

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**WHITE HORSE SUBDIVISION
A PLANNED UNIT DEVELOPMENT**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is made effective this 15th day of May 2021 ("Effective Date") by the White Horse Homeowners Association, Inc., a Utah non-profit corporation (the "Association").

RECITALS

- A. The White Horse Subdivision is comprised of real property described as 31 single-family Lots, four Common Area Parcels, two private roadways, and various easements, as more particularly described in the attached *Exhibit A* (the "Subdivision").
- B. The Declaration of Covenants, Conditions, Reservations, Restrictions, and Reservation of Easements to govern develop of the Subdivision was originally recorded in the real property records of Grand County, Utah on August 5, 2009, at Entry No. 492293 ("Original Declaration").
- C. By execution and recording of this Declaration, the Association desires to clarify existing ambiguous or irrelevant provisions and update the Declaration to consistent with Utah law for the purpose of maintaining and developing the Subdivision as a highly desirable residential area.
- D. This Declaration amends and restates the Original Declaration, which document is superseded in its entirety by the terms and provisions herein. Thus, the Original Declaration are of no further force or effect.

NOW THEREFORE, the Association, through an affirmative vote of the Declarant and 67% of the remaining total votes in the Association, as required in Section 12.5 of the Original Declaration, hereby makes the following Amended and Restated Declaration containing covenants, conditions, and restrictions, which shall attach to, be binding upon, and run with the land underlying the Subdivision:

ARTICLE 1

VISION AND PURPOSE

It is the purpose of the Subdivision and the Association managing the same to maintain and develop the Subdivision as a highly desirable residential area; administer and maintain the Common Area for the benefit of the Members; promote the health, safety, and welfare of the Members, their guests and invitees; ensure that all Lots and the Improvements located therein are high quality and of suitable architectural design; preserve the natural environmental and scenic beauty of natural landscape within the Subdivision to the extent feasible; provide for the establishment and maintenance of a private road system to serve the Subdivision; and take those actions deemed necessary, conducive, incidental or advisable to accomplish and promote said purpose and intent.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases, when used in this Declaration shall be deemed to have the following meanings.

2.1 **Act**: the Utah Community Association Act, codified at Utah Code §§ 57-8a-101, *et seq.*, as amended.

2.2 **Allocated Interests**: the Common Expenses liability and the votes in the Association allocated to each Lot, as further described in Article 6.

2.3 **Architectural Committee**: the committee formed pursuant to Article 5 below.

2.4 **Articles**: the Articles of Incorporation of the Association, as amended.

2.5 **Assessment or Common Expense Assessment**: all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Lots pursuant to the Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

2.6 **Association**: WHITE HORSE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

2.7 **Board**: the Board of Directors elected to manage the Association.

2.8 **Bylaws**: the Bylaws of the Association, as amended. The initial Bylaws shall be as adopted by the first Board of Directors and recorded in the real property records of Grand County.

2.9 **Common Area**: all real property owned or managed by the Association for the common use and enjoyment of the Members, specifically including: Parcels A through D; all drainage facilities; the private roadways serving the Subdivision: Shadowfax Run and Lipizzan

Jump; and all easements established by Plat for emergency access, drainage, trails, and utilities. Common Area and Common Element may be used interchangeably herein or on the Plat.

2.10 Common Expenses: Common Expenses shall mean and refers to all expenditures made and liabilities incurred by or on behalf of the Association to maintain the Common Area and manage the Association, including interest, late fees, attorney fees, fines, and costs charged to any Member.

2.11 County: Grand County, Utah

2.12 Declaration: this Declaration of Covenants, Conditions, and Restrictions, as amended.

2.13 Declarant: White Horse Development Company, LLC, a Utah limited liability company.

2.14 Dwelling: that portion of any building (including garage, deck, patio, and other improvements) located on a Lot, designed and intended for use and occupancy as a single-family residence, and owned by an Owner.

2.15 Governing Documents: the Articles of Incorporation, Bylaws, this Declaration, the Plats, and any Rules and Regulations adopted by the Association, as amended.

2.16 Improvement: the installation, construction, repair, maintenance, painting, or staining a structure, including homes, garages, patios, decks, and any exterior surface; landscaping, including vegetation, trees, hedges, shrubs, bushes, and rock work; fencing; solar collectors and equipment; pools, spas, and hot tubs; excavation, fill, ditch, diversion dam or any other device which affects or alters the natural flow of surface or subsurface water from upon, under, or across any portion of the Subdivision; or any utility line, conduit, pipe, or other related facility or equipment.

2.17 Lot: any Lot created by the Plat for the construction of a Dwelling, including all Improvements thereon. A Lot does not include any portion of the Common Area.

2.18 Majority Vote: the approval by fifty-one percent (51%) or more of the Members represented at a Members' meeting, or Directors represented at a Board meeting, in person or by proxy, at which a quorum is present.

