

**FIRST AMENDMENT AND COMPLETE SUPPLEMENT TO DECLARATION
OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS CROSS HOLLOW HILLS**

This First Amendment and Complete Restatement to Declaration of Restrictive Covenants and Conditions Affecting the Real Property Known as Cross Hollow Hills, (hereafter referred to as "First Amendment"), is made and executed this 24th day of September, 2019, by the Cross Hollow Hills Community Association, a Utah Non-profit Corporation.

RECITALS

A. The Declaration of Covenants and Restrictions affecting the Real Property known as Cross Hollow Hills, (the "Declaration") was properly executed and recorded in the Office of the County Recorder of Iron County, Utah, on September 16, 1992 in Book 459 Page(s) 0203-0218, Entry No. 319980. The Declaration describes certain real property identified as Lots 1 through 69 of Cross Hollow Hills Subdivision, according to the Official Plat thereof on file in the Office of the Recorder, Iron County, State of Utah. The Declaration was subsequently amended to include and supplement additional real property on November 9th, 1994 pursuant to Book 517, Page 318-321, Entry 344548, including lots 70-153, and amended and supplemented again to include additional lots as recorded in Book 925, page 887-882, Entry 481802, the lots being described as Lots 154-157 according to the Official Plat thereof on file in the Office of the Recorder, Iron County, State of Utah.

B. Article IV, Section 1, of the Declaration provides, among other things, that the Declaration may be modified, amended, repealed, or changed with a 3/4 vote of the Members of the Association, which is not in accordance with Utah Code Ann. 57-8a-104 and has been modified accordingly.

C. At the time of the execution of this First Amendment, all Lots have been sold or distributed by the Developer;

D. Based upon the foregoing, and upon affirmative vote of more than 67% of the Members of the Association, after a duly held meeting, the Association desires hereby to officially amend and supplement the Declaration. The Declaration shall remain in effect except to the extent that it is amended and supplemented herein.

NOW, THEREFORE, for the foregoing purposes and pursuant to the provisions of the original Declaration, the Association executes this First Amendment and hereby declares as follows:

**FOR ACCOMMODATION
ONLY**

Not Examined

**FIRST AMENDMENT AND COMPLETE SUPPLEMENT TO DECLARATION
OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS CROSS HOLLOW HILLS**

This First Amendment and Complete Restatement to Declaration of Restrictive Covenants and Conditions Affecting the Real Property Known as Cross Hollow Hills, (hereafter referred to as "First Amendment"), is made and executed this 24th day of September, 2019, by the Cross Hollow Hills Community Association, a Utah Non-profit Corporation.

RECITALS

A. The Declaration of Covenants and Restrictions affecting the Real Property known as Cross Hollow Hills, (the "Declaration") was properly executed and recorded in the Office of the County Recorder of Iron County, Utah, on September 16, 1992 in Book 459 Page(s) 0203-0218, Entry No. 319980. The Declaration describes certain real property identified as Lots 1 through 69 of Cross Hollow Hills Subdivision, according to the Official Plat thereof on file in the Office of the Recorder, Iron County, State of Utah. The Declaration was subsequently amended to include and supplement additional real property on November 9th, 1994 pursuant to Book 517, Page 318-321, Entry 344548, including lots 70-153, and amended and supplemented again to include additional lots as recorded in Book 925, page 887-882, Entry 481802, the lots being described as Lots 154-157 according to the Official Plat thereof on file in the Office of the Recorder, Iron County, State of Utah.

B. Article IV, Section 1, of the Declaration provides, among other things, that the Declaration may be modified, amended, repealed, or changed with a 3/4 vote of the Members of the Association, which is not in accordance with Utah Code Ann. 57-8a-104 and has been modified accordingly.

C. At the time of the execution of this First Amendment, all Lots have been sold or distributed by the Developer;

D. Based upon the foregoing, and upon affirmative vote of more than 67% of the Members of the Association, after a duly held meeting, the Association desires hereby to officially amend and supplement the Declaration. The Declaration shall remain in effect except to the extent that it is amended and supplemented herein.

NOW, THEREFORE, for the foregoing purposes and pursuant to the provisions of the original Declaration, the Association executes this First Amendment and hereby declares as follows:

This document has been recorded
electronically by Cedar Land Title, Inc.
The attached copy shows the
County Recorder's stamp
as it now appears in the public record.

**FOR ACCOMMODATION
ONLY**

Not Examined

Date: 10-8-2019 Entry: 00734700

CROSS HOLLOW HILLS OWNERS' ASSOCIATION.

