

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR UTAH MINI RANCHES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UTAH MINI RANCHES (this "Declaration"), is made this 15th day of October, 2025, by Utah Mini Ranches Homeowners Association, Inc. (the "Association").

ARTICLE I

DECLARATION

1.1 This Declaration is adopted with immediate effect to continue as amended herein the superseded Declaration of the Association dated July 23, 2001, and the successor Declaration of the Association recorded May 17, 2006, as Entry No. 385720 at Book A474 Page 723 in the office of the County Recorder, Duchesne County, Utah, by an affirmative vote of more than sixty percent (60%) of the votes of Members present at a Special Meeting held for such purpose at 6:10 PM Mountain Standard Time on October 14, 2025.

1.2 The Association hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Parcels.

It is the intention of the Association in imposing the covenants, conditions and restrictions set forth in this Declaration to create and maintain a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Parcels.

All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and in all cases shall run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders and

any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision, and may be enforced by the Association or by any Owner.

ARTICLE II

DEFINITIONS

2.1 Unless the context clearly requires the application of a more general meaning, the following terms, whether capitalized or not, when used in this Declaration, shall have the following meanings:

“Area of Disturbance” shall mean the area that has been designated as a building site.

“Architectural & Land Use Committee” shall mean the committee created under Article V of this Declaration.

“Assessments” shall mean all the fees, fines, charges and other financial obligations imposed upon Owners under Article IV of this Declaration.

“Association” shall mean the Utah Mini Ranches Homeowners Association, Inc., a Utah non-profit corporation. Duchesne Mini Ranches Subdivision and Utah Mini Ranches Subdivision Homeowners Association shall be one in the same.

“Barn” shall mean an agricultural outbuilding intended for the care and occupancy of horses or other livestock with storage area for supplies, tack, equipment and livestock feed.

“Buildable Area” shall mean the area that has been designated as a building site, not to exceed 25% of the surface area of the Parcel.

“Common Areas” shall mean those portions of the Subdivision designated on the Plats of Duchesne Mini Ranches and Utah Mini Ranches as Common Areas, which shall be owned, improved and maintained by the Association for the equal and common benefit of and use by the Owners of all of the Parcels within the Subdivision.

“County” shall mean Duchesne County, Utah, and its appropriate departments, officials and boards.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Utah Mini Ranches together with any subsequent amendments or additions and Association Rules, which are incorporated into this Declaration by reference.

“Directors” shall mean the duly elected and acting Board of Directors of the Association.

“Dwelling” shall mean the primary single family residence built or to be built on any Parcel.

“Excavation” shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities defined herein including but not limited to activities for which an excavation or grading permit would be required under the Ordinances and Regulations.

“Family” shall mean one common household of persons related to each other by blood, adoption, marriage or other domestic partnership.

“Fenceable Area” shall mean any portion of a Parcel upon which fencing may be constructed, provided that the Owner of such Parcel obtains the prior written approval of the Architectural & Land Use Committee for the construction of fencing within such Fenceable Area. No fencing shall be constructed without the approval of the Architectural & Land Use Committee.

“Fill” shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from onsite, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the Ordinances and Regulations.

“Floor Area” shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure on all levels. Walk-out basement space will be counted as Floor Area whether finished or unfinished. Basement space more than 80% below finished grade will not be counted as Floor Area. Porches, patios, balconies and decks are not counted as Floor Area unless under roof and enclosed on three sides by the walls of the Dwelling. Garage space is not counted as Floor Area.

“Guidelines” shall mean the General Environmental and Architectural Guidelines for Utah Mini Ranches which shall be prepared and modified from time to time by the Architectural & Land Use Committee, as set forth in Article V of this Declaration. The approval of one Owner’s Improvements does not automatically establish an approval for all. Each issue shall be handled on an individual basis. Therefore any changes, additions or Improvements to any Dwelling or to or on any Parcel must first be approved by the Architectural & Land Use Committee.

“Improvements” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, storage buildings, Barns, walkways, retaining walls, utility lines, sprinkler pipes, driveways, fencing, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building and shall also include any Excavation activities defined herein.

“Ordinances and Regulations” shall mean the applicable codes, zoning and other ordinances, and land use and other regulations of the County and any other governmental agencies having jurisdiction with respect to the Subdivision.

“Owner” shall mean the person or persons holding title to any Parcel or other parcel of Property as shown on the Plats of Duchesne Mini Ranches and Utah Mini Ranches, including buyers under any contract for deed, but shall exclude any person or entity holding title for the purposes of securing performance of an obligation.