2.19 Member: a person entitled to membership in the Association as provided herein. Member and Owner may be used interchangeably herein.

2.20 Notice: except as provided elsewhere herein, written correspondence transmitted by U.S. mail or electronically via email, Dropbox or the equivalent, or posting to a website, to the Owner's mailing address or email address, as appropriate and as it appears in the records of the Association. All notices to the Association or the Board shall be delivered to the Association's Registered Agent, on record with Utah's Division of Corporations.

2.21 Notice and Hearing: written notice delivered to an Owner at the last known address of record via certified U.S. Mail, return receipt requested, and an opportunity to be heard at a Special Meeting of the Board of Directors, to be held no more than fourteen (14) business days after notice is given. The Notice shall include the Hearing date, location, time, and agenda.

2.22 Owner(s): Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Subdivision, but excluding those having an interest merely as security for the performance of an obligation. The terms "Member" and "Owner" may be used interchangeably herein.

2.23 Plat(s): collectively: the final Plat of the Subdivision recorded in the real property records of Grand County, Utah at Entry No. 492292 on August 5, 2009, as amended; the re-Plat of Lots 3 and 4 recorded in the real property records of Grand County, Utah at Entry No. 508731 on May 1, 2015, as amended; the re-Plat of Lots 15 and 16 recorded in the real property records of Grand County, Utah at Entry No. 505454 on January 22, 2014, as amended; and the re-Plat of Lots 25, 26, and 27 recorded in the real property records of Grand County, Utah at Entry No. 511995 on May 27, 2016, as amended.

2.24 Property: the real property restricted by this Declaration, including all easements, rights, and appurtenances belonging thereto, and all Improvements erected or to be erected thereon. Property and Subdivision may be used interchangeably herein.

2.25 Roadways: Shadowfax Run and Lipizzan Jump.

2.26 Rules and Regulations: those Architectural Guidelines, Schedules of Fines, and other policies and procedures adopted by the Association, as required under the Act and as otherwise provided herein, concerning: (I) Collection of unpaid assessments; (II) Handling of conflicts of interest involving board members; (III) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles; (IV) Enforcement of this Declaration and said Rules, including a Schedule of Fines as allowed by the Act; (V) Inspection and copying of association records by Owners; (VI) Investment of reserve funds; and (VII) Resolution of disputes arising between the Association and Owners; provided, however, that said Rules and Regulations do not conflict with the covenants contained herein.

2.27 Reserve Fund: the account used by the Association for the purpose of paying for the perpetual use, operation, maintenance, and supervision of the Common Area as well as the management and administration of the Association, as otherwise defined and required by the Act.

ARTICLE 3 **DESCRIPTION OF THE SUBDIVISION**

3.1 Description of Subdivision. The White Horse Subdivision is a thirty-one (31) lot residential Subdivision as shown and depicted on the Plat.

3.2 Owners' Easement of Access and Enjoyment. The Owners shall have a right and easement of access and enjoyment in and to the Common Area, including an exclusive easement to accommodate the projection of eaves and other structural components of a residential dwelling into the Common Area, according to the original design and construction approved by the Architectural Committee, which easement shall be appurtenant to and shall pass with the title to the Lots, subject to the right of the Association to:

a. Promulgate and publish Rules and Regulations, with which each Owner shall strictly comply;

b. Suspend the voting and use rights for the Common Area, during any period of violation of the Governing Documents, after Notice and Hearing, pursuant to this Declaration and the Bylaws;

c. Grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Area for any purpose consistent with the intent of this Declaration;

d. Consent to or otherwise cause the construction of additional improvements on the Common Area, and to consent to or otherwise cause the alteration or removal or any existing improvements on the Common Area for the benefit of the Members; and

e. Close or limit the use of the Common Area while maintaining, repairing and improving the Common Area.

3.3 Association Easements

a. *General Access and Use.* The Association shall have a perpetual, non-exclusive easement of access and use over and across each Lot only as necessary to the performance of obligations in the Governing Documents; provided, however, that this easement and use thereof shall not unreasonably interfere with or impair the use of any Improvements constructed on any Lot and shall be exercised only after reasonable notice to an Owner.

b. *Utilities.* The Association shall have perpetual, non-exclusive easements for public utilities, including water, sewer, gas, electrical, internet, cable, and telephone utilities, over, across, and through the Subdivision, and specifically Lot 25, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair said public utilities, in those locations shown and described on the Plat.

c. *Drainage.* The Association shall have perpetual, non-exclusive easements for drainage over, across, and through the Subdivision, and specifically Lots 1, 7 through 9, 18 through 22, and 32 together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair drainage and associated facilities, as shown on the Plat.

d. *Trails.* The Association shall have perpetual, non-exclusive easements for trails over, across, and through the Subdivision, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair said trails, as shown on the Plat.

