or about March 8, 2012, an amendment was filed to change the name of the entity to Zion Ridge Phase II Owners Association ("Association No. 2").

(D) On or about August 1, 2001, a Declaration of Protective Covenants, Conditions and Restrictions for Zion Ridge Planned Unit Development – Phase One ("Phase One Declaration") was recorded in the Kane County Recorder's Office as Entry No. 106799.

(E) On or about October 14, 2004, a Plat Map depicting Zion Ridge Planned Unit Development Phase 1 Amended & Extended was recorded in the Kane Recorder's Office as Entry No. 121197 ("Phase 1 Plat Map").

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0921

Amended CC & R'S PAGE 3 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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(F) On or about August 21, 2005, a Declaration of Protective Covenants, Conditions and Restrictions for Zion Ridge Planned Unit Development – Phase Two (“Phase Two Declaration”) was recorded in the Kane County Recorder’s Office as Entry No. 126331.

(G) On or about April 13, 2006, a Plat Map depicting Zion Ridge Planned Unit Development Phase 2 Amended & Extended was recorded in the Kane Recorder’s Office as Entry No. 128903 (“Phase 2 Plat Map”).

(H) Associations 1 and 2, by and through their Members, consistent with the Phase One Declaration, Phase Two Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(I) The property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Open Space in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Map(s) for the Property are attached hereto as Exhibit A.

(J) Associations 1 and 2 have previously operated as separate entities. In addition, while some previous efforts have been made to consolidate these associations, such consolidation was not formalized. Accordingly, in accordance with Utah Code § 57-8a-601, the Members of Association No. 1 and Association No. 2 hereby consent, ratify and approve the consolidation of Association No. 1 and Association No. 2 into a single association. Association No. 1 and Association No. 2, by and through their Members hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as Zion Ridge Owners Association Consolidated, Inc. by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in **Exhibit B** attached hereto.

(K) On or about July 13, 2015 as Entry No. 00166643, a Quit Claim Deed was recorded in the Kane County Recorder’s Office from East Zion Development, LLC, a Utah limited liability company, to Zion Ridge Owners Association, Inc., a Utah non-profit corporation, conveying title to the Common Area/Open Space in Zion Ridge Planned Unit Development Phase 1 Amended and Extended, and conveying Common Area/Open Space in Zion Ridge a Planned Unit Development Phase 2 Amended and Extended.

(L) The Association is governed by the terms of this Declaration, the Amended, Restated & Consolidated Articles of Incorporation for Zion Ridge Owners Association

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0922

Amended CC & R'S PAGE 4 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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Consolidated, Inc. and the Amended, Restated & Consolidated Bylaws for Zion Ridge Owners Association Consolidated, Inc., which Bylaws are attached hereto as **Exhibit C**, and shall be recorded in the Kane County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(M) Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of both Association 1 and Association 2 provided their written consent approving and consenting to the filing of these Amended, Restated & Consolidated Articles of Incorporation and approving, ratifying and consenting to the consolidation of Association 1 and Association 2; the recording of the Amended, Restated & Consolidated Bylaws, and the recording of this Amended, Restated & Consolidated Declaration.

Louis Casas and Steve Brown, of the combined Board of Directors, hereby certify and swear that the above described approval was obtained ratifying, accepting and approving the recording or filing of this Declaration, the Bylaws and the Articles.

Louis Casas


Board Member

Steve Brown

Board Member

(N) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(O) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0923

Amended CC & R'S PAGE 5 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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Consolidated, Inc. and the Amended, Restated & Consolidated Bylaws for Zion Ridge Owners Association Consolidated, Inc., which Bylaws are attached hereto as **Exhibit C**, and shall be recorded in the Kane County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(M) Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of both Association 1 and Association 2 provided their written consent approving and consenting to the filing of these Amended, Restated & Consolidated Articles of Incorporation and approving, ratifying and consenting to the consolidation of Association 1 and Association 2; the recording of the Amended, Restated & Consolidated Bylaws, and the recording of this Amended, Restated & Consolidated Declaration.

Louis Casas and Steve Brown, of the combined Board of Directors, hereby certify and swear that the above described approval was obtained ratifying, accepting and approving the recording or filing of this Declaration, the Bylaws and the Articles.

Louis Casas

Board Member

Steve Brown



Board Member

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ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0924

Amended CC & R'S PAGE 6 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(P) It is the intent of the Owners that the Project be developed and maintained as a highly desirable recreational/residential community emphasizing the preservation of the mountain/rustic community, including the preservation of open space and protection of wildlife and habitat. It is the purpose of these covenants that the natural beauty, serenity, views and present surroundings of the Project shall always be protected insofar as is possible in connection with the uses and structures permitted by this Declaration. The Owners desire is to maintain a mountain setting regarding all construction, including but not limited to the following:

- i. The Project shall be within an existing gated community;
- ii. All Lots shall be one acre or greater; and
- iii. The Project shall be developed so as to accent the natural beauty and surroundings of the area.

(Q) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Review Board" or "ARB" shall mean the Architectural Review Board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Articles of Incorporation for the Association, as amended from time to time.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0925

Amended CC & R'S PAGE 7 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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(E) "Association" shall mean ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC., and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.

(G) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit C. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) "City" shall mean Mount Carmel, Utah and its appropriate departments, officials and committees.

(I) "County" shall mean Kane County, Utah and its appropriate departments, officials and committees.

(J) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s), Open Space, or described within this Declaration as Common Area(s) / Open Space, being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, but not limited to, wildlife/easement areas and trails. The Association shall maintain the Common Area(s).

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declaration" shall mean this Amended, Restated & Consolidated Declaration of Covenants, Conditions and Restrictions for Zion Ridge Consolidated Planned Unit Development, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, together with all improvements located on the same Lot and used in conjunction with such residence.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0926

Amended CC & R'S PAGE 8 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes, townhomes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(R) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in who or in part) in fee simple, according to the records of the Kane County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

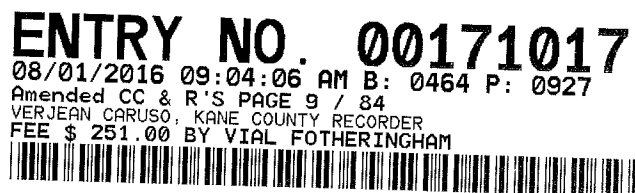
(S) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(T) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Zion Ridge Consolidated Planned Unit Development in the Kane County Recorder's Office, as it may be amended from time to time.

(U) "Project" or "Subdivision" shall mean all phases of Zion Ridge Consolidated Planned Unit Development and all Lots, Common Areas and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property and Undeveloped Land.

(V) "Property" shall have the meaning set forth in the recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.



(X) "Undeveloped Land" shall, at any point in time, mean any land adjacent to the Property that is brought into the Project by Annexation by the Association and made subject to the terms of the Declaration, as amended or supplemented.

ARTICLE II
EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0928

Amended CC & R'S PAGE 10 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

(e) For the purpose of taking preventative measures for safety and fire prevention within the Project, including the construction of fire roads, upon the approval of a majority of Owners present in person or proxy, a quorum being present, at an annual or special meeting; and

(f) For the purpose of opening and closing roadways within the Project for maintenance, protection, weather and other related concerns.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0929

Amended CC & R'S PAGE 11 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection between the hours 8:00 a.m. – 5:00 p.m. of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area;

(c) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection between 8:00 a.m. – 5:00 p.m. of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
COMMON AREAS

3.1 Upon the recording this Declaration, any Common Areas not previously conveyed to the Association shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities, as shown on the recorded Plat(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Project shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

3.4 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0930

Amended CC & R'S PAGE 12 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

3.5 The Common Area includes wildlife/easement areas. These areas are also designed for the protection and welfare of all native wildlife and their habitat as well as for visual enjoyment of the Owners. Hunting is prohibited. No alteration of any wildlife/easement area and/or trail will be allowed within the boundary of the Property. All violators will be prosecuted to the maximum extent of the law. All game trails will not be obstructed and access will always be maintained to all streams, creeks and ponds for the protection and welfare of the native wildlife within the Property. The Board may establish a trail system within the Project for the general use and benefit of the Owners. These easements and trails are not for vehicular motorized traffic. Any member may delegate his right of use and enjoyment of the Wildlife/Easement Areas and Trails to the members of their family or tenants. The Board, or its authorized agent and/or committee, reserves the right to promulgate, from time to time, such rules and regulations as the Board deems necessary for the ongoing use, including the prohibiting of use, of the wildlife/easement areas and trails. The flow of any stream, creek or spring may not be stopped or dammed without Board and/or governmental agency approval, where applicable, nor may any Lot or parcel be increased in size by filling in the water that abuts such Lot.

ARTICLE IV
MEMBERSHIP

4.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE V
VOTING

5.1 Only an Owner that is current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0931

Amended CC & R'S PAGE 13 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VI
HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

6.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments in accordance with the Act; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0932

Amended CC & R'S PAGE 14 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Lot(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) 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 until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a Special or Regular Meeting, or upon the written consent of a majority of Owners.