“Parcel” shall mean any numbered building parcel shown on the Plats of Duchesne Mini Ranches and Utah Mini Ranches and identified in Exhibit “A”, attached.

“Permitted Improvements” shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

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

“Plats” shall mean the plat maps of all the Property and Parcels which comprise the Subdivision, as originally recorded in the Official Records of the County.

“Property” shall mean all of the land described on the Plats of Duchesne Mini Ranches and Utah Mini Ranches including Parcels, Roadways, Trail Corridors, Open Space, roads, trails and Common Areas.

“Public View” shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public roads including Roadways within the Subdivision.

“Roadway” shall mean those portions of the Property that have or will be dedicated to the County as a public way, or that will be used as private ways for the Owners of the Subdivision.

“Subdivision” shall mean the residential subdivision known as Utah Mini Ranches and all Parcels, Common Areas and other Property within the Utah Mini Ranches subdivision as shown on the Plats of Duchesne Mini Ranches and Utah Mini Ranches, as may be amended or expanded from time to time.

ARTICLE III

PURPOSE OF DECLARATION

3.1 It is the purpose and intention of the Association that the property be developed and maintained as a highly desirable residential development which emphasizes the preservation of a mountain/rustic atmosphere, including the preservation of open space, the protection of wildlife and wildlife habitat, and the provision of opportunities for equestrian uses.

It is the purpose of this Declaration that the natural beauty, serenity, views and present surroundings of the Property shall be protected as much as possible in connection with the Improvements to be constructed on the Property and the uses permitted on the Property as set forth in this Declaration.

ARTICLE IV

ASSOCIATION

4.1 Association Purposes. To enforce this Declaration a Utah non-profit corporation called Utah Mini Ranches Homeowners Association, Inc. has been created. The Association will be comprised of the Owners of Parcels within the

Subdivision and is established to perform the functions and exercise the rights and powers as set forth in this Declaration for the benefit of the Owners.

Membership in the Association is deemed an appurtenance to each Parcel for the purpose of enforcing the provisions of this Declaration. Membership in the Association is transferrable only in conjunction with the transfer of title to each Parcel. The Association shall have and exercise, as necessary, the powers set forth in this Article IV.

4.2 Enforcement Powers. The Association shall have the power to enforce this Declaration by actions at law or in equity brought in its own name and the power to retain professionals needed for the enforcement of this Declaration and to incur expenses for that purpose. The Directors of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of this Declaration.

The Directors of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, any action or failure to act by the Association shall not limit the individual rights of Parcel Owners personally to enforce this Declaration in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

4.3 Maintenance Responsibilities. The Association may own fee title to, or be granted easements over, portions of the Property within the Subdivision. The responsibility to maintain and properly control the use of these Parcels, roads, etc., when granted, vests in the Association which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property and other real property owned by the Association or with respect to which the Association has been granted an easement. The Association shall have the power as provided herein to make Assessments against the Owners for purposes of providing such maintenance and for the general operational budget of the Association.

4.4 Snow Removal. The Association shall be responsible for snow removal (a) on the Roadways within the Subdivision that are available for use by all the Owners of the Parcels and (b) on the primary and secondary access roads located outside the Subdivision which are used by the Owners of the Parcels to enter the Subdivision. The Association shall have the power as provided herein to make Assessments against the Owners, including the Owners of unimproved Parcels, for purposes of providing such snow removal services.

4.5 Assessments. The Association shall have the power to levy Assessments against each Parcel as necessary to carry out its functions. All Assessments will be levied on all Parcels, whether vacant or improved, as determined by the Board of Directors.

Assessments will be established annually to meet the anticipated and recurring expenses of the Association including, but not limited to: the costs to maintain, repair and replace as necessary the primary and secondary access roads used by the Owners of the Parcels to enter the Subdivision and the Roadways within the Subdivision; the costs to construct, maintain, repair and replace as necessary Improvements within the Common Areas of the Subdivision; the costs of landscape maintenance; the costs of repairs, maintenance and operations of the Association's culinary water system; reimbursement of expenses incurred by the Directors and the Architectural & Land Use Committee in performance of their obligations; and the enforcement of this Declaration including, but not limited to, fines levied for violations of this Declaration.

Notice of the Assessments and the amount of the Assessments will be given in form and format as determined by the Board of Directors, provided that the amount of the Assessments may be increased or decreased at the meeting in which it is approved by the Directors.

4.6 Special Assessments. The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment shall be levied without approval of the Owners in a meeting called for that purpose.