3.4 General Emergency Easements. The Association, the County, and all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Subdivision, shall have a nonexclusive easement for ingress and egress to enter upon any part of the Subdivision in the performance of their duties.

3.5 General County Easement. The County shall have the right but not the duty, after due notice to the Association, to remove any landscape systems, features, or elements that cease to be maintained by the Association; to perform responsibilities of the Association if it fails to do so in compliance with any provisions of the agreements, covenants, or restrictions of the Association or of any application county codes or regulations; to assess the Association for all costs incurred by the County in performing said responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the County pursuant to state law or county codes or regulation. Further, the County has neither the right nor the duty to enforce this Declaration or act for the Association except as expressly required by law. Accordingly, The Association shall hold the County harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney fees and costs of suit, incurred or resulting from the action or inaction of the County regarding the removal of any landscape systems, features or elements that cease to be maintained by the Association, the County's exercise of the Association obligations hereunder due to a failure or dissolution of the Association, or the County's enforcement of this Declaration.

3.6 GWSSA Easement. The Grand Water Sewer Services Agency ("GWSSA") shall have perpetual, non-exclusive easements for sewer and water utilities, over, across, and through the Subdivision, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair said water and sewer utilities, in those locations shown and described on the Plat as "GWSSA Easements."

ARTICLE 4 **USE RESTRICTIONS**

4.1 Residential Use Only. The lots shall be occupied and used for single family residential purposes only. All Dwellings and structures must be completed within 24 months of commencement of construction. In extenuating circumstances, extension of the 24-month construction time period may be granted by a written request to the Board of Directors and its approval. Said approval is not to be unreasonably withheld by the Board of Directors. Violation of the construction time period may result in fines as well as the Association removing the unfinished construction of which the owner will be responsible for the cost of this removal.

4.2 Home Business. The pursuit of a trade, business, or profession within the Subdivision shall be permitted, so long as all activity takes place within the Lot thereon; the use

is clearly secondary to the residential use of the premises; the use does not use pesticides or excessive amounts of water; the use does not cause excessive traffic, disruption, odor, noise or nuisance, to be determined in the sole discretion of the Association; and the use is compliant with County Code, this Declaration, and the Association's Rules and Regulations, if any.

4.3 Leasing. Timeshare or fractional interests as defined in Utah Code § 57-19-1 *et seq.* and overnight or short-term rentals of 30 days or less, or as otherwise defined by the County Land Use Code, whichever definition is more restrictive, are expressly prohibited. An Owner may lease his or her lot or residence on a long-term basis provided that such lease is written and expressly subject to this Declaration.

4.4 No Subdivision. The Lots may not be further subdivided or partitioned from the Lot configurations shown on the final Plat of the Subdivision recorded in the real property records of Grand County, Utah at Entry No. 492292 on August 5, 2009. This Section shall not be construed to limit the right of owners to adjust boundaries or merge Lots so long as no new lots are created.

4.5 Nuisances. No Lot or Improvement thereon shall be used, occupied, or altered in a manner which creates a nuisance, interferes with the rights of any other Owner, increases the rate of insurance for the Subdivision, or causes any insurance policy to be canceled or to cause a refusal to renew the same. Short-term rentals are hereby deemed a nuisance.

4.6 Signs. Signs identifying the address or owner or advertising Lots for sale or rent as well as political or campaign signs are permissible on each Lot without prior specific approval of the Architectural Committee, provided that such signs shall be of reasonable and customary size and comply with all local sign ordinances. Except as expressly permitted by this Section, no other signs shall be placed on any portion of a Lot unless first approved by the Architectural Committee.

4.7 Animals. Without the express written consent of the Association, no animals of any kind shall be raised, bred, or kept on any Lot. Notwithstanding the foregoing, three (3) ordinary household pets such as a dog, cat, or bird may be kept on a Lot, subject to the following provisions:

a. Dogs at large are prohibited and must be leashed or under voice and sight control at all times outside; provided, however, that after an incident of aggression involving an Owner's animal, the dog shall be leashed at all times or kept behind a fence.

b. Farm animals (other than chickens), fighting dogs, roosters, and commercial animals are prohibited. Pets which make an unreasonable amount of noise, including incessant barking, constitute a nuisance and are prohibited.

c. Each Owner shall be responsible for and pick up all animal waste from the Common Area, including the roadways.

d. The Board may enact reasonable rules respecting the keeping of animals within the Subdivision, and may designate certain areas in which animals may or may not be taken or kept. If, in the opinion of the Association, a specific pet, or a group of pets,

becomes a general annoyance or nuisance to other Owners, the Association may prohibit the keeping of that animal in the Subdivision.

4.8 Parking. Owner's vehicles shall be parked in the Owner's garage whenever feasible. Owners may keep as many vehicles on his or her Lot as can be contained in the garage and driveway. RVs or trailers may park only in the Owner's driveway on a temporary basis, may not encroach onto the Common Area or the Roadways, and must be stored off the property when not in use. All RVs, trailers, and vehicles parked in the Subdivision must be licensed and operational.