(c) In addition, the Association may levy special assessment (a) on every Lot, the Owner or occupant of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Lot as to which the Association shall incur any

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0933

Amended CC & R'S PAGE 15 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting and shall be approved by a majority of Owners present in person or proxy, a quorum being present. If a budget is not approved, the budget shall return to the last approved budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

6.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget.

6.7 Reinvestment Fee. A reinvestment fee of \$50.00 is charged when a change in ownership of a Lot occurs.

6.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0934

Amended CC & R'S PAGE 16 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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6.9 Fines. The Association shall have the power to assess a fine against an Owner (or their Lot) for a violation of the terms and conditions of the Governing Documents. The Board of Directors may establish a fine schedule, which can be amended as needed with a majority vote by the Board of Directors.

6.10 Hearing Process. The Board may create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the requirements of the Act.

6.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas, including trails and wilderness areas/easements; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

6.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

6.13 Availability of Documents. The Board may adopt a record retention or other document management policy in accordance with the requirements of the Utah Revised Non-Profit Corporation Act.

6.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

6.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0935

Amended CC & R'S PAGE 17 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



6.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

6.17 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VII
NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

7.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

7.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager related to collections.

7.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

7.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0936

Amended CC & R'S PAGE 18 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

7.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

7.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

7.8 Appointment of Trustee. The Association initially conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration. This action may be amended as needed to another appointee with a majority vote by the Board of Directors.

ARTICLE VIII
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

8.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a prior, recorded institutional first or second mortgage shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding an institutional first or second mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. No foreclosure, sale or transfer shall

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0937

Amended CC & R'S PAGE 19 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE IX
USE LIMITATIONS & RESTRICTIONS

9.1 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

9.2 Licensed & Approved Contractor. No building plans may be approved and no Improvement may be constructed, remodeled or altered on any Lot prior to the Board's written approval of the licensed contractor that is to construct the Improvement, or any part thereof. The Board may, in its sole discretion, approve or disapprove of a contractor, utilizing any criteria deemed relevant by the Board based upon checking with various sources including, but not limited to, Utah State Contractors Board and The Better Business Bureau. The HOA shall not unreasonably deny any contractor by Homeowner without cause.

9.3 No Mining Uses. The property within the Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted. Quarrying activity includes transporting large rocks or boulders from one Lot to another Lot or otherwise hauling excessive loads of rock or material within the Ridge over common area/open space without written approval of the HOA is prohibited.

9.4 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

9.5 Restriction on Signs. No signs will be permitted on any Lot or within the Development except for traffic control signs temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Improvement while under construction, nor any sign not approved by the HOA. One sign indicating a Lot for sale may be placed within the property and no such sign may exceed four square feet.

9.6 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the County. No temporary certificate of occupancy will be allowed.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0938

Amended CC & R'S PAGE 20 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



9.7 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

9.8 Sewer. No cesspools shall be permitted on the Property. All types of sewage disposal systems shall be installed only after approval by the Board, Architectural Review Board, and any other required governmental regulatory health authorities having jurisdiction.

9.9 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

9.10 No Re-Subdivision. No Lot may be re-subdivided.

9.11 Combination of Lots. No Lots shall be combined.

9.12 Maintenance of Property. All Lots, and improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit their Lot or the Improvements on it to fall into a state of disrepair. Following notice, the Association shall have the right to intervene if the issue is not corrected in the stated time frame by the HOA at the Lot owner's expense.

9.13 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

9.14 No Hazardous Activity. No activity may be conducted within the Project that is, or would be considered by a reasonable person, to be unreasonably dangerous or hazardous, whether or not such activity would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms, weapons or other projectiles of any kind, fireworks, and setting open fires (other than properly supervised and contained in approved fire-pits). Specific restrictions may also be imposed at certain times. The Association may provide further details and restrictions by way of Rules.

9.15 No Unsightliness. No unsightliness shall be permitted upon any of the Property without limiting the generality of the foregoing:

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0939

Amended CC & R'S PAGE 21 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



(a) Any unsightly structures, facilities, equipment, tools, boats, vehicles (other than automobiles in working order), objects and conditions shall be enclosed within an approved garage or appropriately screened from view, except equipment and tools when in actual use for maintenance, remodeling or repairs;

(b) No trailers, mobile homes, tractors, truck campers, boats, motor homes or trucks other than pickup trucks shall be kept or permitted to remain upon the Property unless enclosed in an appropriate garage or structures, provided, however, that temporary parking of such items for a period of less than ten days shall be permitted (such temporary parking shall not encroach upon the Common Areas or other owners' properties);

(c) No lumber, grass, shrub or tree clippings, plant waste, metals, building materials or scrap shall be kept, stored or allowed to accumulate on any of the Property;

(d) Refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; and

(e) Hanging, drying or airing of clothing or household fabrics shall not be permitted outside a Dwelling or on Lots if visible from other Dwellings, Lots or areas surrounding the Property.

9.16 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

9.17 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County.

Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

9.18 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0940

Amended CC & R'S PAGE 22 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



9.19 Animals. No more than two household pets are permitted to be kept on a specific Lot. Such pets must be kept on leashes or other restraining devices whenever outside of the Dwelling. The owner of such pet shall be liable for any and all damages and/or injuries caused by such pet. The owner shall also be responsible for the immediate removal of all pet waste. The Board of Trustees may enact restrictions as to the type of pets allowed and may enact such further restrictions as it deems necessary.

9.20 Landscaping. Vegetation within any Lot shall be planted and maintained in good condition by the Owner. Prior written permission must be obtained by the ARB to materially modify exterior landscaping on any Lot.

9.21 Service Yards: No equipment, service yards or storage piles on any Lot or elsewhere within the Property shall be kept or maintained.

9.22 Number and location of Dwellings: No Dwelling or structure shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family dwelling and one (1) garage, together with related nonresidential structures and improvements. At the time of construction of the single family dwelling on any Lot, the Lot must also be improved with a garage with at least a two (2) car capacity. Wherever possible, the garage doors will not face towards the main access road or the main view corridor from the other Owners' homesites.

9.23 Residence Floor Area: The single family dwelling which may be constructed on a Lot in the Development shall have a minimum area of 2000 square feet and consist of a kitchen, full bathroom, family room, bedroom, and garage (the garage need not be attached to the residence).

9.24 Construction, Reconstruction and Remodeling. No Improvement shall be permitted to remain incomplete for a period in excess of fifteen (15) months from the date of commencement of construction, re-construction or remodeling. A three (3) month grace period after the initial fifteen (15) month period has expired may be given with Committee approval. The Association may levy a fine of up to \$500 per month for any Improvement that remains incomplete after 18 months.

9.25 Single Family Dwelling to be Constructed First & Construction Commencement: No garage or other structure shall be constructed on any Lot until after commencement of construction of the single family Dwelling on the same Lot, except as otherwise specifically permitted by the ARB. With the exception of vacant Lots owned by the original developer, who was the owner of record at the time the Enabling Declarations for Phase 1 or Phase 2 were recorded against the Lots ("Developer Lots"), non-commencement of building of a Dwelling after eighteen (18) months from Lot purchase will result in the following fine/fee schedule. Developer Lots that have been sold to third parties shall regain this exemption if the Developer

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0941

Amended CC & R'S PAGE 23 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



Lots revert back to the original developer through foreclosure, deed in lieu, or otherwise, provided that the Developer Lot(s) is still vacant.

The maximum fine of \$500.00 a month will accrue commencing in year five until the Lot is sold or construction begins. In the event the current assessments are raised, the non-construction monthly fees will remain as stated in the schedule below. Once construction has commenced, the non-construction fine ceases. The following table is for illustration purposes.

YEAR	CURRENT MONTHLY HOA FEE	MONTHLY NON-CONSTRUCTION SURCHARGE	MONTHLY TOTAL DUE (AT CURRENT HOA ASSESSMENTS)	ANNUAL TOTAL (AT CURRENT HOA ASSESSMENTS)
1	\$60.00	\$50	\$110	\$1320
2	\$60.00	\$150	\$210	\$2520
3	\$60.00	\$250	\$310	\$3720
4	\$60.00	\$350	\$410	\$4920
5	\$60.00	\$500	\$560	\$6720

The eighteen (18) month grace period to begin construction of the Dwelling shall commence on the later of the date a Lot is acquired or the date this Declaration is recorded.

9.26 Setbacks and Dwelling Placements: The placement of Dwellings shall be within the designated buildable area in each Lot, as determined by the architectural committee, and such placement shall respect existing land forms and generally follow contours and fit into the existing land mass rather than ignoring and dominating these forms and comply with such other restrictions and requirements as determined by the Committee. Any proposed deviation from building within the designated buildable area of a Lot will require the prior approval of the Committee. The buildable area of each Lot will be enforced to ensure maximum privacy, view corridors and to provide maximum benefit to the individual Lot and the surrounding Lot Owners and to maintain the overall beauty of the area. Minimum setbacks for each Lot are: Front: 50'; Side: 12'; Rear: 30'.