Steven B. Carroll
By:
Its:

STATE OF UTAH)
) :ss.
COUNTY OF IRON)

On the 24 day of September, 2019, personally appeared before me
Steven Carroll, the signer of the foregoing instrument, who duly acknowledged to me
that he executed the same on behalf of the Cross Hollow Hills Owners Association.



[Signature]
Notary Public

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS CROSS HOLLOW HILLS

WITNESSETH

WHEREAS, the members of the Cross Hollow Hills Community Association, a Utah non-profit corporation, and not a cooperative, are the sole owners of the real property herein described, which is situated in Iron County, State of Utah, and more particularly known as the Cross Hollow Hills Subdivision. Cross Hollow Hills Community Association is herein occasionally referred to as the "Declarant".

NOW THEREFORE, Cross Hollow Hills Community Association hereby declares and decrees that the property herein described shall be hereafter held, sold, conveyed, and occupied subject to the restrictions, covenants, and conditions herein set forth, which shall be covenants running with the land in perpetuity; and which shall be binding between Cross Hollow Hills Community Association and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns of each. The acceptance of any deed or conveyance by any grantee to the property herein described, shall constitute their covenant and agreement to abide by and be bound by this Declaration of Restrictive Covenants and Conditions, to accept and hold the property subject thereto, to be binding upon their heirs, executors, administrators, successors and assigns in perpetuity.

ARTICLE I PROPERTY DESCRIPTIONS

The property subject to this Declaration of Restrictive Covenants and Conditions is located in Iron County, Utah, and is more particularly described in Exhibit A.

ARTICLE II GENERAL RESTRICTIONS

1. ARCHITECTURAL CONTROL. No building, either permanent or temporary, fence, or wall shall be erected, altered, placed, or permitted to remain on any lot without prior approval of plans and specifications therefor by the Architectural Control Committee of the Cross Hollow Hills Community Association, which is described fully below. Said plans and specifications shall show the location of the structure on the lot, materials to be used, external design, and location with respect to the topography and finish grade elevation. No fence, wall, swimming pool, or other construction shall be erected, placed, or installed on any lot without approval of the Architectural Control

Committee. The Architectural Control Committee shall consist of three members. The Chairman of the Architectural Control Committee shall be a member of the Cross Hollow Hills Community Association Board of Directors. Two members of the Architectural Control Committee shall be elected by the Members of the Association, for three year terms, at the Annual Meeting of the Association. Terms of the members shall be staggered such that only one position on the committee shall be scheduled for election in any given year. The Architectural Control Committee shall act as follows:

A. Any property owner seeking to construct a new home or other appurtenant structure, or to add or modify any portion of the exterior of an existing home, shall submit the plans to the Architectural Control Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools, fences, garages, stand alone or attached metallic constructed vehicle coverings, outdoor painting that would change approved color, and any other similar alterations which are effected outside the dwelling. Construction of new structures including equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction must be approved by the Architectural Control Committee.

B. No construction, change, modification, or alteration for which plans are to be submitted to the Architectural Control Committee pursuant to paragraph A, immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted and approved in writing by the Architectural Control Committee as to the harmony of the external design and location in relation to surrounding structures and topography, size, and other such factors as the Architectural Control Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Architectural Control Committee fails to approve or disapprove such design and location plan within ten (10) business days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

C. In spite of the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Architectural Control Committee shall have any liability, responsibility, or obligation whatsoever for any decision or lack thereof, in carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such Owners Property or buildings to be constructed on his or her property.

D. The Architectural Control Committee or any member, if it observes deviations or lack of compliance with the provisions and this declaration, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

E. The approval of building plans and specifications shall not be unreasonably withheld by the Association. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of assuring that the proposed buildings and fences are consistent with the use contemplated by these Restrictive Covenants, that the plans and specifications are in all particulars consistent with applicable laws and ordinances and that the proposed construction is aesthetically consistent with the objectives herein set forth. Any Owner or Builder may not, however, rely on the opinion of the Architectural Control Committee as to whether the plans meet the applicable laws and municipal ordinances in place at the time of construction. It shall be the sole and exclusive responsibility of the owners of the lots within the Subdivision to be sure that all laws and ordinances are complied with in connection with their construction.

2. DWELLING SIZE. No single family unit shall be less than one thousand one hundred (1,100) square feet in size on the main level, exclusive of garages or carports. No more than one detached single family dwelling, not to exceed two (2) stories in height, exclusive of full or walk-out basement, shall be permitted on any lot. All dwellings shall have a private garage or carport sufficient to park at least two (2) cars. Construction of a detached garage must be in compliance with Architectural Control Committee Policy, Paragraph 6.0.