4.9 Garbage and Refuse Disposal. All rubbish, trash, and garbage shall be regularly removed from the Subdivision, and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view.

4.10 Maintenance. Each Owner shall keep and maintain his or her Lot and the Improvements erected thereon, including the driveways and walkways, in a proper, neat and orderly manner which protects and maintains the high-quality integrity of the Subdivision. Further, each Owner shall use and enjoy his or her Lot in a manner that promotes common sense and respect for other Owners, including the exterior maintenance of all Improvements. The Association may adopt Rules and Regulations regarding the regularity of required exterior maintenance and deck/patio areas, which may include reasonable restrictions on the type of exterior patio furnishings placed on the decks/patio. This Section 4.10 shall supersede and replace in its entirety any Plat Note to the contrary included on the Plat.

4.11 Landscaping. Landscaping shall prioritize undisturbed native shrubs and trees and other plant materials indigenous to the Moab valley. All graded slopes shall be planted with vegetation to prevent erosion. Each Owner shall submit a Landscaping Plan for approval to the Architectural Committee and complete said Landscaping of their Lot within one (1) year of the date of their Certificate of Occupancy for all new primary Dwellings or within one (1) year of the Effective Date of this Declaration for all existing primary Dwellings.

4.12 No Temporary Structures. No temporary structures, recreational vehicles ("RV"), trailers, tents, garages or any other outbuildings shall be used as a residence, including temporary camping, on any Lot or Common Area within the Subdivision, whether short-term or long-term by the Owner, or its guests and invitees.

4.13 Power Equipment and Car Maintenance. No power equipment or vehicle repairs, other than minor repairs requiring no more that twenty-four (24) hours work, shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

4.14 Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted. Further, no Owner is permitted to construct, use, or operate his own external radio, television or other electronic antenna without the consent of the Architectural Committee nor any

radio transmission shall be permitted on the Property, except as allowed by law. Satellite dishes are permissible and shall be installed in a location hidden from street view when possible.

4.15 Window Covers. Curtains and drapes, shutters, or blinds of a neutral and muted color may be installed as Window Covers, subject to the Architectural Committee's absolute discretion. An Owner may but is not required to seek advanced approval for Window Covers from the Architectural Committee; provided, however, that the Architectural Committee shall have the power to disapprove and require removal of any Window Covers which do not comply with this Section. No window shall be covered with aluminum foil or similar material.

4.16 Lighting. All exterior lighting shall be full cutoff, downward directed, and fully shielded so that neither glare nor reflection reaches neighboring properties and night lighting of the sky is minimized. Maximum exterior wattage is 60 watts per light fixture, with warm lamps preferred.

4.17 No Drilling. Water wells shall not be drilled or permitted on any Lot, regardless of potential injury. Extractive industry, including oil, gas, or other mineral drilling and development, is expressly prohibited throughout the Subdivision.

4.18 Improvements/Modifications. An Owner shall not make, install, or construct any Improvements, including landscaping, fencing, and modifications to the exterior of a residence, without application to and the prior written approval of the Architectural Committee.

4.19 Reconstruction after Damage. In the event of destruction to a Dwelling, the Owner shall, as promptly as practical, restore and repair the Dwelling to its former condition, upon re-application for approval of said re-construction or repair from the Architectural Committee. An Owner shall use the proceeds of any property insurance for re-construction or repair of a Dwelling for that purpose.

4.20 Burning. Burning of brush and debris on any Lot is prohibited except as allowed by the County Land Use Code; provided, however, that this Section shall not be construed as to prohibit outdoor fires in designated fire pits or rings.

4.21 Enforcement/Fines. To enforce this Article 4, the Board may adopt Rules and Regulations regarding enforcement, including a Schedule of Fines. Further, if the Board determines that an Owner has violated this Article 4, it shall provide to the Owner a written Notice of Violation. The Owner shall have thirty (30) days from receipt of the Notice of Violation to cure the same ("Cure Period"). If the Owner fails to remedy the violation within the Cure Period, the Board shall levy a Fine against such Owner in the amount established by the Schedule of Fines or the actual cost of removing or remedying the violation, whichever is greater, and may lien the Owner's Lot pursuant to procedures set forth in this Declaration and the Act.

ARTICLE 5

ARCHITECTURAL CONTROL

5.1 Architectural Committee. The Architectural Committee (for purposes of this Article 5, the "Committee") shall consist of three (3) Members appointed by the Board of Trustees. Unless and until the Committee is appointed under this provision, the functions of the Committee shall be carried out by the Board.