4.7 Assessments Constitute Lien. Mortgage Protection. Any validly imposed Assessment by the Association shall constitute a lien against the Parcels in the Subdivision. The Association shall have the right to foreclose on that lien when any Assessment remains unpaid for a period of more than 90 days from the date the Assessment was levied. If the lien is not foreclosed upon, it shall be renewed by recording a notice of the lien for the amount of the unpaid Assessments together with late fees and interest thereon at rates determined from time to time by the Association.

The lien of the Association against any Parcel shall have priority from the date that the first notice of lien on a specific Parcel is recorded in the office of the Recorder of Duchesne County, Utah. The lien of the Association shall be subordinate to any previously recorded liens or encumbrances filed against that Parcel specifically including any purchase money mortgage or trust deed.

Notwithstanding the lien rights of the Association, the obligation to pay an Assessment is a personal obligation of the Owner of each Parcel and the Association

may proceed to collect against the Owner or prior Owner of any Parcel in the event of a sale. The lien of the Association may be enforced and foreclosed in accordance with the provisions of Utah law applicable to the judicial foreclosure of a mortgage or in any other manner permitted by law.

The Association shall be entitled to recover, in addition to the unpaid Assessments and all late fees and interest accrued thereon, all costs and expenses, including without limitation attorneys' fees and court costs, incurred by the Association in pursuit actions to collect the unpaid Assessments of the Association, regardless of the nature of the collection efforts undertaken by the Association.

The Association may pursue an action against the Owner of a Parcel to obtain a money judgment for unpaid Assessments without foreclosing or waiving the lien securing the same. The Directors of the Association may impose reasonable monetary penalties including actual attorneys' fees and costs incurred by the Association in attempting to collect an unpaid Assessment, may temporarily suspend the Association membership rights of an Owner who is in default in the payment of any Assessment, and may terminate any utility services provided to an Owner who is in default in the payment of any Assessment.

4.8 Statement of Account. Any Owner may request the Association to provide a statement of such Owner's account to Owner or to any lender or prospective buyer of that Parcel showing the Assessments to be paid in full or the amount of any past due Assessments. The Owner, buyer or lender for whom such a statement was prepared shall be entitled to rely on its accuracy, and shall not be held liable for any amounts not shown on the statement.

ARTICLE V

ARCHITECTURAL & LAND USE COMMITTEE

5.1 Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Permitted Improvements which are compatible with the high mountain desert landscape. The placement, massing, dimensions, materials, and public aspects of the Permitted Improvements will be guided but still allow for diversity in style and vitality in design. To accomplish this goal, the Association hereby establishes the Architectural & Land Use Committee which is empowered to oversee and enforce the Guidelines (as defined in this Article V) established pursuant to this Declaration.

5.2 Architectural & Land Use Committee Created. The Architectural & Land Use Committee will consist of either three (3) or five (5) members, each with equal voting power on Committee decisions. A simple majority vote of the members will determine all Committee decisions. Committee members shall be Parcel Owners selected from volunteers and approved by the Directors.

5.3 Approval by the Architectural & Land Use Committee. No Improvements of any kind, including without limitation any Dwelling, garage, Barn, outbuilding, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools or outdoor hot tubs or spas, fences, walls, curbs, poles, trampolines, satellite dishes or other antennas, solar panels, utility lines, signs or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Architectural & Land Use Committee.

The construction of all fencing must occur within the Fenceable Area on each Parcel. No Excavation, Fill, grading, filling, draining, landscaping or installation or removal of existing vegetation shall be made without the prior written approval of the Architectural & Land Use Committee. Electronic or digital communication, including but not limited to e-mail communication, shall be deemed sufficient to meet the requirements for written approval as set forth in this Section 5.3. Approval of the Architectural & Land Use Committee shall be sought in the following manner:

a) *Plans Submitted.* A complete set of plans or drawings for the construction of any Improvement described in Section 5.3 must be submitted to the Architectural & Land Use Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred.

Plans must be in sufficient detail to show the location on the Parcel of the Improvements, including without limitation the exterior walls of any Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list and/or samples, including color samples, of exterior siding and roofing materials; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced and irrigated areas, including without limitation green lawns and any proposed foliage, and the areas to be disturbed by construction and the means of restoring those areas.