3. CURB APPEAL AND STREET VIEW. Curb appeal or street view is the attractiveness of the exterior of a residential property, as viewed from the street. Such curb appeal adheres to the intended property use referred to in these Restrictive Covenants and Conditions. The intention, thereof, is that all dwellings and other buildings erected on subdivision lots shall be of new construction and materials, and of good quality workmanship. A consistent design of structures and colors must conform to Architectural Control Committee Policy. Trash cans and dumpsters should be out of view from the road facing the front of the property. Dumpsters cannot be kept on any lot for more than 30 days, other than during construction of any residence or dwelling, without the prior approval of the Cross Hollow Hills Community Association Board of Directors.

4. SINGLE FAMILY DWELLING ONLY. "Dwelling" shall mean and refer to a building located on a single lot designed and intended for the use and occupancy as a residence on a lot. No multiple unit dwellings shall be allowed. The number of occupants of a dwelling shall be a function of the structure itself and its off street parking capacity.

5. **GUEST HOUSES.** Guest houses shall be permitted in accordance with local ordinances provided that construction shall be in compliance with the provisions of Paragraph 1 above. Use of guest houses shall be limited to guests only, and cannot be considered as, or utilized as, a rental property, other than for use as a short term rental as fully described in Article IV, Section 4 of these Restrictive Covenants and Conditions.

6. **OUTBUILDINGS AND BARNES.** No more than a total of two (2) outbuildings and barns shall be permitted on any lot. No more than one barn shall be permitted. No cargo or shipping containers, as permanent structures, shall be permitted. The temporary use of such containers may be approved upon review by the Cross Hollow Hills Community Association Board of Directors. A barn may only be built if a dwelling is already constructed thereon, or is being constructed as part of the same project. The barn shall be constructed out of new materials and shall conform to the same aesthetic scheme of the dwelling on the same lot. Construction of additional outbuildings and sheds must be in compliance with these Restrictive Covenants and Conditions, and Architectural Control Policy. Variances to this paragraph may be considered upon review by the Cross Hollow Hills Community Association Board of Directors.

7. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line than sixty (60) feet therefrom, measured to the foundation of such building; or nearer than sixty (60) feet to the rear lot line; nor nearer than sixty (60) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building for the purpose of determining such distances.

Notwithstanding the above, the erection of other structures without a permanent foundation, such as, but not limited to, greenhouses, may be permitted within the sixty (60) foot limitation above upon approval of the Cross Hollow Hills Community Association Board of Directors. Such permission shall also require notice to adjoining neighbors, who may provide notice of objection to the Cross Hollow Hills Community Association Board of Directors.

8. **EASEMENTS.** Easements for installation and maintenance of utilities, drainage facilities, and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously

by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. NUISANCES. A "nuisance" consists in doing any act or omitting to perform any duty, which act or omission (1) injures, annoys, or endangers the health, comfort, repose or safety of two or more persons, (2) offends public morals or decency, or (3) in any way renders two or more persons insecure in life or the use of property. No nuisance, noxious, illegal, or offensive use of property shall be carried out on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored or parked on streets or front or side lots unless they are in running condition, and being regularly used. The use of such, or similar, items as decorative additions to the landscape of any lot may be approved upon review of the Cross Hollow Hills Community Board of Directors. No activity shall be conducted upon the property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or party. Without limiting the generality of the foregoing, no firearm shall be discharged within the Subdivision.

Of particular concern is the operation and use of ATV's. It is recognized that the use of ATV's is a valuable recreational opportunity. It should also be recognized that ATV's can create excessive noise, can start fires when driven in dry brush, and ATV tracks can scar the landscape. When within the confines of the Cross Hollow Hills Subdivision, ATV's should be driven only on paved and established dirt roads whenever possible. Posted speed limits not to exceed 25 MPH must be followed on all paved and established dirt roads.

10. TEMPORARY AND OTHER STRUCTURES. No structures of a temporary nature, trailer, bus, basement house, tent, shack, garage, barn, or other outbuilding, with the exception of a guest house, shall be used at any time as a residence, either temporarily or permanently; nor shall said structures be moved onto any of said lots, it being the intention thereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials, with an exterior finish consistent with the main dwelling. Provided, however, that a temporary structure shall be allowed while a permanent dwelling is being constructed for a period of not to exceed one year.