9.27 Height Limitations: No portion of a Dwelling on the Property shall exceed a height greater than 40 feet, measured from natural or unmodified grade at that point to a point midway between the lowest part of the eaves or cornice and ridge of a hip or pitched roof. The maximum height of the ridge shall be the height designated for that Dwelling site by the Committee. This measurement applies to all elevations of the Dwelling, the intent being that buildings will conform with and reflect the natural contour of the land, the Committee reserves the right, on a Lot by Lot basis, to require a height of less than 40 feet if, in the Committee's judgment, such restriction is deemed necessary in order to accomplish the goals herein.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0942

Amended CC & R'S PAGE 24 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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9.28 Towers, Satellite Receivers and Antennas: No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. Only small digital satellite receivers are allowed for television reception.

9.29 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Section 4.2 hereof Any and all temporary structures must be removed within ten days of receipt of the certificate of occupancy.

9.30 Fences: No fencing shall be allowed on the Property.

9.31 Flashing and Roof Gutters: Flashing and/ or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match or blend with adjacent materials on Building or structures.

9.32 Dwelling Location and Driveway Length: A plot plan showing the desired location of the future dwelling. Dwelling within the designated building pad and the driveway and any additional excavation shall be submitted to the Committee for approval before construction shall commence. As a general guideline, all dwelling locations will be within the building zones within each Lot. The driveway that connects with the street to a point at which said driveway first touches a dwelling situated on said Lot may not exceed the longest straight boundary line of the particular Lot unless receiving approval from the Committee. Any driveway which is proposed to be 150 feet or longer will require that an emergency vehicle will have room by the dwelling to turn around in, and the design, location and size must be approved by the Committee.

9.33 Driveway Access: All individual driveway access locations within the Development shall be designed to function well with the site location and layout of each appropriate residential building. Care shall be taken in location driveways to allow for the least amount of site and vegetation disturbance. The maximum grade of any driveway shall not exceed ten percent (10%) unless a variance is received from the Committee. The minimum width of any driveway shall be twelve (12) feet with the maximum width of twenty (20) feet prior to entering a garage. Where possible, driveways shall parallel the slope to lessen site impact. The approaching driveway shall align itself with the intersecting road at approximately ninety (90) degrees for twenty-five (25 feet). A maximum of four percent (4%) grade will be designed along the center line of this portion of the drive. Cross slope will be three percent (3%). The sides of the private drive will blend into the appropriate grade of the ten percent (10%) road at the same

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0943

Amended CC & R'S PAGE 25 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



twenty (20) foot distance. When necessary to cut and fill, balance shall be sought Retaining walls shall be used with cuts in excess often (10) feet. Fill areas shall be contoured to two (2) feet horizontal in one (1) foot vertical slopes and if the disturbed areas fails to catch existing grade within twenty (20) vertical feet, a retaining wall shall be used. Driveway access for all Lots within the Development may not be from any street or road other than interior roads within the Development. Owners cannot grant additional right-of-ways and/or easements across their property, except such rights of way in favor of the Association, in addition to those right-of-way and easements that are already of record at the date of the Plat recordation. An Owner cannot improve a right-of-way and easement to give access to any other property that is not within the Project.

9.34 Building, Masses, Form and Roof Lines: In all cases, building masses, forms and roof lines shall conform to and with the existing contours. At no point shall the maximum height of any structure on any of the Lots designated in this Section exceed an elevation of two (2) stories of living space above the existing land contour at said point. Basements shall be allowed contingent upon the height of the water table.

9.35 Architectural: Notwithstanding the content of The General Environmental and Architectural Guidelines for Zion Ridge, the following shall be considered to be minimum architectural requirements:

- (a) Roofs on all buildings shall be constructed with a minimum overhang of not less than one (1) foot on all elevations, and must be designed so that all roof areas drain. All roofs shall be made of fire resistant shingles, metal or ceramic, which in all cases must be approved by the Fire Marshal prior to construction, and shall be of a darker shade of earth tone color.
- (b) Concrete walls that are exposed to view from all exterior elevations will be covered with a natural or cultured stone or stucco.
- (c) Structural projections such as balconies, decks and roof gables will be constructed of fire resistant materials or materials treated with fire retardant chemicals.
- (d) Roof, attic and underfloor openings will be screened or closed off.
- (e) All chimneys burning solid or liquid fuels will be equipped with screens over the outlet of 16 gauge wire and have a maximum of 1/2" wide holes.
- (f) Icicles and ice buildup must be considered and addressed regarding the dangers caused by falling ice and ice accumulation on walks and building entrances.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0944

Amended CC & R'S PAGE 26 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



(g) All building designs must be approved and certified by a qualified structural engineer. Particular attention should be given to snow loads on roofs and frost line depth for foundations and plumbing installations.

(h) The following are the minimum insulating and weather-stripping requirements in all heated Dwellings:

1. All outside wall-minimum insulation factor R-19.
2. All ceilings separating attic from roof-minimum insulation factor R-30.
All vaulted ceilings that are also the roof-minimum insulation factor R-36.
3. Exposed underfloor areas - minimum insulation factor R-25.
4. Perimeter concrete foundation walls to be insulated with a minimum of two inch rigid insulation on the outside of walls.
5. All outside windows shall be double glazed.
6. All outside doors and windows shall be weather-stripped on all edges.

(i) Flashing or roof gutters or other metal fittings on the exterior Dwelling shall be copper or CorTen steel or other materials which takes on a natural patina or shall be painted to match or blend with adjacent materials on Dwellings.

j) All buildings, structures and improvements on any Lot shall comply with the construction guidelines and specifications of the Building Department having jurisdiction.

(k) Lot Owner water lines and sewer lines shall be buried a minimum of four (4) feet and also the lines are not to be installed in the outside walls, overhangs or in uninsulated attic or crawl spaces.

(l) Siding on the homes shall be of log, cedar, stone, or cultured stone or a combination therein. Limited use of stucco may be approved if the overall style of the building is in keeping with the design of the Development. No vinyl, aluminum, or brick siding or the like will be allowed.

(m) Materials used in construction shall be consistent with mountain architecture.

(n) Exterior landscaping for each Lot shall be limited to a specified area by the Committee. Such landscaping shall consist of vegetation naturally found in the area. No changes may be made to the native vegetation outside of the specified exterior landscape area without prior Committee approval.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0945

Amended CC & R'S PAGE 27 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



9.36 Fire Suppression: According to the Kane County wildfire mitigation plan, anyone who owns a home or property in forested areas should consider the hazard presented to their property by wildfire and should attempt to mitigate its effect. To this end these CC&Rs have adopted an acceptable wildfire mitigation plan in which maintaining defensible space will be a requirement of all property owners. Defensible space refers to that area between a house and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the house. The effectiveness of defensible space increases when multiple property owners work together. Failure to comply with these requirements will result in fines equivalent to the cost of the work to be performed and a lien placed on the properties in question. To accomplish this, the following will be required:

- (a) As a minimum, every structure shall have a defensible space of no less than 30 feet around all sides of the structure, including detached garages.
- (b) All down dead tress within the defensible space area shall be removed if not embedded in soil. If the down dead tree is embedded in the soil, remove all exposed branches.
- (c) Remove all dead shrubs from within the defensible space and reduce thick layers of pine needles to a depth of two inches.
- (d) Once grasses and wildflowers have dried out, cut down to a two inch minimum.
- (e) Remove all ladder fuels within the defensible space. Ladder fuels are defined as vegetation that allows a fire to move from lower growing plants to taller ones. Within the defensible space area, a vertical separation of three times the height of the lower fuel layer is required. For example if a shrub growing adjacent to a large pine tree is three feet tall, the recommended separation distance would be 9 feet, (3 foot shrub height X 3 = 9 feet). This could be accomplished by removing the lower tree branches, reducing the height of the shrub, or both. The shrub could also be removed.
- (f) All fuels shall be removed to a minimum of 15 feet around all chimneys, stove pipes and outdoor fireplaces.
- (g) All vegetation that is removed or trimmed will be disposed of by chipping or removal.
- (h) Property owners shall remove dead trees and dead branches so as to help mitigate risks to other lots.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0946

Amended CC & R'S PAGE 28 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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- (i) One exterior freeze proof water tap far enough from the dwelling to permit hose protection to all sides and roof of dwelling shall be provided at each Lot.

9.37 Improvements: No permanent building or improvement can be initiated without the approval of the ARC (Architectural Review Committee).

9.38 Irrigation: The outdoor landscaping shall be "xeroscape" in nature. Due to existing dense flora of evergreen and deciduous trees surrounding each of the Lots, Owners are expressly prohibited from including lawns or other water-intensive landscaping on their Lots. Owners' form of irrigation is expressly limited to low flow "drip systems" within a maximum area surrounding the home as determined by the Committee. Such maximum area is anticipated to be limited to 10 to 15 feet surrounding the home.

9.39 Water and Sewer: Each Lot will be separately metered for water and sewer services with such fees to be determined by the East Zion Special Service District (the "District"). Owners exceeding a predetermined amount of water (to be determined by the District) may be subject to service interruption and/or fines. In addition, all Owners may be subject to water service interruption as needed for fire prevention.

9.40 Drainage: Whenever possible, retaining walls should appear to be an extension of the Dwelling and are subject to the same criteria relative to color, materials, appearance and durability as the Dwelling itself. Significant natural drainages that traverse the homesites shall be maintained in their original condition. Eroding areas must be stabilized and re-vegetated. Where construction and development will obstruct natural drainage patterns, surface run-off should be carefully redirected to existing drainage areas or new swales designed to look natural. Swales may be required above new cut or fill slopes to protect them from erosion. French drains are encouraged where appropriate.