In the case of an addition or modification to an existing Dwelling, the Architectural & Land Use Committee may provide a written waiver of any of the foregoing requirements.

b) *Written Record.* The Architectural & Land Use Committee shall maintain a written record of its actions and maintain in its files a copy of all plans approved or rejected for a period of five years. Electronic or digital storage of records shall be deemed sufficient to meet the requirements of this subsection (b).

c) *Failure to Act.* The Architectural & Land Use Committee will endeavor to respond to all submissions and requests for approval within a reasonable period time, but in no case shall a submission go unacknowledged for a period of more than thirty (30) days. Notwithstanding the foregoing, no Improvements of any kind may be commenced prior to receipt of written approval from the Architectural & Land Use Committee.

d) *Permits and approvals from Duchesne County.* Notwithstanding any other provision of this Declaration to the contrary, prior to commencing the construction of any Improvements on any Parcel, the Owner of each Parcel must obtain from Duchesne County all necessary permits and approvals required by the County in connection with the construction of any such Improvements. No plans submitted to the County for obtaining the required permits and approvals shall vary from those plans submitted to the Architectural & Land Use Committee.

5.4 Variances. The Architectural & Land Use Committee has the authority to deviate from the requirements contained in the Guidelines under extenuating circumstances, when compliance with the Guidelines would create an unreasonable hardship or burden for a Parcel Owner. No such variance may be granted without written consent of the Architectural & Land Use Committee. Such written consent shall include the stamped approval of the Committee which the Owner must retain and produce upon request by the Association. The Architectural & Land Use Committee does not, however, have the authority to deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

5.5 Extraordinary Costs. Whenever it deems appropriate, the Architectural & Land Use Committee may require the Owners requesting approval for Improvements to provide the services of an architect, range specialist, wildlife manager, building/construction specialist, landscape specialist or civil or structural engineer to assist in the Architectural & Land Use Committee's review of any proposed Improvements. All costs of such review will be paid by the Owner.

The Architectural & Land Use Committee will provide notice to the Owner of:
(a) the requirement to provide the services of an architect, engineer or other

specialist; and (b) the aspects of the proposal that caused the Architectural & Land Use Committee to believe that professional review is required. Whenever the Architectural & Land Use Committee requires outside professional services in its review, the reviewing architect, engineer or other specialist is acting only in an advisory capacity, and the Owner, for himself and his successors and assigns, waives any and all claims against the Architectural & Land Use Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances.

5.6 General Design Review. The Architectural & Land Use Committee will use its best efforts to provide a consistent pattern of enforcement and consistent application of this Declaration and the Guidelines. The Guidelines shall, of necessity, be general in nature and the Architectural & Land Use Committee shall apply them in a manner that results in a high quality, attractive and well-designed community.

5.7 Association, Directors and Architectural & Land Use Committee not Liable. The Association, Directors, Architectural & Land Use Committee and its members shall not be liable to the applicant or to the Owners of any Parcels within the Subdivision for damages or any other remedy as a result of their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural & Land Use Committee for review.

In the absence of bad faith or malicious actions, the Owners shall have no claim against the Association, Directors, the Architectural & Land Use Committee or its members as a result of the performance of or the failure to perform the duties created by this Declaration. Any Person or Persons acquiring title to any Property in the Subdivision shall be deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Association, Directors, the Architectural & Land Use Committee or its members, or the advisors, officers, employees or agents of any of the foregoing, as a result of the performance or failure to perform by the Architectural & Land Use Committee of its duties and responsibilities under this Declaration.

Each Owner has the right to enforce this Declaration against another Owner and may seek independent redress if such Owner believes the Architectural & Land Use Committee has acted improperly.

5.8 Limitations on Review. The Architectural & Land Use Committee's review is limited to those matters expressly described in this Declaration. The Architectural & Land Use Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting

the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any violation of or non-compliance with any of the Ordinances and Regulations.

The Architectural & Land Use Committee shall not be responsible for reviewing, nor shall the approval by the Architectural & Land Use Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Improvements within the Subdivision are not the responsibility of the Architectural & Land Use Committee.

Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Architectural & Land Use Committee prior to construction.

5.9 Approval to Proceed. The Architectural & Land Use Committee shall promptly issue written decisions to the applicant, including rejections of plans and approvals once the plans for any Permitted Improvements have been approved. Electronic or digital communication, including without limitation e-mail communication, shall be deemed sufficient to meet the requirements for written approval as set forth in this Section 5.9.

5.10 Completion Required before Occupancy. No Dwelling within the Property shall be occupied until the Owner of any Dwelling shall have completed the Dwelling in accordance with all plans approved by the Architectural & Land Use Committee and until the Owner shall have obtained all necessary governmental approvals and a certificate of occupancy from the governmental authority having jurisdiction with respect to the construction of the Dwelling.

ARTICLE VI

RESTRICTIONS ON ALL PROPERTY

The following restrictions on use apply to all Property within the Subdivision:

6.1 Governing Regulations. The lawfully enacted zoning regulations of the County and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all building, fire and health codes, are

in full force and effect in the Subdivision, and no Parcel shall be occupied in a manner that is in violation of any such statute, law, ordinance or regulation.