11. HOME COMPLETION. All buildings and structures approved for construction by the Architectural Control Committee shall be completed no later than one (1) year subsequent to the commencement of said construction. In the event a building or structure fails to be completed consistent with this section, the Cross Hollow Hills Community Association may, at the recommendation of the Architectural Control Committee, initiate proceedings in accordance with the Cross Hollow Hills Community

Association Policy of Assessment for Violations of Restrictive Covenants and Conditions.

12. WALLS, FENCES, AND HEDGES. All walls and fences shall be kept in good repair. No fence, wall, or hedge shall exceed an overall height, as measured from the top of the footing to the top of the fence, wall, or hedge, in excess of six (6) feet for all fences constructed on the perimeter of the lot. No fences, walls, or hedges may exceed an overall height of four (4) feet in front yard setback areas, commencing from the front edge of the house foundation to the perimeter of the lot. All fences or walls on lots with drainage or water flow must not hinder or alter that natural flow or drainage.

13. CONSTRUCTION OF WALLS AND FENCES. All fences and walls shall be constructed of new material which enhances the appearance of the landscape. The use of other types of fencing and walls, such as free standing boulders, rock, pipe, cement, or cinder block used for decorative fencing, backyards, or corrals is subject to final approval by the Architectural Control Committee prior to installation.

14. TRASH AND GARBAGE CONTROL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, rubbish, construction materials, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans and dumpsters shall be out of view from the road adjacent to the front of the property. Dumpsters are not allowed to be kept on any lot for more than 30 days without prior permission of the Architectural Control Committee. Each lot and its abutting streets are to be kept free of trash, weeds, and other refuse by the lot owner.

15. SIGNS. Except for the right of an Owner to display political signs, religious and holiday signs, symbols, flags, and decorations on the Owner's lot, no signs of any kind shall be displayed to public view on any lot from outside the dwelling or lot, except that each Owner may display one sign of not more than four (4) square feet advertising the property for sale. During the course of development of the Property and sale of Lots, an attractive sign of not more than 4' x 4' or sixteen (16) square feet in size may be placed on each Lot advertising the Lot during the construction and sales period. Any other sign for any other purpose must be approved by the Architectural Control Committee prior to its erection.

Notwithstanding the above, signs which alert the general public to the presence of a specific security system are allowed.

16. DIVISION OF LOTS. No lot in this subdivision shall be divided, subdivided, partitioned, parceled, or broken up into smaller lots or units.

17. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations above (4) feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular area formed by the front and side lines of such lot. Sight line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections or obstructions of such sight lines.

18. FIRE HAZARDS. No open fires, unless contained within a fire pit with appropriate space, grease box, and running water nearby, shall be allowed without a fire permit. Aerial fireworks shall not be allowed. Accumulations of dry underbrush, weeds, or debris, or any other combustible materials shall not be allowed.

19. INOPERABLE OR RARELY USED MOTOR VEHICLES. Motor vehicles that are inoperable shall not be stored or kept in the open upon any lot or road areas, adjacent thereto. It is not the intent of the Cross Hollow Hills Subdivision to be a storage area for recreational or rarely used vehicles. In the event that an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the Cross Hollow Hills Community Association may, pursuant to the recommendation of the Architectural Control Committee, remove such inoperable motor vehicle after ten (10) days written notice. The cost of such removal shall be paid by the lot owner, and, if not paid, shall attach as a valid lien in favor of the Association upon the recording of proper notice. For the purposes of this section, inoperable motor vehicle shall mean any motor vehicle that is unable to be operated in a normal manner upon the streets under its own power.

Notwithstanding the above, it is not the intent of these Restrictions and Covenants to prohibit the parking and storage of infrequently used recreational vehicles on the lot owner's property. However, such recreational vehicles may not be parked on road areas adjacent to the lot owner's property for more than ten (10) days without appropriate justification and approval by the Cross Hollow Hills Community Association Board of Directors.

20. MOBILE HOMES. Mobile homes shall not be placed upon any lot in the subdivision as a permanent, temporary, or guest house residence. Provided, however, that a temporary structure shall be allowed while a permanent structure is being constructed for a period of not to exceed one (1) year. For purposes of this section, mobile home is defined as a residential dwelling unit designed for transportation on streets or highways on its own wheels, or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except

for minor and incidental unpacking and assembly operations, location jacks, or other temporary or permanent foundations, connections to utilities, and the like.

21. **GROUND DISTURBANCE RESTRICTION.** Because it is the intent of these protective covenants to leave this area impacted only as is necessary to protect the natural beauty it possesses as is, only the minimum amount of natural vegetation shall be removed to facilitate the building of any improvement. Vegetation may be removed around a structure to create a defensible area for fire protection, or in the event that the vegetation is dead or diseased. Any ground disturbance or removal of natural vegetation must take into consideration the long term impact on soil erosion and dust control. Occasional short term use of OHV's or similar equipment for purposes of hauling materials or accomplishing yard work, gardening, weed control and similar activity is allowed.