9.41 Temporary Structures. The use of temporary structures for accommodation, e.g. tents, campers, camper-trailers, and any other mobile or temporary shelter is prohibited. The only exception is during the construction on a Lot and this must be removed within ten (10) days of the receipt of the certificate of occupancy.

ARTICLE X ARCHITECTURAL REVIEW BOARD

10.1 Architectural Review Board ("ARB"). An Architectural Review Board may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ARB is appointed, the Board will assume the duties and responsibilities of the ARB.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0947

Amended CC & R'S PAGE 29 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



10.2 Approval by Board or ARB Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ARB. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed architect or engineer, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the ARB will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ARB may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met. The Board may also assess a design review fee in the amount of \$300.00

(c) Failure to Act. If the ARB fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

10.3 Variances. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

10.4 Board and ARB Not Liable. The Board, ARB and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARB as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ARB has acted improperly.

10.5 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0948

Amended CC & R'S PAGE 30 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



10.6 Driveways: The driveway on any Lot that does not contain a Dwelling as of the date of the recording of this Declaration shall be constructed of concrete or asphalt

10.7 Equipment Restrictions & Damage to Roads within the Project. Both the contractor(s) and owner(s) shall be jointly and severally responsible for any damage to the Common Area or roadways in the Project that occurs during construction on their Lot. The Board reserves the right to pass specific Rules, guidelines, and procedures (including hand-outs to Owners and contractors) regarding the type, size, weight and other restrictions on equipment utilized within the Project.

ARTICLE XI
Construction Requirements and Restrictions

11.1 Construction Requirements. The following regulations shall be enforced during the construction period of all improvements on the Project.

(a) Approximate Building Location. The Approximate Building Location or “ABL,” which is the limit of development on each Lot, is also the area within which all activities related to the improvements to be constructed must be confined, except as otherwise provided specifically in this Declaration or approved by the Architectural Control Committee.

(b) Trash Receptacles and Debris Removal. Owners and builders shall cleanup all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in the Subdivision. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

(c) Concrete Washout. All concrete washouts, from both trucks and mixers, must occur within the ABL of the Lot in a location where it will be ultimately concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

(d) Clean-up. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0949

Amended CC & R'S PAGE 31 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



detriment to other Lots or open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of the Subdivision on a daily basis. Any clean-up costs incurred by the Association in enforcing these requirements shall be payable by the Owner.

(e) Sanitary Facilities. Each Owner or builder shall be responsible for providing adequate sanitary facilities for his/her construction workers. Portable toilets must be located within the ABL, clear of all setbacks and in a discreet location.

(f) Construction Access. The approved access drive approved by the Architectural Control Committee will be the only construction access to any Lot.

(g) Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, undeveloped portions of Lots or open space. All vehicles shall be parked within the ABL. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the Architectural Control Committee. Vehicles may not be parked on neighboring Lots, in nearby driveways or on open space. Restoration of any native vegetation or roadway re-vegetation damaged by parking along the street frontage shall be the responsibility of the Lot Owner.

(h) Dust and Noise Control. The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any Lot; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

(i) Material Deliveries. All building materials, equipment and machinery required to construct an improvement on any Lot must be delivered to and remain within the ABL of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site.

(j) Preservation of Property. The use of or transit over any other Lot, common area or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the ABL of any Lot is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0950

Amended CC & R'S PAGE 32 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



any neighboring Lot, tract, or right-of-way.

(k) Protection of Subdivision Improvements and Restoration of Property. Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other Lot which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees. Upon completion of construction, each Owner and builder shall clean his/her construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.

(l) Daily Operation. Daily working hours for each construction site shall be from thirty (30) minutes before sunrise to thirty (30) minutes after sunset. Construction activity which generates noise audible from the boundaries of any Lot, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. Noisy activity is prohibited on Sunday's or legal holidays. No construction noise before 7:00 a.m. or after 9:00 p.m. seven (7) days a week.

(m) Construction Insurance Requirements. All contractors and sub-contractors must post evidence of insurance with their Lot Owner and the HOA prior to entering the construction premises.

(n) The Zion Ridge Contractors and Construction Rules and Regulations must be signed prior to the onset of construction.

ARTICLE XII OWNERS' MAINTENANCE OBLIGATIONS

12.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Community of Zion Ridge. Owners, guests and tenants shall be jointly and severally responsible for any and all damage caused by the Owner or the Owner's tenants or guests.

12.2 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0951

Amended CC & R'S PAGE 33 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

12.3 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ARB. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARB.

12.4 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARB, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ARB, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XIII INSURANCE

13.1 Insurance Requirement. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER'S LOT AND DWELLING.

13.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas.

(1) At a minimum, any required blanket policy shall afford protection

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0952

Amended CC & R'S PAGE 34 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

- (b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.
- (d) Property Insurance Deductible. The Association shall keep an amount equal to the Association’s property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.
- (e) Association’s Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association’s property insurance policy deductible the Association need not tender the claim to the Association’s insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0953
Amended CC & R'S PAGE 35 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



13.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall provide coverage for defamation.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. If reasonably available, the Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for an amount of not less than the sum of three months regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and provide coverage for theft or embezzlement of funds.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage Under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13.9 Repair & Reconstruction. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners, as provided in the Governing Documents.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0954

Amended CC & R'S PAGE 36 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



ARTICLE XIV
DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed after review by the Association. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0955

Amended CC & R'S PAGE 37 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



ARTICLE XVII
CONDEMNATION

17.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least fifty one percent (51%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least fifty one percent (51%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
ANNEXATION

18.1 Annexation. Additional phases within the Undeveloped Land may be added to the Project pursuant to the following procedures, and subject to the limitations as follows:

(a) The Association may annex additional land into the Project by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 51% of the Owners.

(b) The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Kane County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas and which portions are Lots within any new land classification,

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0956

Amended CC & R'S PAGE 38 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration or in another supplemental declaration previously filed with respect to some portion of the property, and (v) describes generally any improvements situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Project and subject to this Declaration.

(c) All future phases adjacent to current Phases I and II must adhere to current Declaration.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

19.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

19.3 Limited Liability. Neither the Board, the Architectural Review Board, its individual members, nor any Owner shall have personal liability to any other Owner for actions

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0957

Amended CC & R'S PAGE 39 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

19.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

19.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

19.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

19.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

19.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0958

Amended CC & R'S PAGE 40 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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19.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

19.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

19.11 Liability for Willful or Negligent Damage: Maintenance, repair or replacement of all or any part of common facilities arising out of or caused by the willful or negligent act of a Member, his family, guests or invitees shall be at such Member's expense or a Special Assessment therefor shall be assessed against his Lot.

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ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0959

Amended CC & R'S PAGE 41 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

Louis Casas

By: Louis Casas
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Louis Casas, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

By: Steve Brown
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Steve Brown, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0960

Amended CC & R'S PAGE 42 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

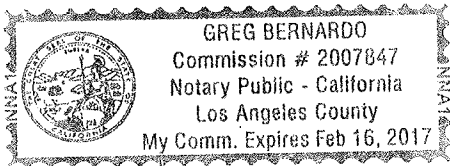
State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 24th day of May, 2016,
 by Louis Casas
 (1) _____
 Date Month Year

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature _____
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Articles of Incorporation, et al Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0961
 Amended CC & R'S PAGE 43 / 84
 VERJEAN CARUSO, KANE COUNTY RECORDER
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Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

By: Louis Casas
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Louis Casas, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation



By: Steve Brown
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Steve Brown, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0962
Amended CC & R'S PAGE 44 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

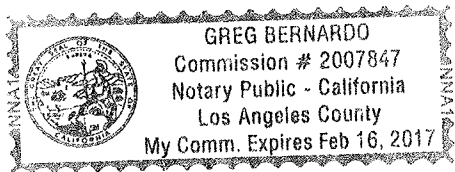
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 5/6/2016 before me, Greg Bernardo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steve Brown
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Articles of Incorporation, et al
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0963

Amended CC & R'S PAGE 45 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
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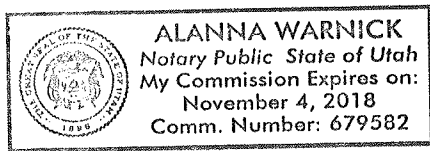


Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

Jenny Edlund
By: Jenny Edlund
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF)

On this 26th day of May, 2016, personally appeared before me Jenny Edlund, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Alanna Warnick
Notary Public

Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

By: Larry Sanders
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Larry Sanders, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0964

Amended CC & R'S PAGE 46 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

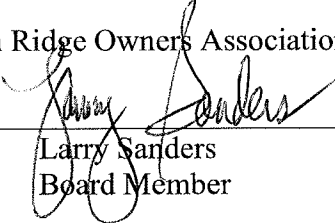
By: Jenny Edlund
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF)

On this _____ day of _____, 2016, personally appeared before me Jenny Edlund, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

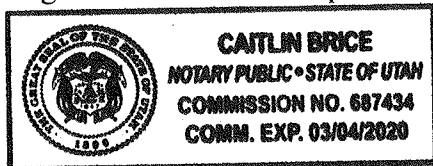
Notary Public

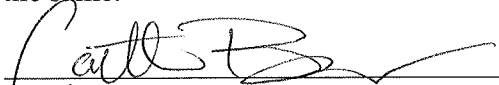
Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation


By: Larry Sanders
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Davis)

On this 14th day of July, 2016, personally appeared before me Larry Sanders, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.





Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0965

Amended CC & R'S PAGE 47 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM

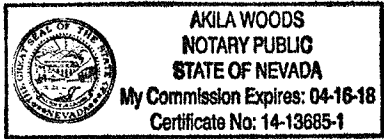


Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation

By: David Houston
Its: Board Member

STATE OF ^{Nevada} ~~UTAH~~)
: SS
COUNTY OF Clark)

On this 1st day of July, 2016, personally appeared before me David Houston, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Akila Woods
Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0966
Amended CC & R'S PAGE 48 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
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EXHIBIT "A"

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0967

Amended CC & R'S PAGE 49 / 84

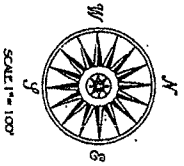
VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



ROSENBERG ASSOCIATES LAND SURVEYORS & ENGINEERS		
PROJ. NO. 2016-04-007	DATE 11-1-16	TITLE B.L.A.
CLIENT ZION RIDGE P.U.D.	BY [Signature]	DATE [Date]

ZION RIDGE PLANNED UNIT DEVELOPMENT PHASE 2 AMENDED & EXTENDED



- LEGEND**
- ◆ PROPOSED IMPROVEMENT
 - EXISTING AND PROPOSED
 - SET CORNER - 30" x 30" IRON
 - 1" x 1" IRON
 - 1/2" x 1/2" IRON
 - 1/4" x 1/4" IRON
 - 1/8" x 1/8" IRON
 - 1/16" x 1/16" IRON
 - 1/32" x 1/32" IRON
 - 1/64" x 1/64" IRON
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OWNER'S DECLARATION

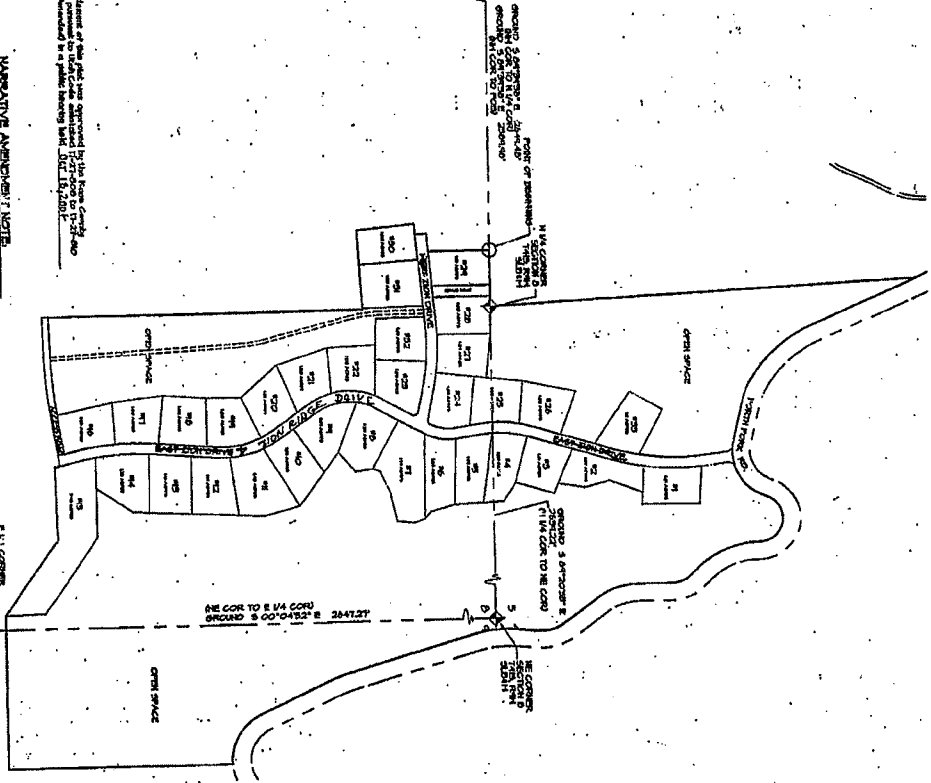
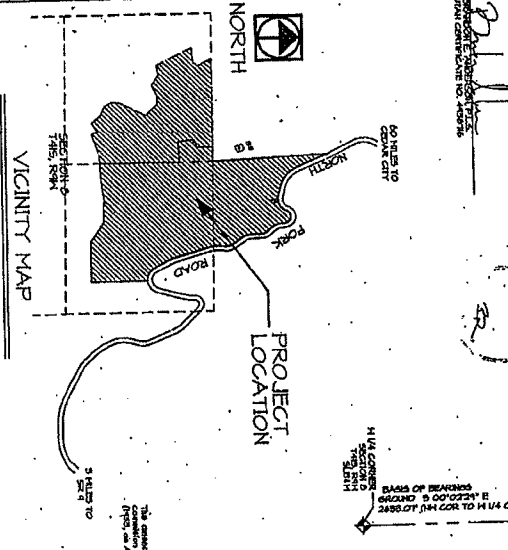
I hereby declare that the undersigned owner of the proposed project of land shown on the attached plat is the owner of the same and that the same is being offered for sale in accordance with the provisions of the Act. I hereby declare that the project is a subdivision of land and that the same is being offered for sale in accordance with the provisions of the Act. I hereby declare that the project is a subdivision of land and that the same is being offered for sale in accordance with the provisions of the Act.

UNITED LIABILITY COMPANY KANSAS, INC.
 MEMBER OF THE KANSAS REAL ESTATE BOARD
 1000 WEST 10TH AVENUE
 SUITE 100
 WICHITA, KANSAS 67202

NOTICE TO CONTRACTORS
 THE UNDERSIGNED HAS BEEN DESIGNATED AS THE ARCHITECT OF RECORD FOR THE PROJECT OF LAND SHOWN ON THE ATTACHED PLAT. THE ARCHITECT OF RECORD SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT OF RECORD SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT OF RECORD SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

NEIGHBORS CERTIFICATE

I, the undersigned, being a resident of the neighborhood in which the project is located, hereby certify that I have no objection to the project and that the project is in the best interests of the neighborhood. I have no objection to the project and that the project is in the best interests of the neighborhood.



BOARD OF SUPERVISORS
 The Board of Supervisors of the County of Kane, Kansas, has reviewed the plat and finds that the same is in accordance with the provisions of the Act. The Board of Supervisors of the County of Kane, Kansas, has reviewed the plat and finds that the same is in accordance with the provisions of the Act.

<p>ROSENBERG ASSOCIATES ARCHITECTS 1000 WEST 10TH AVENUE SUITE 100 WICHITA, KANSAS 67202</p>	<p>DEVELOPMENTAL COUNTY ENGINEERS CERTIFICATE I hereby certify that the project has been approved by the Board of Supervisors of the County of Kane, Kansas, and that the same is in accordance with the provisions of the Act.</p>	<p>APPROVAL OF PLANNING COMMISSIONER I hereby certify that the project has been approved by the Planning Commission of the County of Kane, Kansas, and that the same is in accordance with the provisions of the Act.</p>	<p>APPROVAL AS TO LEGAL I hereby certify that the project is in accordance with the provisions of the Act and that the same is in accordance with the provisions of the Act.</p>	<p>AGENT'S SIGNATURES CERTIFICATE I hereby certify that I am the agent of the owner of the project and that the same is in accordance with the provisions of the Act.</p>	<p>APPROVAL AND ACCEPTANCE BY KANE COUNTY I hereby certify that the project has been approved by the Board of Supervisors of the County of Kane, Kansas, and that the same is in accordance with the provisions of the Act.</p>
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ENTRY NO. 00171017