If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

6.2 No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property within the Subdivision. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines, water wells, septic tanks, and other Permitted Improvements.

6.3 No Business or Commercial Uses. The Property within the Subdivision shall be used for residential purposes only. No portion of the Subdivision may be used for any commercial or business use, including short-term rentals for any purpose and the advertising thereof, provided however that nothing in this provision is intended to prevent the use by any Owner of his Parcel for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Parcel to conduct business, or which requires any employees outside of the Owner's immediate family or household to come to the Parcel to conduct business.

No signs or other advertisements relating to such home occupation shall be placed upon any of the Property within the Subdivision, nor shall any such sign or advertisement be visible from the outside of any of the Permitted Improvements constructed on the Property.

6.4 Restrictions on Signs. No signs will be permitted on any Parcel or within the Subdivision except for traffic control and directional signs for roadways or trails placed by the County or the Association or temporary signs warning of some immediate danger and except for such other signs as may be approved by the Architectural & Land Use Committee.

Signs indicating a Parcel is for sale may be placed in accordance with the Guidelines and with County sign regulations and no such sign may exceed six square feet. Permanent signs stating the address and/or name of any Owner of any Parcel may be installed with the advance review and approval of the Architectural & Land Use Committee. An entrance monument for each Parcel may be constructed as

provided in Section 7.11 of this Declaration. No signs or monuments may be placed within utility easement areas.

6.5 Completion Required Before Occupancy. No Dwelling may be occupied before its completion and the issuance of a certificate of occupancy by the County.

6.6 Dwelling to be Constructed First. No Garage, Barn, storage unit, or other outbuilding may be constructed or installed on any Parcel prior to the construction of the Dwelling on such Parcel.

6.7 Animals. Ordinary household pets, horses and other animals as may be approved in advance by the Architectural & Land Use Committee, with respect to the type of animal and the number of any such animal, may be kept on an Owner's Parcel. Any animals other than dogs, cats or other typical household pets which an Owner proposes to keep on a Parcel must be approved in advance by the Architectural & Land Use Committee.

Before horses or any other animals are kept on any specific Parcel the Parcel must be improved adequately to care for the needs of the animal with fencing, adequate stalls, hay storage, watering facilities, and other Permitted Improvements to satisfy the needs of the animal. The Architectural & Land Use Committee must approve all such Permitted Improvements before any animals will be kept on the Property.

The Architectural & Land Use Committee may impose a limit on the number of any type of animal, including horses, which an Owner may keep on any Parcel. The location of all areas where horses or other animals are to be kept, grazed and boarded must be within the Fenceable Area for such Parcel and must be approved by the Architectural & Land Use Committee. No boarding of animals for hire shall be allowed within the Subdivision.

The Architectural & Land Use Committee shall have the right to require removal of any animal or animals which are deemed to create problems for other Parcel Owners. Owners are required to be in control of their respective animals and pets, including the use of leashes, when using any of the trails in the Subdivision in order to protect inhabitants of the Subdivision and other animals kept within the Subdivision and to protect the wildlife in the area. No dangerous animals will be allowed in the Subdivision.

The Owners of each Parcel within the Subdivision shall be responsible to ensure that all animals of any nature, including without limitation all dogs, kept on or within such Parcel shall be prevented from leaving the boundaries of such Parcel and entering onto any other Parcel or into any other portion of the Subdivision,

unless such animal is in the presence and under the control of a responsible individual. The Owner of each Parcel shall make such Permitted Improvements as necessary to assure that animals kept on such Owner's Parcel do not trespass on other Parcels, which Permitted Improvements may include the placing of wire mesh fencing along approved fencing around areas where fencing is permitted.

To the extent that any animals kept on a Parcel within the Subdivision cause injury to any other animals, to persons, or to property, the Owner of the Parcel on which such animal is kept shall be liable for all damages caused by all animals kept on such Parcel, whether or not the animal is owned by the Owner of the Parcel, including without limitation damages resulting from injury to or death of persons or other animals and damage to property.

6.8 Camping. Subject to all other terms and conditions of this Declaration, an Owner of a vacant lot and their Family may camp on their own Parcel for a stay of no more than two (2) nights without first notifying the Architectural & Land Use Committee or for a stay of no more than ten (10) calendar days with the advance written approval of the Architectural & Land Use Committee. Any supply of potable water is the responsibility of the Owner. No sewage or any other waste shall be deposited on any Parcel or within the Common Areas at any time. All vehicles, equipment, debris, waste, refuse and garbage shall be removed and the Parcel shall be returned to its prior natural vacant state by the end of the stay.