22. **POWER.** The Declarant will provide power, above ground, to the lot line of each lot within the subdivision, and will drop the power connection into each lot at or about the lot line. Each owner of a lot shall, at or prior to the construction of a dwelling on said lot, be obligated to run power lines, underground, from the power source at the lot line to the place of use on the property. All power lines within the lots shall be underground, and the lot owners are prohibited from installing power poles, above ground wires, or any other power source above ground, on their lots.

ARTICLE III LAND USE

1. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

2. **COMMERCIAL ENTERPRISE.** No commercial enterprise of any description shall be conducted on any lot that requires the selling of goods, the long term storage of equipment, storage of inventory, or any other venture conducted which generates visible physical traffic. Employment or businesses which are entirely conducted in accordance with state law within the confines of the main structure are allowed.

3. **LIVESTOCK, GARDENING, AND AGRICULTURAL USE.** The land in the subdivision is intended primarily for residential use, and is generally recognized as an equine friendly residential community. The Iron County Commission has zoned the area

R-2 to provide areas for small farms, hobby farms, and agricultural development, and all uses in the subdivision for these areas shall be consistent therewith.

The ability to keep and maintain livestock on our respective properties carries with it an obligation to provide:

- a) adequate water supplies on a continuous basis
- b) a healthy environment for animals, as well as odor and fly control, by effective management and removal of manure.

Notwithstanding the above, it is recognized that special projects, such as, but not limited to, 4-H projects, may require the temporary housing of animals/livestock that may be considered to be a violation of this provision. The Cross Hollow Hills Community Association Board of Directors may, upon review, grant a temporary variance to this provision.

4. CORRAL AREAS. All livestock, when unattended, shall be kept within the confines of corrals, barns, or similar structures. All corrals and barns must be maintained in sanitary conditions. Excessive accumulation of manure shall be removed from the subdivision so as to prevent potential odor and fly and health issues. Corral fences shall be set back from the lot frontage a distance equal to the rear main wall of the dwelling building on the lot, or connect to a barn, or enclose the entire property. Fence material for containment of livestock shall be constructed of new, non-edible, material.

ARTICLE IV GENERAL PROVISIONS

1. DURATION OF RESTRICTIONS. This Declaration of Restrictive Covenants and Conditions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, for a period of ten (10) years, and shall as then in force be automatically continued for a period of ten (10) years, and thereafter for successive periods of ten (10) years each without limitations, unless changed, modified, or extinguished as herein provided. This Declaration of Restrictive Covenants and Conditions may be changed, modified, or extinguished from time to time if the then record owners of more than 67% (2/3) of said lot owners, with one (1) vote per lot and lot owner (exclusive of streets, parks, and open spaces) place a written agreement on record in the office of the Recorder of Iron County, Utah. Upon such recording, the terms and conditions herein shall thereafter be changed, modified, or extinguished in whole or in part, as therein set forth.

2. ENFORCEMENT. Each and all of said conditions, covenants, restrictions, and reservations is and are for the benefit of each owner of land (or any interest therein) in said property, and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Declarant. Each grantee of the Declarant of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, and reservations. These restrictions, conditions, and covenants shall be covenants of equitable servitude. The protection herein granted, and the restrictive covenants and conditions herein set forth, may be enforced by any other lot owner in the subdivision or the Cross Hollow Hills Community Association. No breach here shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise. Any breach hereof may be enjoined, compensated with money damages, or remedied in any other way provided by law or in equity. In any action regarding the enforcement hereof, the prevailing party shall be entitled to recover from the other all expenses, costs, and attorney's fees incurred therein.

3. NO MULTI-FAMILY UNITS. No time share units, condominium units, apartments, duplexes, or other multi-family dwellings shall be constructed or allowed on any lot in the subdivision.

4. SHORT TERM RENTALS. "Short term rental" means a privately owned residential dwelling, such as, but not limited to, a single family dwelling or multiple family dwelling, apartment house, guest house, duplex, rented for occupancy for dwelling, lodging, or sleeping purposes for any period less than thirty (30) consecutive days, when the owner is not present. There are two categories of short term rentals:

- A. Incidental (25 nights or less per year).
- B. Business (>25 nights per year). This requires a Business License, and registration with the State for Transient/Sales/Use Tax Collection
- C. Short term rentals, as defined above, are permitted.
- D. A copy of the Business License and appropriate registration, as defined above, must be provided to the Association before any such are scheduled.