5.2 Prohibition of Alteration and Improvement. No Improvements, as defined in Section 2.16, shall be commenced or erected, until the same has been approved in writing by the Architectural Committee. Notwithstanding the foregoing, an Owner does not need additional approval to re-paint or re-stain an Improvement with the same color or re-place decking or fence boards with the same material previously approved by the Committee as part of the Owner's regular maintenance required hereunder.

5.3 Plans and Approval. Prior to improving any Lot, the Owner shall submit three (3) complete sets of construction and site plans with specifications showing the nature, kind, shape, size, and location, with a complete list of all exterior materials and colors, to the Committee for approval as to quality of workmanship, design and harmony of external design with existing structures.

5.4 General Power and Authority. The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction to assure its conformance with plans approved by the Board or Committee. An application submitted to the Committee hereunder shall be deemed approved, unless the Committee denies the application or requests additional information or materials, in writing, within thirty (30) days of receipt of the application by the Committee.

5.5 Architectural and Construction Guidelines. The initial Committee shall adopt guidelines with specific design and construction standards, which may include a Construction Application Package with specific application procedures and standard obligations during construction, and amend the same from time to time as necessary (the "Guidelines"). Declarant shall consent to the initial Architectural Guidelines and all amendments thereto for as long as Declarant owns more than one (1) Lot in the Subdivision.

5.6 Non-Liability of Committee Members. Neither the Committee nor any Member thereof shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of, or in any way connected with the performance of the Committees duties hereunder unless the liability arises from the willful misconduct or bad faith of the Committee or Member. The Committee shall review and approve or disapprove all plans submitted to it for any proposed change or alteration, solely on the basis of aesthetic considerations and the overall benefit or detriment which will result to the immediate vicinity and the Subdivision generally, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Association shall indemnify any Committee Member to the full extent allowed by the law.

ARTICLE 6
ASSOCIATION: MEMBERSHIP

6.1 Organization of the Association. The Association is incorporated under the name of WHITE HORSE HOMEOWNERS ASSOCIATION, INC., in accordance with the requirements of the Utah Revised Nonprofit Corporation Act, §§ 16-6a-101, *et seq.*

6.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Utah may lawfully do which are necessary or proper to ensure the peace, health, comfort, safety, and general welfare of the Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Declaration, the Articles, and Bylaws.

6.3 Membership. Every record Owner of a fee interest in any Lot subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership.

6.4 Allocated Interests. Each Lot designated on the Schedule of Allocated Interests attached hereto as *Exhibit B* shall have an Allocated Interest of 1/31. The Allocated Interests shall not be reduced, even in the event of merger of the Lots. Each Allocated Interest shall be entitled one (1) vote, which shall be cast as a single vote and shall not be subject to fractional voting. Votes may not be allocated to a Lot owned by the Association.

6.5 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer shall be void *ab initio*.

6.6 Meetings of the Members. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws.

6.7 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, which shall be established and which shall conduct meetings according to the provisions of the Bylaws.

ARTICLE 7
COMMON AREA

7.1 Association Management of Common Area. The Association shall own, operate, maintain, and repair the Common Area, as defined in Section 2.9, for the common benefit of Owners of the Subdivision, and in a condition which will minimize flooding, soil erosion, fire,

and weed infestation. The Association shall landscape, restore, or revegetate with weed free seed and mulch all excavations, fills and other construction which disturb the existing vegetation. Further, the Association shall not intentionally introduce weeds or invasive plants to the Common Area, and shall control noxious weeds and invasive plants on said property in accordance with federal, state and local laws and regulations. The Association shall, to the extent possible, eradicate weeds and invasive plants with non-mechanical means.

7.2 Use Restrictions:

- a. *Development.* The Common Area may not be further subdivided or partitioned or used or developed for purposes other than open space and recreation for the Members.
- b. *Improvement.* Without the prior approval of the Association, no vegetation, landscaping, structure or other improvement within the Common Area shall be removed, constructed, enlarged, demolished or altered.
- c. *Motorized Vehicles.* Motorized vehicles are allowed in the Common Area only as needed for maintenance and repair of infrastructure or other improvements and only after express authorization from the Association.
- d. *Camping.* Owners, and their guests and invitees if accompanied by an Owner, may camp in the Common Area for no more than three (3) consecutive nights only after prior written notification to the Board of the dates of use and contact information for the camping parties.
- e. *Fireworks and Firearms.* No fireworks or firearms may be discharged within the Common Area.
- f. *Dogs.* Dogs must be on a leash or under sight and voice control when enjoying the Common Area. No animals may be housed or kept in the Common Area. Owners are responsible for picking up all animal waste from the Common Area.
- g. *Burning.* Burning of brush and debris, or fires of any kind, within the Common Area is prohibited except as expressly authorized by the Board for the purposes of general maintenance and weed control.

7.3 Damage to Common Area. Except as otherwise provided in these Declarations, in the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 and the Bylaws for reconstruction or repair of the Common Area shall be used for such purpose, unless the Board unanimously votes to alternatively apply the proceeds. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the

amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an extraordinary Assessment for the deficiency and proceed with such restoration and repair.