Subject to all other terms and conditions of this Declaration, an Owner of a lot which is improved with a completed Dwelling and their Family may camp on their own improved Parcel outside their Dwelling for a stay of no more than ten (10) calendar days without first notifying the Architectural & Land Use Committee. No sewage or any other waste shall be deposited on any Parcel or within the Common Areas at any time. All vehicles, equipment, debris, waste, refuse and garbage shall be removed and the Parcel shall be returned to its prior improved state by the end of the stay.

6.9 Service Yards. All service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Architectural & Land Use Committee so that they are not visible from the Public View.

6.10 Maintenance of Property. All Parcels, and the improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Parcel or the Improvements on it to fall into disrepair.

6.11 No Hazardous Activity. No activity will be conducted on any Parcel that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms (other than under circumstances as are expressly permitted by the Architectural & Land Use Committee), the use of fireworks, the setting of open fires (other than in a properly supervised and contained barbeque unit or in a well-designed interior fireplace), and the keeping of ferocious or dangerous animals.

6.12 No Unsightliness. No unsightliness is permitted on any Parcel. This requirement shall prohibit, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of farm or construction equipment, motor vehicles, boats, campers, trailers or trucks larger than pick-up trucks (except during periods of actual loading or unloading) which are not currently licensed as required by the County, the State of Utah, or other applicable governmental entities, are not owned or operated by the Owner of such Parcel, are not operational, or on any vacant lot; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material on the Parcel that is visible from the Public View.

6.13 Exterior Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Parcel on which it is installed. This shall not apply to street lighting maintained by the County or the Association.

6.14 No Annoying Activities, Sounds or Odors. No speakers or other noise-making devices may be used or maintained on any Parcel which create noise that might reasonably be expected to be unreasonably annoying or loud, except for security or fire alarms used exclusively to protect any of the Property, Dwellings or other Permitted Improvements. No noxious or offensive activity shall be carried out on any Parcel, including the creation of any odors that detract from the reasonable enjoyment of nearby Parcels.

6.15 Sewage Disposal Systems. The Owner of each Parcel shall be responsible to install on such Parcel at such Owner's expense a sewage disposal system for the Dwelling and other Improvements constructed on the Parcel. No

cesspools shall be permitted on any of the Property. All types of sewage disposal systems shall be installed only after approval of the same by the Architectural & Land Use Committee and any governmental regulatory health authorities having jurisdiction with respect to the Subdivision.

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

6.17 Groundwater Protection. Except for the use on the Property of approved septic tank systems, and except for propane storage tanks, no underground storage tanks for fuels or chemicals of any kind may be installed on the Property. Except for water and propane storage tanks, no above-ground storage tanks shall be permitted. The cost to install any propane storage tanks and to obtain propane delivery service on any Parcel shall be the sole responsibility of each Parcel Owner.

The commercial application of pesticides, insecticides, fungicides, biocides or other chemicals, except fertilizers, is prohibited, except for applications in conjunction with the preservation or enhancement of the rangelands and other natural areas within the Subdivision, all of which shall be professionally applied under the direction or oversight of the Architectural & Land Use Committee.

6.18 No Transient Lodging Uses. The Parcels are to be used for single-family residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, vacation rental, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No Parcel or residence shall be advertised or listed on any vacation rental or other public site for any purpose, or marketed in any manner for rent or lease as transient lodging, or in any way that creates the appearance that a Parcel or residence is available for transient lodging.

No Parcel shall be subjected to any form of time interval ownership, or ownership or use in a manner that would permit the right of use to be sold, leased, rented or otherwise made available in any way separately from the fee simple title to the property. The immediately preceding sentence notwithstanding, a lease or rental agreement for a Dwelling for a period of not less than 30 days is permitted. No leases or rental agreements are allowed unless first approved by the Architectural & Land Use Committee.

6.19 Wildlife Protection. Except as otherwise expressly permitted by the Architectural & Land Use Committee, the discharging of firearms will be prohibited

within the boundaries of the Subdivision. All violators will be prosecuted to the fullest extent of the law. The Association and Architectural & Land Use Committee shall also seek to preserve and protect the habitats of the other wildlife which inhabit the Property, including deer, bear, mountain lion, wildcats and a wide variety of smaller mammals and birds, all of which are deemed to be a significant asset of the Property.

The Association and the Architectural & Land Use Committee, in approving the location of construction of any Improvements within the Subdivision, shall endeavor to assure that all game trails within the Property remain unobstructed and shall seek to assure that access shall be provided to all streams, creeks and ponds within the Property for the protection and welfare of the natural wildlife within the Property.