5. COMPLIANCE WITH LAWS. In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of this subdivision

shall be subject to and shall comply with the rules, regulations, and laws passed or otherwise placed into effect by Iron County, the State of Utah, and all other governmental agencies which have jurisdiction over the properties affected by this subdivision.

ARTICLE V CROSS HOLLOW HILLS COMMUNITY ASSOCIATION

1. **AUTHORITY.** The Owner of each lot in the subdivision shall be a member of the Cross Hollow Hills Community Association, (a non-profit corporation existing under the laws of the State of Utah), which membership shall include the owners of lots in the Cross Hollow Hills Subdivision. The Association's Articles of Incorporation shall specify, among the purposes and duties of such corporation, the enforcement of all the restrictions, covenants, and conditions, contained in this instrument, and the maintenance, preservation, and improvements of such Properties, and the keeping and maintaining of Cross Hollow Hills Subdivision and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from streets and vacant property, so far as it may lawfully act to do so, and the transaction of such other businesses as may be permitted by law. The Owner of a Lot in the Cross Hollow Hills Subdivision agrees to pay to such corporation, when formed, dues or assessments for such purposes, the amounts of which may be fixed by its By-Laws or by lawful act of its Board of Directors.

A. The non-profit corporation is known as the Cross Hollow Hills Community Association. The Association shall have all rights and authorities granted to it as a non-profit corporation in the State of Utah, and in addition, shall have the authority to operate an Architectural Control Committee, as set forth below.

B. It is understood and agreed that the Articles of Incorporation and By-Laws of such corporation shall provide that each purchaser or owner of a lot in any unit of Cross Hollow Hills Subdivision shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, subject to the provision that if any member of such corporation shall be the purchaser or owner of more than one lot in the Subdivision, he or she shall be entitled to as many votes as the number of lots purchased or owned.

C. By acceptance of the deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to be bound by the Articles of Incorporation, By-Laws of the Association, and adopted Rules and Procedures established by the Association, and to pay the

Association annual assessments and special assessments for maintenance or necessary capital improvements. Such assessments shall be fixed, established, and collected from time to time as provided in the Articles of Incorporation or By-Laws of the non-profit corporation.

2. OPERATION OF OWNER'S ASSOCIATION. The business affairs of the Owners Association, including meeting schedules, duties of officers, and all conduct of the Association shall be governed by the By-Laws of the Association.

3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee, which is vested with the powers described in Article II, Section 1, shall consist of three (3) persons. The Chairman of the Committee shall be a member of the Board of Trustees appointed by said Board. The remaining members of the committee must be Members of the Association, and shall be elected to the committee by the Members of the Association. The terms of the members of the committee shall be for three (3) years, and shall be staggered in such a manner as to ensure that no more than one (1) member is elected in a given year. No property owner shall apply for a building permit from Iron County until having first obtained written approval from the Architectural Control Committee. By way of example, and not by way of limitation, the following matters, among others, must be approved by the Architectural Control Committee before such uses will be permitted in the subdivision: construction of antennae of any size outside of the main dwelling ; use of solar devices; use of exterior lighting which may be offensive to neighbors; use of any structure which would tend to block the view of others in the normal use of their property; permissible paint colors to be used on structures in the subdivision; location of individual water wells; and overhead power lines.

4. ASSESSMENTS. The total of all expenses incurred in the operation of the Association shall be apportioned among all the lots on a per lot basis. The Association shall establish a date for payment of common expenses on a monthly, semi-annual, or annual basis. Expenses may include a reserve fund at the discretion of the Association. The method of assessing the common expenses to the lots may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of common expenses borne by each lot during a 12 month period be determined on a per lot basis.

Notwithstanding the above, the maximum amount per lot per fiscal year that the Association may assess shall be limited to \$100.00. If any projected expenses to be incurred by the Association shall exceed the maximum assessment provided for in this section, the approval to incur such expense and to apportion such expense among all lots on a per lot basis shall be subject to approval of 67% (2/3) of the Members of the Cross Hollow Hills Community Association.

5. LIEN. All sums assessed to the owner of any lot within the subdivision pursuant to the provisions of this Section, together with interest at the rate of twelve percent (12%) per annum, shall be a personal obligation of the owner of the respective lot at the time of assessment, and shall be secured by a lien on such lot in favor of the Association. To evidence a lien for the sums assessed, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the lot, and a description of the lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association, and may be recorded in the County Recorder's office for Iron County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Association in accordance with the provisions of applicable law relating to the exercise of powers of sale or foreclosure in deeds of trust or mortgages, or in any manner permitted by law in the State of Utah. In any action to enforce the assessment, including foreclosure, the owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees, and such costs and expenses shall be secured by the lien being foreclosed. The Associations may pursue either the foreclosure, or direct action against the owner, at its option.