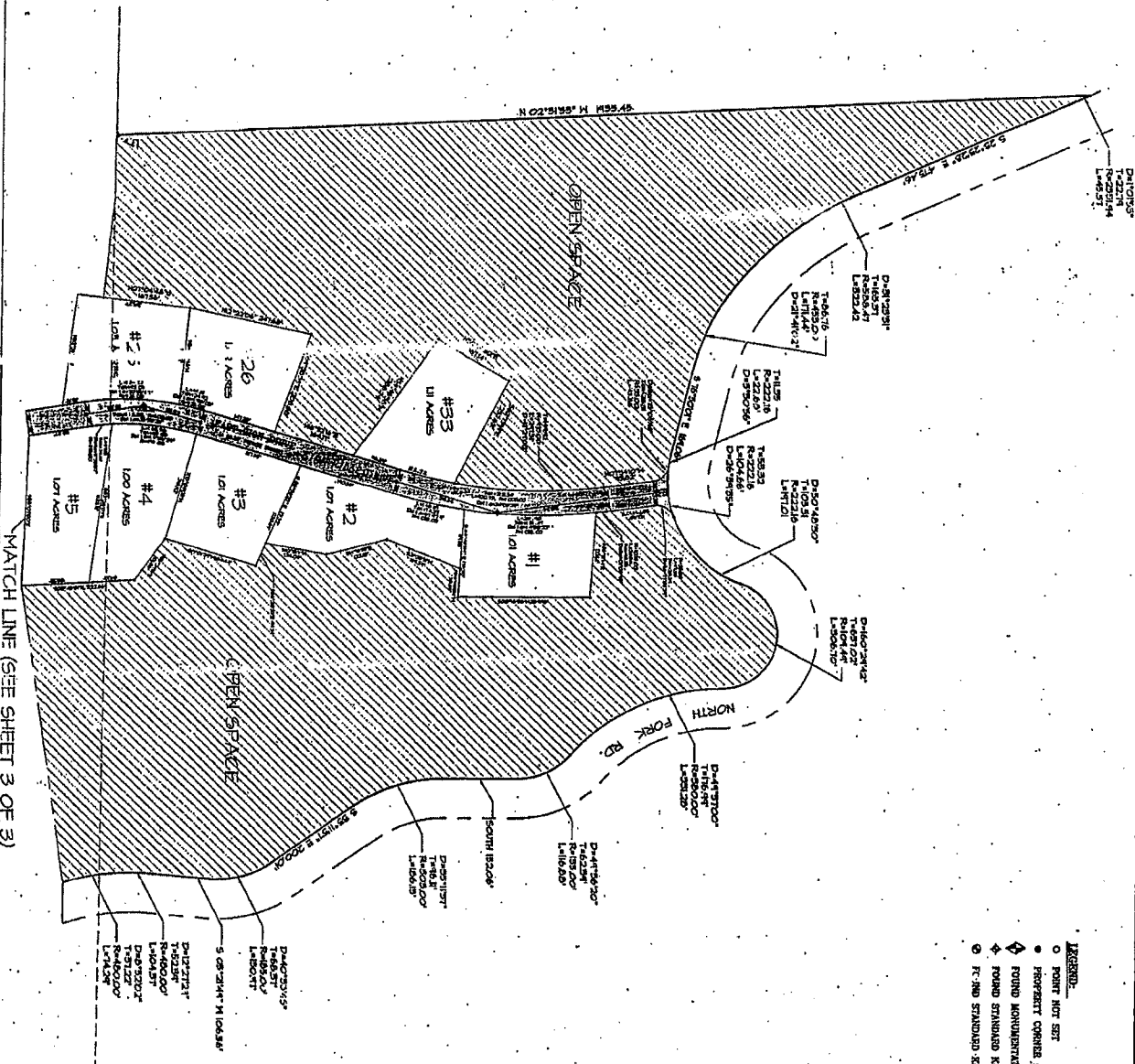
08/01/2016 09:04:06 AM B: 0464 P: 0970
 Amended CC & R'S PAGE 52 / 84
 VERJEAN CARUSO, KANE COUNTY RECORDER
 FEE \$ 251.00 BY VIAL FOTHERINGHAM

ROSENBERG ASSOCIATES
 CONSULTING ENGINEERS
 2111 4th Ave
 2nd Floor
 Erie, PA 16501
 Phone: 814.436.1234
 Fax: 814.436.1235

PROJECT INFORMATION
 PROJECT NO.: 1001
 DATE: 01/10/16
 SCALE: AS SHOWN
 SHEET NO.: 2 OF 3

CLIENT INFORMATION
 CLIENT: VERJEAN CARUSO
 ADDRESS: 1001 4th Ave
 ERIE, PA 16501

PROPERTY INFORMATION
 LOCATION: 1001 4th Ave
 ERIE, PA 16501



MATCH LINE (SEE SHEET 3 OF 3)

- LEGEND:**
- POINT NOT SET
 - ◆ PROPERTY CORNER (Match: 09-10-16)
 - ◆ FOUND MONUMENTATION AS SHOWN AND DISTANCED
 - ◆ FOUND STANDARD KANE COUNTY MONUMENT - CLASS II
 - FOUND STANDARD KANE COUNTY MONUMENT - CLASS I

RECORDED IN 211017
 RECORDED AND FILED AT THE RECORDER'S OFFICE ON 01/10/16
 BY: MARIAN CURTIS
 VERJEAN CARUSO

THIS PLAN WAS PREPARED BY
 MARIAN CURTIS, P.E.
 1001 4th Ave, Erie, PA
 16501

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0971
 Amended CC & R'S PAGE 53 / 84
 VERJEAN CARUSO, KANE COUNTY RECORDER
 FEE \$ 251.00 BY VIAL FOTHERINGHAM

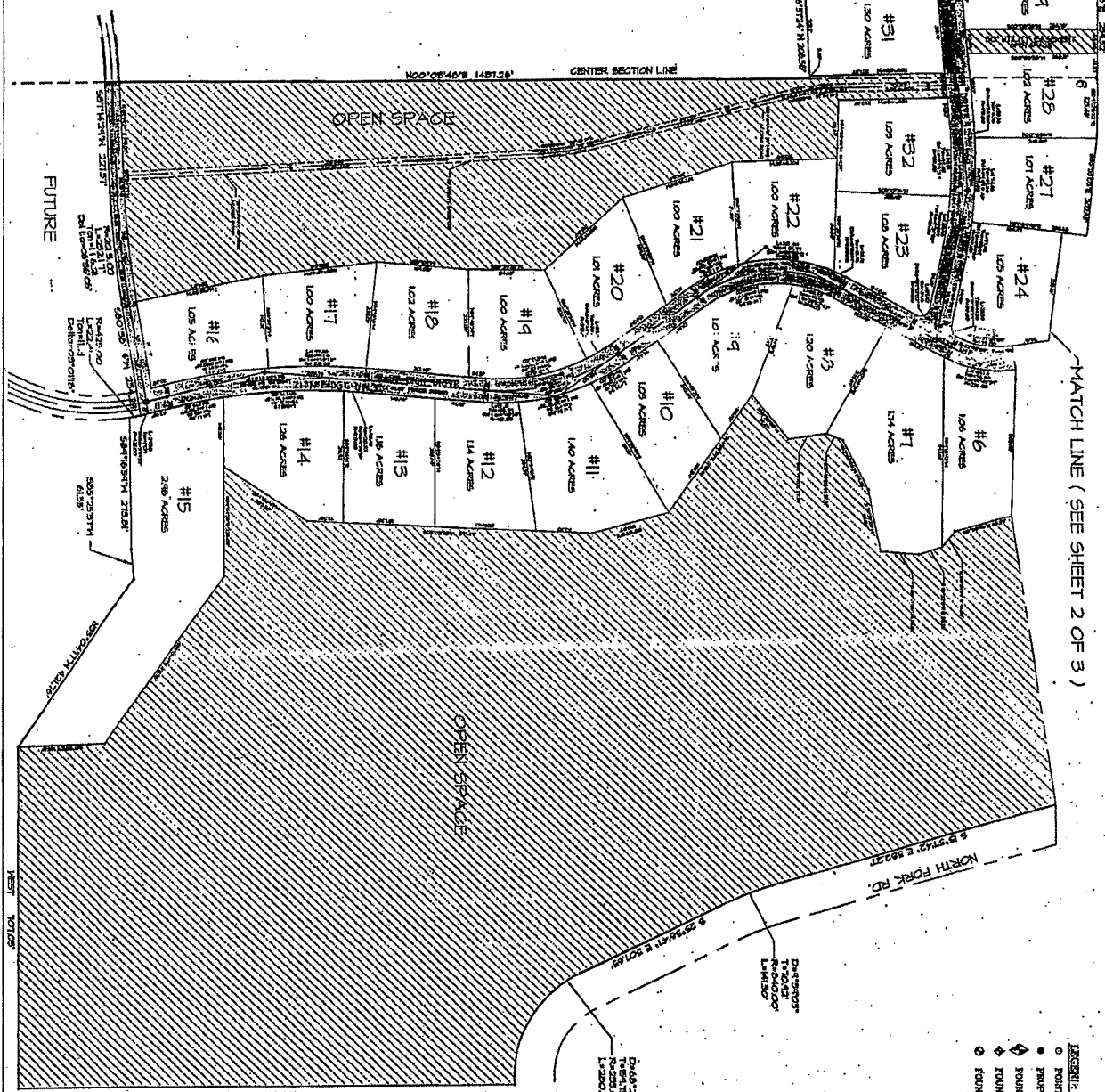


SHEET 3 OF 3

ZION RIDGE - PHASE 1 AMENDED + EXTENDED P.L.D.