6.20 Restrictions on Vehicles. All vehicles operated on the Property shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise. All vehicles shall be operated only on such roads and trails as may be designated from time to time by the Architectural & Land Use Committee for the operation of such vehicles, and no vehicle shall be operated in any manner which could cause damage or harm to the natural environment or landscape of the Property or any of the wildlife on the Property.

Unless otherwise posted by the County, the maximum speed at which any vehicle may be operated on such designated roads and trails is 25 miles per hour (MPH). The Architectural & Land Use Committee shall have the power to restrict the use of any vehicle used in any manner which creates any nuisance or any offensive or objectionable noise or in any manner which poses a threat to the natural environment and landscape of the Property or to any of the wildlife on the Property.

In no event shall motor driven bikes or other vehicles be operated at any location within the Subdivision unless the noise emitted by such vehicle is muffled to comply with the noise standards established from time to time by the Architectural & Land Use Committee. Mufflers on all vehicles operated within the Subdivision must conform to the noise standards established from time to time by the Architectural & Land Use Committee. All drivers of vehicles must be legally licensed. Under no circumstances will motorized vehicles, including but not limited to snowmobiles, dirt bikes, and other forms of such all-terrain vehicles, be used to pursue, harass or disturb the native wildlife.

6.21 No Grazing Leases. Grazing leases and the keeping of animals, including but not limited to sheep, cows and other livestock, in the Subdivision for the purpose of grazing on the Property shall be prohibited. Any animals other than

dogs, cats or other typical household pets which an Owner proposes to keep on a Parcel must be approved in advance by the Architectural & Land Use Committee.

The Architectural & Land Use Committee may require the owner of each Parcel to allow natural wildlife grazing on areas outside the Area of Disturbance of each Parcel as part of a natural wildlife grazing plan and rangeland management plan which is intended to prevent the degradation of the range and to maintain suitable habitat for the various species of wildlife located within the area.

In the event that the Owner of a Parcel declines to allow such natural wildlife grazing proposed or recommended in the future by the Association or the Architectural & Land Use Committee, which proposed natural wildlife grazing does not affect any areas located within the Area of Disturbance on such Owner's Parcel, then this Declaration shall be deemed to have created in favor of the Association and Architectural & Land Use Committee an easement upon each Parcel within the Subdivision which affects all portions of the Parcel lying outside the Area of Disturbance and which easement shall entitle the Association to enforce allowance of such natural wildlife grazing, which grazing is intended to maintain and enhance the forage needs of wildlife and to prevent the degradation of the range and to maintain a suitable habitat for the various species of wildlife located within the area.

6.22 Wells and Water Delivery System. The Property is served by South Duchesne Culinary Water, Inc., a Utah corporation, and its Water Delivery System which is subject to compliance with water quality regulations set by the Utah State Division of Drinking Water and/or regulations imposed by any governmental regulatory health authorities having jurisdiction with respect to culinary water within the Subdivision. Each Parcel within the Subdivision shall receive culinary water from South Duchesne Culinary Water, Inc. and all culinary water is to be supplied only by the South Duchesne Culinary Water, Inc. system. Culinary water may not be used outside the dwelling for any purpose. An Owner of any Parcel shall have the right to supply his own secondary water, by hauling of water, by purchase from a water vendor, by the collection of rainwater, etc., for outdoor use only.

The Association shall have the right to reserve unto the Association for South Duchesne Culinary Water, Inc. at any place within the Subdivision such easements for the construction, operation and maintenance of its Water Delivery System which includes without limitation components such as well sites, well facilities, water pumps, pressurizing equipment, water storage tanks, water treatment equipment, water meters, water pipes, supply lines and all other equipment and related property which the Association deems necessary in connection with the provision of culinary water and related services.

In addition, the Association shall have the right to reserve unto the Association for South Duchesne Culinary Water, Inc. all such easements for

pedestrian and vehicular ingress and egress at any place within the Subdivision that the Association deems necessary in order to construct, install, operate, maintain, repair and replace any of the components and other improvements comprising the Water Delivery System.

ARTICLE VII

RESTRICTIONS ON PARCELS

7.1 Area of Disturbance within the Buildable Area. With respect to each Parcel within the Subdivision, prior to the commencement of any Improvements on a Parcel, the Owner of the Parcel must obtain the written approval of the Architectural & Land Use Committee for the location of the Buildable Area.