5. MEMBERSHIP. Each person who purchases a lot within the subdivision shall be entitled and required to be, and shall automatically become, a member of the Association.

DATED this 24th day of SEPTEMBER 2019

CROSS HOLLOW HILLS COMMUNITY ASSOCIATION

BY: *Kevin B Carroll*
ITS: President

CROSS HOLLOW HILLS OWNERS' ASSOCIATION.

Stuart B. Carroll

By:

Its:

STATE OF UTAH)

:SS.

COUNTY OF IRON)

On the 24TH day of ~~July~~, ^{SEPTEMBER 2019} 2015, personally appeared before me Stuart Carroll, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of the Cross Hollow Hills Owners Association.



[Signature]
Notary Public

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, Cross Hollow Hills Subdivision, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:

D-1139-0005-0001, D-1139-0005-0002, D-1139-0005-0003, D-1139-0005-0004,
D-1139-0005-0005, D-1139-0005-0006, D-1139-0005-0007, D-1139-0005-0008,
D-1139-0005-0009, D-1139-0005-0010, D-1139-0005-0011, D-1139-0005-0012,
D-1139-0005-0013, D-1139-0005-0014, D-1139-0005-0015, D-1139-0005-0016,
D-1139-0005-0017, D-1139-0005-0018, D-1139-0005-0019, D-1139-0005-0020,
D-1139-0005-0021, D-1139-0005-0022, D-1139-0005-0023, D-1139-0005-0024,
D-1139-0005-0025, D-1139-0005-0026, D-1139-0005-0027, D-1139-0005-0028,
D-1139-0005-0029, D-1139-0005-0030, D-1139-0005-0031, D-1139-0005-0032,
D-1139-0005-0033, D-1139-0005-0034, D-1139-0005-0035, D-1139-0005-0036,
D-1139-0005-0037, D-1139-0005-0038, D-1139-0005-0039, D-1139-0005-0040,
D-1139-0005-0041, D-1139-0005-0042, D-1139-0005-0043, D-1139-0005-0044,
D-1139-0005-0045, D-1139-0005-0046, D-1139-0005-0047, D-1139-0005-0048,
D-1139-0005-0049, D-1139-0005-0050, D-1139-0005-0051, D-1139-0005-0052,
D-1139-0005-0053, D-1139-0005-0054, D-1139-0005-0055, D-1139-0005-0056,
D-1139-0005-0057, D-1139-0005-0058, D-1139-0005-0059, D-1139-0005-0060,
D-1139-0005-0061, D-1139-0005-0062, D-1139-0005-0063, D-1139-0005-0064,
D-1139-0005-0065, D-1139-0005-0066, D-1139-0005-0067, D-1139-0005-0068,
D-1139-0005-0069.

Parcel 1:

Beginning North 89°38'59" East, 119.89 feet along the lot line and North 0°00'00" West, 122.24 feet from the Southwest Corner of Lot 62, Cross Hollow Hills Subdivision; thence North 82°06'18 East, 143.72 feet along the southerly line of 1950 South Street; thence along said southerly line and the arc of a curve to the left, having a radius of 533.00 feet, a distance of 42.58 feet; thence South 74°29'02" West, 4.69 feet; thence along the arc of a curve to the right, having a radius of 600.00 feet, a distance of 94.81 feet; thence South 83°32'17" West, 32.72 feet; thence South 85°29'39" West, 54.41 feet to the point of beginning.

Parcel 2:

Beginning North 00°23'42" West, 135.77 feet along the lot line from the Southwest Corner of Lot 62, Cross Hollow Hills Subdivision; thence North 00°23'42" West, 1.27 feet to the Northwest Corner of said lot 62; thence along the southerly line of 1950 South Street and the arc of a non-tangent curve to the left having a radius of 208.00 feet, a distance of 10.75 feet, long chord for said curve bears South 67°56'23" East, 10.74 feet; thence along the arc of a non-tangent curve to the right having a radius of 148.48 feet, a distance of 10.33 feet, long chord for said curve bears North 74°28'10" West, 10.33 feet to the point of beginning.