7.4 Condemnation. If at any time or times, the Common Area, or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any Improvements on the remainder of the Common Area, unless the Board unanimously votes to alternatively apply the proceeds. Upon completion of such work and payment in full therefore, any remaining proceeds of condemnation shall be deposited into the Reserve Fund.

7.5 Correction of Plat Note. Each Owner, not the Association, shall be responsible for the construction, maintenance, repair, restoration, and replacement of the driveways on and across each Lot. This Section 7.5 shall supersede and replace in its entirety any Plat Note to the contrary included on the Plat.

7.6 Rules and Regulations regarding Common Area. The Association may create Rules and Regulations regarding management of the Common Area, as necessary.

ARTICLE 8 **ASSESSMENTS**

8.1 Creation of Association Lien. The Association shall charge Assessments on an annual basis against all Lots, which Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The Association may also charge Assessments for future anticipated costs and expenses. The budget shall be submitted to the Owners for ratification pursuant to the Act and as set forth in the Bylaws, as amended. Assessments, apportioned based on the Allocated Interests, shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

8.2 Personal Obligation to Pay Assessments for Common Expenses. Each Lot, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments for Common Expenses and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became due.

8.3 Unpaid Assessments Constitute Lien. Assessments for Common Expenses as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is

payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment the Lot against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration.

8.4 Apportionment of Common Expenses. Except as provided in this Declaration, all Assessments, including Special Assessments, for Common Expenses shall be assessed against all Lots in accordance with the Allocated Interests formula for the Common Expenses as set forth in Section 6.4 and Exhibit B.

8.5 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board; provided that any such Assessment shall have the assent of the majority vote of the Owners at a properly noticed meeting.

8.6 Default Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents, shall be a Default Assessment and shall become a Lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be submitted to the Owner subject to such Assessment at least ten (10) days after the due date.

8.7 Lot Specific Assessments. The Association shall have the right to add to any Owner's Assessment, those amounts expended by the Association for the benefit of any individual Lot and the Owner thereof, including, but not limited to: a) fines, improvement, repair, replacement and maintenance of a Lot that an Owner has failed to perform (after Notice as provided in this Declaration); b) improvement, repair, replacement and maintenance to the Common Area caused by the negligent or willful acts of any Owner, his guests, employees, licensees, lessees or invitees; and c) after Notice and Hearing, all other expenditures or charges which the Board, in its sole discretion, allocates to a Lot.

8.8 Effect of Non-Payment of Assessment. The Board may assess a reasonable late fee of not less than fifty dollars (\$50), as established by the Board in the Schedule of Fines, for any assessment, charge or fee provided for in his Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after its due date. If any such sums, together with the late fee, remain unpaid for more than sixty (60) days, the Board may also charge default interest at the rate of ten percent (10%) per annum, or greater as established

in a Schedule of Fines, until the overdue sums are paid in full. Further, the Association may file a Notice of Lien against the Lot and bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also foreclose on its lien against such Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at a public auction or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Utah Common Interest Ownership Act.

8.9 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 9

INSURANCE

9.1 Duty to Obtain Insurance/Reserve Fund. The Board shall obtain and maintain insurance policies and limits as the Board may determine reasonable and as specified in the Bylaws. The Association shall maintain a Reserve Fund equal to the amount of the highest deductible applicable for any such policy.

9.2 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the

insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

9.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on the Owner's personal property and upon all other property and improvements on his Lot. Nothing hereby shall preclude any Owner from carrying any public liability insurance the Owner deems desirable to cover the Owner's individual liability for damage to persons or property occurring inside the Owner's Dwelling or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by the Owner to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

ARTICLE 10

DECLARANT'S RIGHT AND LIMITATIONS

10.1 Rights of Declarant. Declarant's sale or other disposition of the Lots is essential to the establishment and welfare of the Property as a residential community. In order that the Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- a. Prevent Declarant, its contractor, or subcontractors from doing on the Property, whatever is reasonable, necessary, or advisable in connection with the completion of the work; or
- b. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the completion of said work and for establishing said property as a residential community and disposing of the same in parcels by sale or other disposition; or
- c. Prevent Declarant from maintaining such sign or signs on any of Property as may be necessary for the sale or disposition thereof.

10.2 Limitations of Declarant.

- a. *Effect of Declaration.* Except as otherwise set forth herein, so long as Declarant, or its successors and assigns, owns one (1) or more of the Lots established and described in this Declaration, Declarant, and its successors and assigns, shall be subject to the provisions of these Declarations. In the event Declarant conveys all of its right, title, and interest in and to the Property to any other Person, then and in such event, Declarant

shall be relieved of the performance of any further duty or obligation hereunder, and such Person, shall be obligated to perform all such duties and obligations of the Declarant.

b. *Minimal Disturbance.* The Declarant shall be obligated to conduct all of its construction and improvement within the Subdivision in a manner which minimizes impact on nearby Owners, including but not limited to mitigating sand blowing, noise, and trash and maintaining the construction site in a neat and tidy manner that is free of debris.