ROSENBERG ASSOCIATES

ROSENBERG ASSOCIATES
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.ROSENBERG-CA.COM



MATCH LINE (SEE SHEET 2 OF 3)

- LEGEND:**
- POINT NOT SET
 - SURVEY CORNER (See C-441)
 - ◇ FOUND MONUMENTATION AS SHOWN AND I-SURVEYED
 - ◇ FOUND STANDARD KANE COUNTY MONUMENT - CLASS II
 - ◇ FOUND STANDARD KANE COUNTY MONUMENT

RECORDED N & 121111

STATE OF KANSAS
 COUNTY OF KANE
 RECEIVED AND FILED AT THE RECORDER ON
 MAY 24th 2016
 BY
 VERJEAN CARUSO, RECORDER
 KANE COUNTY, KANSAS

*KANE NAME CHANGE 2-1-05
 FROM: EAST CLARK, S.W.
 TO: EAST CLARK, S.W.
 FROM: TALLEY, S.W.
 TO: TALLEY, S.W.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0972

Amended CC & R'S PAGE 54 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



EXHIBIT "B"

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0973

Amended CC & R'S PAGE 55 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



**AMENDED, RESTATED & CONSOLIDATED ARTICLES OF
INCORPORATION OF
ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.**

We, the undersigned natural persons over the age of eighteen years, acting as the authorized Board of Directors of Zion Ridge Owners Association, Inc. and Zion Ridge Phase II Owners Association, non-profit Utah corporations, pursuant to the Utah Revised Nonprofit Corporation and Community Association Acts, hereby adopt the following Amended, Restated & Consolidated Articles of Incorporation ("Articles") for the Consolidated Zion Ridge Owners Association, Inc. ("Association").

RECITALS:

(A) On or about January 16, 2001, the Articles of Incorporation of Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State, which expired on May 6, 2009 for failure to file the required renewals. On or about May 25, 2011, new Articles of Incorporation for Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State ("Entity No. 1").

(B) On or about December 13, 2006, the Articles of Incorporation of Black Hawk at Zion Ridge Owners Association, Inc. were filed with the Utah Secretary of State On or about March 8, 2012, an amendment was filed to change the name of the entity to Zion Ridge Phase II Owners Association ("Entity No. 2").

(C) Previous efforts have been made by the Members of Entity Nos. 1 and 2 to consolidate the respective association. The Members of Entities 1 and 2 desire to formally consolidate Entity No. 1 and Entity No. 2 pursuant to Utah Code § 57-8a-601.

(D) Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of Entity No. 1 and Entity No. 2 provided their written consent approving and consenting to the filing of these Amended, Restated & Consolidated Articles of Incorporation and approving, ratifying and consenting to the consolidation of Entity No. 1 and Entity No. 2.

John Maseng and Steve Brown, of the Board for Entity No. 1, hereby certify and swear that the above described approval was obtained accepting and approving the filing of these Articles of Incorporation.

Louis Casas




President of the Board

Steve Brown

Vice President of the Board

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0974
Amended CC & R'S PAGE 56 / 84
VERJENI OPRUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIRL FOTHERINGHAM



**AMENDED, RESTATED & CONSOLIDATED ARTICLES OF
INCORPORATION OF
ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.**

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(C) Previous efforts have been made by the Members of Entity Nos. 1 and 2 to consolidate the respective association. The Members of Entities 1 and 2 desire to formally consolidate Entity No. 1 and Entity No. 2 pursuant to Utah Code § 57-8a-601.

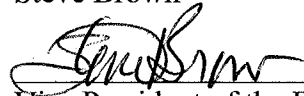
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John Maseng and Steve Brown, of the Board for Entity No. 1, hereby certify and swear that the above described approval was obtained accepting and approving the filing of these Articles of Incorporation.

Louis Casas

President of the Board

Steve Brown


Vice President of the Board

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0975
Amended CC & R'S PAGE 57 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIRL FOTHERINGHAM

Jenny Edlund and Carol Houston, of the Board for Entity No. 2, hereby certify and swear that the above described approval was obtained accepting and approving the filing of these Articles of Incorporation.

Jenny Edlund

Davis Houston

Jenny Edlund
Board Member

Board Member

Larry Sanders

Board Member

ARTICLE I - NAME

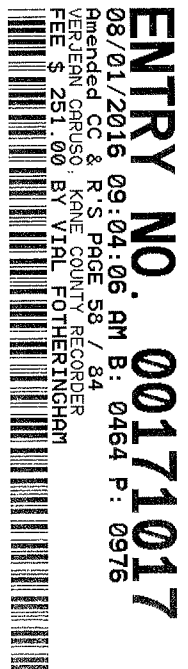
- 1.1 The name of the nonprofit corporation will be Zion Ridge Owners Association Consolidated, Inc. (hereinafter "the Association").
- 1.2 The principal place of business for Zion Ridge Owners Association Consolidated, Inc. is 615 South Zion Drive, Mount Carmel, Utah, 84755.

ARTICLE II - DURATION

- 2.1 The duration of the Association shall be perpetual unless earlier dissolved pursuant to law.

ARTICLE III - POWERS AND PURPOSES

- 3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, as they may be amended, and otherwise administering any Common Areas and generally providing for and promoting the recreation, health, safety, and welfare of members of the Association.
- 3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws and Declaration, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in the Utah Revised Non-Profit Corporation Act and Utah Community Association Act.
- 3.3 Non-Profit. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III, no dividend shall be paid to, no part of the Association's funds shall be



Jenny Edlund and Carol Houston, of the Board for Entity No. 2, hereby certify and swear that the above described approval was obtained accepting and approving the filing of these Articles of Incorporation.

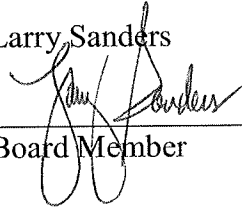
Jenny Edlund

David Houston

Board Member

Board Member

Larry Sanders



Board Member

ARTICLE I - NAME

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ENTRY NO. 00171017
 08/01/2016 09:04:06 AM B: 0464 P: 0977
 Amended CC & R'S PAGE 59 / 84
 VERJEN GRUPO, KANE COUNTY RECORDER
 FEE \$ 251.00 BY VIRL FOTHERINGHAM



Jenny Edlund and Carol Houston, of the Board for Entity No. 2, hereby certify and swear that the above described approval was obtained accepting and approving the filing of these Articles of Incorporation.

Jenny Edlund

Board Member

David Houston



Board Member

Larry Sanders

Board Member

ARTICLE I - NAME

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- 3.1 Purpose. The Association is organized and shall be operated as a nonprofit corporation for the purpose of enforcing the terms and conditions of the Articles, the Bylaws, and Declaration, as they may be amended, and otherwise administering any Common Areas and generally providing for and promoting the recreation, health, safety, and welfare of members of the Association.
- 3.2 Powers. The Association shall have all of the powers conferred upon it by the Articles, Bylaws and Declaration, and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in the Utah Revised Non-Profit Corporation Act and Utah Community Association Act.
- 3.3 Non-Profit. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III, no dividend shall be paid to, no part of the Association's funds shall be

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0978
Amended CC & R'S PAGE 60 / 64
VERJEN CARUSO, KANE COUNTY RECORDER
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distributed to, and no part of the net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers.


ARTICLE IV - DEFINITIONS

4.1 All terms used but not defined herein shall have the meanings given them under that certain Amended, Restated & Consolidated Declaration for Zion Ridge Consolidated Planned Unit Development, recorded in the Official Records of the Kane County Recorder's Office on _____, as Entry No. _____ (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and these Articles of Incorporation.

ARTICLE V – MEMBERSHIP SHARES AND VOTING RIGHTS

- 5.1 Membership/Shares. 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. The Association shall not issue shares of stock. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.
- 5.2 Voting Rights. The Members of the Association shall have voting rights, as set forth in the Bylaws and/or Declaration.
- 5.3 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address and telephone number of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of fee or undivided interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred, that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Kane County, Utah and the necessary information to update the Association membership records. The Association may for all purposes act and rely on the information concerning Members and Lot ownership, which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot which is obtained from the office of the County Recorder of Kane County, Utah. The address of a Member shall be deemed to be the address of the residence situated on such Member's Lot unless the Association is otherwise advised in writing.

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0973
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ARTICLE VI - ASSESSMENTS

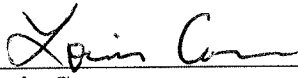
6.1 Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

ARTICLE VII –REGISTERED OFFICE AND REGISTERED AGENT

7.1 The address of the registered agent of the Association is:

Louis Casas
P.O. Box 5521
Mount Carmel, Utah 84755

By signing below, the undersigned, whose address is set forth hereinabove, accepts appointment as the registered agent.



Louis Casas
Registered Agent

ARTICLE VIII – APPOINTMENT OF BOARD OF DIRECTORS

8.1 The Board shall be elected by the Members of the Association in accordance with the Declaration and the Bylaws of the Association.
8.2 The Association shall have one class of membership. The Board selected by the Association must be Members unless or until there are insufficient Members who desire to serve on the Board, in which case Board members need not be Members of the Association.

ARTICLE IX – BOARD OF DIRECTORS

9.1 Initial Board. As of the date of the filing of these Articles, the following individuals shall serve as the initial Board of Directors for the Association:

<u>Name</u>	<u>Address:</u>
1. Jenny Edlund	P.O. Box 62 Kanab, UT 84741
2. Steve Brown	10530 Boulder Ridge Terrace Chatsworth, CA 19311

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0980
Amended CC & R'S PAGE 62 / 84
VERJUAN CARUSO, KANE COUNTY RECORDER
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3. Louis Casas P.O. Box 5521
Mount Carmel, UT 84755
4. Larry Sanders 195 South 1950 East
Layton, UT 84040
5. Davis Houston 3606 Carol Lark Ct.
Las Vegas, NV 89129

ARTICLE X - MISCELLANEOUS

- 10.1 Dissolution. Upon dissolution, the assets of the Association shall be distributed in accordance with the Declaration and Utah Community Association Act.
- 10.2 Amendment. Any amendment to these Articles shall require the affirmative vote, or written consent, of at least fifty-one percent (51%) of the total membership of the Association.
- 10.3 Resolutions & Rules. The Board may adopt, amend and repeal resolutions and rules for regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, Bylaws or applicable Utah law.
- 10.4 Interpretation. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of both instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation and Community Association Acts are inconsistent with these Articles and the Declaration, such legislation shall supplement the terms hereof.
- 10.5 Limitation on Liability. The Directors, Officers and Members of the Association shall not be held personally liable for the debts and obligations of the Association. The Association shall carry insurance as set forth in the Declaration.