Tax Serial Number: D-1139-0005-0062-01

Lots 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, Cross Hollow Hills Subdivision, Phase 2, Amended, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:

D-1139-0010-0070, D-1139-0010-0071, D-1139-0010-0072, D-1139-0010-0073, D-1139-0010-0074, D-1139-0010-0075, D-1139-0010-0076, D-1139-0010-0077, D-1139-0010-0078, D-1139-0010-0079, D-1139-0010-0080, D-1139-0010-0081, D-1139-0010-0082, D-1139-0010-0083, D-1139-0010-0084, D-1139-0010-0085, D-1139-0010-0086, D-1139-0010-0087, D-1139-0010-0088, D-1139-0010-0089, D-1139-0010-0090, D-1139-0010-0091, D-1139-0010-0092, D-1139-0010-0093, D-1139-0010-0094, D-1139-0010-0095, D-1139-0010-0096, D-1139-0010-0097, D-1139-0010-0098, D-1139-0010-0099, D-1139-0010-0100, D-1139-0010-0101, D-1139-0010-0102, D-1139-0010-0103, D-1139-0010-0104, D-1139-0010-0105, D-1139-0010-0106, D-1139-0010-0107, D-1139-0010-0108, D-1139-0010-0109, D-1139-0010-0110, D-1139-0010-0111, D-1139-0010-0112, D-1139-0010-0113, D-1139-0010-0114, D-1139-0010-0115, D-1139-0010-0116, D-1139-0010-0117, D-1139-0010-0118, D-1139-0010-0119, D-1139-0010-0120, D-1139-0010-0121, D-1139-0010-0122, D-1139-0010-0123, D-1139-0010-0124, D-1139-0010-0125, D-1139-0010-0127, D-1139-0010-0128, D-1139-0010-0129, D-1139-0010-0130, D-1139-0010-0131, D-1139-0010-0132, D-1139-0010-0133, D-1139-0010-0134, D-1139-0010-0135, D-1139-0010-0137, D-1139-0010-0138, D-1139-0010-0139, D-1139-0010-0140, D-1139-0010-0141, D-1139-0010-0142, D-1139-0010-0143, D-1139-0010-0144, D-1139-0010-0145, D-1139-0010-0146, D-1139-0010-0147, D-1139-0010-0148, D-1139-0010-0149, D-1139-0010-0150, D-1139-0010-0151, D-1139-0010-0152, D-1139-0010-0153

Out Lot, Cross Hollow Hills Subdivision, Phase 2, Amended.

Tax Serial Number:

D-1139-0010-0160 (Deleted for 2020 Tax Year – Now part of D-1139-10-160A)

Beginning at the Northwest Corner of Lot 130, Cross Hollow Hills Subdivision, Phase 2, Amended; thence South 79°52'00" East 277.01 feet; thence South 0°34'30" West 327.10 feet; thence North 84°13'15" West 246.20 feet; thence North 5°46'45" East 75.45 feet; thence North 39°17'07" West 38.47 feet; thence North 84°13'15" West 69.35 feet to the East line of Hillcrest Drive; thence along the arc of a curve to the right with a radius of 717.00 feet a distance of 1370.01 feet, chord of said curve bears North 12°41'21" East 136.80 feet; thence North 18°09'46" East 63.71 feet; thence along the arc of a curve to the left with a radius of 333.00 feet a distance of 46.66 feet, chord of said curve bears North 14°08'26" East 46.62 feet to the point of beginning. Part of Lot 130, Cross Hollow Hills Subdivision Phase 2, Amended.

Tax Serial Number: D-1139-0010-130A

Beginning at the Northwest Corner of Lot 129, Cross Hollow Hills Subdivision, Phase 2, Amended; thence North 5°46'45" East 114.66 feet; thence along the arc of a curve to the right with a radius of 717.00 feet a distance of 17.96 feet, chord of said curve bears North 6°29'30" East 17.96 feet; thence South 84°13'15" East 69.35 feet; thence South 39°17'07" East 38.47 feet; thence South 5°46'45" West 75.45 feet; thence North 84°13'15" West 21.81 feet; thence South 5°46'45" West 30.00 feet; thence North 84°13'15" West 75.00 feet to the point of beginning. (Loc Out Lot & Lot 130, Cross Hollow Hills Subdivision, Phase 2, Amended.)

Tax Serial Number: D-1139-0010-160A

Lots 136 & 154, Cross Hollow Hills Subdivision, Phase 2, Amended, Plat A, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:
D-1139-0010-136A, D-1139-0010-154A

Lots 155, 156 & 157, Cross Hollow Hills Subdivision, Phase 2, Amended, Plat B, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

Tax Serial Numbers:
D-1139-0010-155A, D-1139-0010-156A & D-1139-0010-157A.