ARTICLE 11 **MISCELLANEOUS**

Amendment. This Declaration may be amended only upon the affirmative vote of the Members representing not less than sixty-seven percent (67 %) of a Quorum, as defined in the Bylaws.

Severability. Each of the covenants, conditions and resolutions contained in this Declaration shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.

Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.

Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.

Waiver. Waiver or failure to enforce any restriction, covenant or condition of this Declaration shall not operate as a waiver of any other restriction, covenant, or condition.

Binding Effect. The provisions of this Declaration, as amended, shall be deemed to be covenants running with the land benefiting and burdening all of the Property. Additionally, this Declaration shall be binding upon, and inures to the benefit of, Declarant, its successors and assigns.

Enforcement. The Board, any Owner, or the County shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

Conflict of Governing Documents. In the event of conflict among or between the Governing Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Plat; Bylaws; Rules and Regulations; and Articles.

Amendment of Association Agreement or Termination of Association Without County Consent. The Association shall not be terminated, nor shall any provision of this Declaration pertaining to the Association's responsibility for the Common Area be amended, without the prior written consent of the County.

County's Right to Remove Landscaping. The County, or its lawful agents, shall have the right, after due notice to the Association, to remove any landscape system, feature or element that ceases to be properly maintained by the Association; to perform the responsibilities of the Association if the Association fails to do so in compliance with any provision of the agreements, covenants or restrictions of the Association or of any applicable County Code or regulation; to assess the Association for all costs incurred by the County in performing said responsibilities if the Association fails to do so; and to avail itself of any other enforcement actions available to the County pursuant to State of Utah law or County codes and regulations.

Indemnification of County. The Association shall indemnify and hold the County harmless from any and all costs, expenses, suits, demands, liabilities or damages, including reasonable attorney's fees and costs of suit, which are incurred by the County, or which result from the County's removal of any landscape systems, feature or element that ceases to be maintained by the Association, or from the County's performance of the aforementioned operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said responsibilities. Further, the Association shall also indemnify and hold the County harmless from any and all costs, expenses, suits, demands, liabilities or damages, including reasonable attorney's fees and costs of suit, incurred as a result of the Association's failure to perform such responsibilities, where such costs, expenses, suits, demands, liabilities or damages result from the County's failure to take action.

County's Inability to Enforce Private Covenants. The parties to this agreement acknowledge and agree that the County has neither the right nor the responsibility to enforce private covenants except in accordance with the Code.


GWSSA Drinking Water Source Protection Plan. No uncontrolled potential contamination sources or pollution sources may be located within the Drinking Water Source Protection Area for the GWSSA Chapmans well according to R309-600-6(1)(w) of the Utah Administrative Code for the land use agreement recorded in book 562, page 401 in the office of the County Clerk, Grand County, Utah.

CERTIFICATION

The President and Treasurer of the Board of Directors hereby certify this Amended and Restated Declaration received an affirmative vote by greater than 67% of the remaining total votes in the Association on May 15th, 2022.

WHITE HORSE OWNERS ASSOCIATION, INC
A Utah nonprofit corporation

ATTEST:



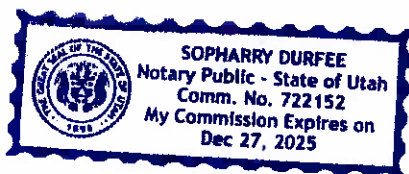
Jeff Genender, President
STATE OF UTAH)
) ss
COUNTY OF GRAND)



Pat Bickford, Treasurer

The foregoing Declaration was acknowledged before me this 20 day of April 2022, by Jeff Genender, President, and Pat Bickford, Treasurer of the White Horse Homeowners Association, Inc.

SEAL





Notary Public:

EXHIBIT A
Legal Description
White Horse Subdivision

Real property located in the SW1/4 NE1/4 of Section 26, Township 26 South, Range 22 East, SLB&M, in Grand County, Utah and known as:

Lots 1,2,5,6,7,8,9,10,11,12,13,14,17,18,19,20,21,22,23,24,28,29,30,31,32,and 33, and Parcels A through D, White Horse Subdivision, a planned unit development, according to the final Plat thereof recorded in the real property records of Grand County, Utah at Entry No. 492292 on August 5,2009, as amended, also known as Parcel Nos. 02-0WHS-0001,02-0WHS- 0002,02-0WHS-0005 through 02-0WHS-0014,02-0WHS-0017 through 02-0WHS-0024,02- 0WHS-0028 through 02-0WHS-0034; and