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0981

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VERJEAN CARUSO, KANE COUNTY RECORDER

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Zion Ridge Owners Association Consolidated, Inc.



By: Louis Casas
Its: Board Member

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Louis Casas who being by me duly sworn, did say that he is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

Zion Ridge Owners Association Consolidated, Inc.

By: Steve Brown
Its: Board Member

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Steve Brown, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0982

Amended CC & R'S PAGE 64 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



Zion Ridge Owners Association Consolidated, Inc.

By: Louis Casas
Its: Board Member

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Louis Casas who being by me duly sworn, did say that he is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

Zion Ridge Owners Association Consolidated, Inc.



By: Steve Brown
Its: Board Member

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Steve Brown, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0984

Amended CC & R'S PAGE 66 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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Amended, Restated & Consolidated Articles of Incorporation for
Consolidated Zion Ridge Owners Association, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 5/6/2016 before me, Greg Bernardo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steve Brown
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Articles of Incorporation
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0985

Amended CC & R'S PAGE 67 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
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Zion Ridge Owners Association Consolidated, Inc.

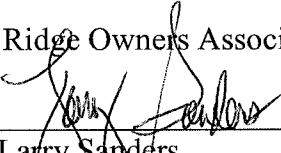
By: Jenny Edlund
Its: Board Member

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Jenny Edlund, who being by me duly sworn, did say that he/she is a Board Member of Consolidated Zion Ridge Owners Association, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

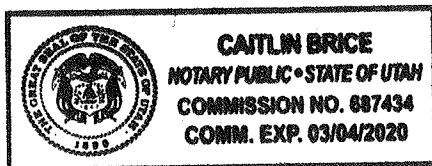
Notary Public

Zion Ridge Owners Association Consolidated, Inc.


By: Larry Sanders
Its: Board Member

STATE OF Utah)
: ss
COUNTY OF Davis)

On this 14th day of July, 2016, personally appeared before me Larry Sanders, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.




Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0987

Amended CC & R'S PAGE 69 / 84

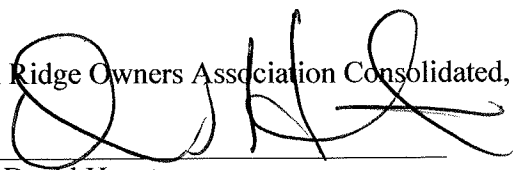
VERJEAN CARUSO, KANE COUNTY RECORDER

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Amended, Restated & Consolidated Articles of Incorporation for
Consolidated Zion Ridge Owners Association, Inc.

Zion Ridge Owners Association Consolidated, Inc.



By: David Houston

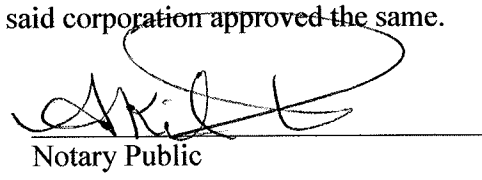
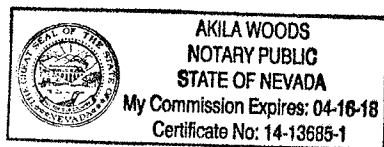
Its: Board Member

STATE OF Nevada)

: ss

COUNTY OF Clark)

On this 1st day of July, 2016, personally appeared before me David Houston, who being by me duly sworn, did say that he/she is a Board Member of Zion Ridge Owners Association Consolidated, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.


Notary Public

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0988

Amended CC & R'S PAGE 70 / 84

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EXHIBIT "C"

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0989

Amended CC & R'S PAGE 71 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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**AMENDED, RESTATED & CONSOLIDATED BYLAWS
OF
ZION RIDGE OWNERS
ASSOCIATION CONSOLIDATED, INC.**

The following are the Amended, Restated & Consolidated Bylaws of Zion Ridge Owners Association Consolidated, Inc., a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended, Restated & Consolidated Declaration of Covenants, Conditions & Restrictions for Zion Ridge Consolidated Planned Unit Development, of even date and recorded in the Official Records of the Kane County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the second Saturday in March of each year at a location and time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty percent (20%) of the total membership, as defined in the Declaration.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, subject to Section 2.4, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0990
Amended CC & R'S PAGE 72 / 84
VERJEAN CARUSO, KANE COUNTY RECORDER
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Owner to the Board. Said notice is effective upon sending the email, electronic communication, or by depositing with the U.S. Postal Service, postage prepaid. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty percent (20%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballots must set forth each proposed action and provide the option of voting for or against each proposed action. In order for the action to pass, members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballots must also specify the period during which the Association shall accept written ballots for counting. Following this period, the



Association shall provide notice to Owners of whether such action was or was not approved.

An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one equal vote for each Lot in which they are an Owner. There shall only be one vote for each Lot in the Project. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable, as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of three years; provided, however, that initially, the Board shall identify two of the five members of the Board to serve for a two-year term. The other members shall serve for a three-year term. Thereafter, all members elected each year shall serve for a three-year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

Section 3.2 Eligibility. All members of the Board shall be Owners.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0992
Amended CC & R'S PAGE 74 / 84
VERJEAN GARUSO, KANE COUNTY RECORDER
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therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

**ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS**

Section 4.1 Nomination. Nomination for election to the Board will be called prior to the notification of the annual general meeting. Interested members shall submit a brief resume by mail to the President of the Board or his assignee. Resumes, ballots, and proxies will be mailed to the membership prior to the annual general meeting.

Section 4.2 Election. The election of Directors shall be by written ballot, the persons receiving the largest number of votes shall be elected. Ballots and proxies will be mailed prior to the annual general meeting.

**ARTICLE V
MEETINGS OF THE BOARD**

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0993
Amended CC & R'S PAGE 75 / 84
VERJEN KOPRO, KANE COUNTY RECORDER
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Owners may attend regular board meetings except when the Board is in executive session. The Board shall provide notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of private roadways, gates and bridges;
- (g) Maintenance of any private water system or other private utility;
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0994
Amended CC & R'S PAGE 76 / 84
VERJEAN CAPUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Maintenance of parking;
- (q) Adoption of reasonable pet restrictions; and
- (r) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

**ARTICLE VII
OFFICERS AND THEIR DUTIES**

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, treasurer and such other office as designated by the Board, who shall at all times be members of the Board, and such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. The duties of the officers are as follows:

ENTRY NO. 00171017
 08/01/2016 09:04:06 AM B: 0464 P: 0995
 Amended CC & R'S PAGE 77 / 84
 VERUEIN GARUSO, KANE COUNTY RECORDER
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President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Secretary/Treasurer: The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0996
Amended CC & R'S PAGE 78 / 84
VERJUAN CARUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIRL FOTHERINGHAM

heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.


ARTICLE X AMENDMENTS, ORDER OF PRECEDENCE

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0997
Amended CC & R'S PAGE 79 / 84
VERJEAN CAPUSO, KANE COUNTY RECORDER
FEE \$ 251.00 BY VIAL FOTHERINGHAM



include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

ARTICLE XI AMENDMENTS, ORDER OF PRECEDENCE


Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Kane County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII FISCAL YEAR

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Kane County Recorder, State of Utah.

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

X 
By: Louis Casas
Its: Board Member

ENTRY NO. 00171017
08/01/2016 09:04:06 AM B: 0464 P: 0998
Amended CC & R'S PAGE 80 / 84
VERJENH CRUSO, KANE COUNTY RECORDER
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ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

X 

By: Steve Brown
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Larry Sanders
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Jenny Edlund
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: David Houston
Its: Board Member

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 0999

Amended CC & R'S PAGE 81 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Steve Brown
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

X 
By: Larry Sanders
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Jenny Edlund
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: David Houston
Its: Board Member

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 1000

Amended CC & R'S PAGE 82 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Steve Brown
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Larry Sanders
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

X *Jennifer Edlund*
By: Jenny Edlund
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Davis Houston
Its: Board Member

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 1001

Amended CC & R'S PAGE 83 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 251.00 BY VIAL FOTHERINGHAM



ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Steve Brown
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Larry Sanders
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: Jenny Edlund
Its: Board Member

ZION RIDGE OWNERS ASSOCIATION CONSOLIDATED, INC.
A Utah non-profit corporation

By: David Houston
Its: Board Member

ENTRY NO. 00171017

08/01/2016 09:04:06 AM B: 0464 P: 1002

Amended CC & R'S PAGE 84 / 84

VERJEAN CARUSO, KANE COUNTY RECORDER

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