Lot 3-A, White Horse Subdivision, a planned unit development, according to the re-Plat thereof recorded in the real property records of Grand County, Utah at Entry No. 508731 on May 1, 2015, as amended, also known as Parcel No. 02-0WHS-0035; and

Lot 15-A, White Horse Subdivision, a planned unit development, according to the re-Plat thereof recorded in the real property records of Grand County, Utah at Entry No. 505454 on January 22, 2014, as amended, also known as Parcel No. 02-0WHS-0015; and

Lots 25-A,26-A, and 27-A, White Horse Subdivision, a planned unit development, according to the re-Plat thereof recorded in the real property records of Grand County, Utah at Entry No. 511995 on May 27,2016, as amended, also known as Parcel Nos. 02-0WHS-0038,02-0WHS-0037, and 02-0WHS-0036,

Together with the private roadways and easements created and reserved in said Plats.

EXHIBIT B
Schedule of Allocated Interests

Lot: 1
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15-A
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22
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24
25-A
26-A
27-A
29-A
30
31
32
33

Ent 550907 Bk 953 Pg 547-549
Date: 16-AUG-2023 2:05:10PM
Fee: \$84.00 Check Filed By: GN
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: THE SLOAN LAW FIRM PLLC

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

WHITE HORSE SUBDIVISION
A PLANNED UNIT DEVELOPMENT

This **FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (“Declaration”) is made effective this 24th day of July 2023 (“Effective Date”) by the White Horse Homeowners Association, Inc., a Utah non-profit corporation (the “Association”).

RECITALS

A. The White Horse Subdivision is comprised of real property described as single-family Lots, Common Area Parcels, private roadways, and various easements, as more particularly described in the attached *Exhibit A* (the “Subdivision”).

B. The Association recorded the Amended and Restated Declaration of Covenants, Conditions, Reservations, Restrictions, and Reservation of Easements in the real property records of Grand County, Utah on September 28, 2017 at Entry No. 525982 (the “Declaration”).

C. By execution and recording of this Amendment, the Association desires to clarify ambiguity in Section 4.8 regarding the permissibility of RV Garages.

NOW THEREFORE, the Association, through an affirmative vote of at least 67% of the total votes in the Association, as required in Section 11.1 of the Declaration, hereby makes the following First Amendment to the Declaration, which shall attach to, be binding upon, and run with the land underlying the Subdivision:

1. Section 4.8 shall be amended in its entirety to read as follows:

4.8 Parking.

a. *General*. Owner’s vehicles, including RVs and trailers, shall be parked in the Owner’s garage whenever feasible and must be licensed and operational. Owners may keep as many vehicles on his or her Lot as can be contained in the garage and driveway.


b. *RVs and Trailers.* RVs and trailers shall be stored in the garage and may not encroach onto the Common Area or the Roadways. Owners may use driveways for Temporary Parking of RVs and trailers only. Temporary Parking shall mean parking in the driveway for a period of not more than three (3) consecutive days and only for the purpose of actively loading, unloading, or cleaning of the RV or trailer. Persistent parking of an RV or trailer that establishes a pattern of storage of the vehicle in the driveway shall be treated as a violation of this Section. Owners' guests may park RVs and trailers in driveways for up to seven (7) consecutive days and up to three (3) separate times per year after advanced written notice to the Board; provided, however, that RVs and trailers may not be used for overnight use or stays. Owners may request extensions to the temporary and guest parking from the Board, which requests shall be reviewed on a case by case basis and provided in writing if approved.

2. Except as expressly amended herein, the Declaration remains in full force and effect.

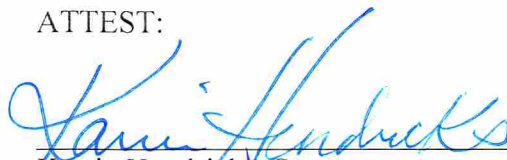
CERTIFICATION

The President and Secretary of the Board of Directors hereby certify this First Amendment to the Declaration received an affirmative vote of at least 67% of the total votes in the Association on August 8th, 2023.

WHITE HORSE HOMEOWNERS ASSOCIATION, INC.
a Utah nonprofit corporation



Jeff Genender, President

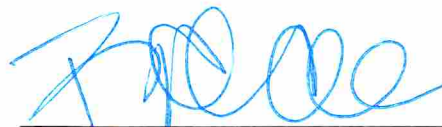
ATTEST:


Karrie Hendricks, Secretary

STATE OF UTAH)
) ss
COUNTY OF GRAND)

The foregoing Declaration was acknowledged before me this 15th day of August 2023, by Jeff Genender, President, and Karrie Hendricks, Secretary, of the White Horse Homeowners Association, Inc. pursuant to authority set forth in its Articles of Incorporation and the Bylaws.

SEAL



Rachelle Pierce, Notary Public



EXHIBIT A
Legal Description
White Horse Subdivision

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