In order for the Owner of the Parcel to obtain the approval of the Architectural & Land Use Committee for the selection of the Area of Disturbance for such Parcel, the Owner shall deliver to the Architectural & Land Use Committee a topographical survey which identifies the location of the Buildable Area for such Parcel and which identifies the location of the proposed Area of Disturbance for such Parcel. The survey shall set forth (a) a metes and bounds description of the perimeter boundaries of such proposed Area of Disturbance or (b) a set of drawings with measurements in sufficient detail to show the perimeter boundaries of such proposed Area of Disturbance within the lot lines of the Parcel.

Upon receipt of such survey and such written request from the Owner of a Parcel for approval of the Area of Disturbance, the Architectural & Land Use Committee shall review such proposal and shall respond to the Owner within 30 days of such submission. Electronic or digital communication, including without limitation e-mail communication, shall be deemed sufficient to meet the requirements for written request and written approval as set forth in this Section 7.1.

At such time as the Architectural & Land Use Committee has approved the location of the Area of Disturbance for a Parcel, the Owner of such Parcel shall be obligated, at Owner's expense, to cause the perimeter boundary of the Area of Disturbance to be staked and marked in a manner approved by the Architectural & Land Use Committee. The Architectural & Land Use Committee shall maintain a record of all Areas of Disturbance which have been approved with respect to each Parcel within the Subdivision. Only 25% of the lot may be designated as a building site. The remaining 75% should remain as undisturbed natural desert vegetation.

7.2 Fenceable Area. The Fenceable Area of each Parcel shall not exceed the approved perimeter boundary of the Area of Disturbance for the Parcel, unless the Architectural & Land Use Committee expressly grants approval for an alternate Fenceable Area within the lot lines of such Parcel.

The Architectural & Land Use Committee shall endeavor to preserve the protection and welfare of the natural wildlife within the Property, prevent the degradation of the range and maintain the natural desert habitat, as described in Sections 6.19, 6.21 and 7.1 of this Declaration, when considering whether to approve any requests for alternate Fenceable Areas outside the Area of Disturbance for any Parcel.

Within the Fenceable Area of each Parcel, the Owner of such Parcel must seek the approval of the Architectural & Land Use Committee for the construction or installation of any fencing pursuant to the procedures set forth in Section 5.3 of this Declaration.

7.3 Number and Location of Dwellings. No Dwelling or other Improvements shall be placed, erected, altered or permitted to remain on any Parcel other than one (1) primary single family Dwelling, and one (1) garage together with non-residential Improvements, including but not limited to storage sheds, which have been approved by the Architectural & Land Use Committee.

7.4 Floor Area. The primary single family Dwelling which may be constructed on a Parcel in the Subdivision shall have a minimum living Floor Area, exclusive of garages, balconies, porches, decks and patios, of 816 square feet.

7.5 Primary Single Family Dwelling to be Constructed First. No Garage, Barn, storage unit, or other outbuilding may be constructed or installed on any Parcel prior to the commencement of construction of the primary single family Dwelling. All construction and alteration work shall be prosecuted diligently, and each Dwelling which is commenced on any Parcel shall be entirely completed within fifteen (15) months after commencement of construction. A three (3) month grace period after the initial fifteen (15) month period has expired may be granted by the Architectural & Land Use Committee upon showing of just cause for such grace period.

7.6 Towers, Satellite Receivers and Antennas. No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Parcel. It is recommended that lightning rods be installed on all Dwellings and Barns.

Satellite receivers in excess of eighteen (18) inches in diameter must have an enclosure to screen them from view from any surrounding Parcel Owner.

7.7 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, mobile home or nonpermanent outbuilding shall be placed, erected or allowed to remain on any Parcel except during construction periods and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Article V hereof.

7.8 Fences. Fencing shall be allowed with the approval of the Architectural & Land Use Committee but all fencing within the Subdivision must be located within the Fenceable Area and shall be constructed in accordance with the following requirements:

a) All fencing within the Subdivision shall have a continuity of appearance in keeping with the setting and surroundings of the Property. All fencing, screens and walls shall be of a type, design, material and height as may be approved by the Architectural & Land Use Committee. The fencing shall not exceed 60 inches in height.

In keeping with the setting and surroundings of the Property, preference shall be given to post fencing with fence posts consisting of vertical log or steel posts four to six inches in diameter and with three horizontal log or steel poles two to four inches in diameter. Steel or other approved unnatural materials shall be painted or coated to create an appearance consistent with the Dwelling on the Parcel and in keeping with the setting and surroundings of the Property.

In order to contain smaller animals, the Architectural & Land Use Committee may approve wire mesh along such post fencing. T-Post, chain-link, wire mesh or cyclone type fencing shall not be permitted on any Parcel. No barbed or razor wire shall be used on any fencing. Customized entrances through approved fencing into the Parcel must be approved by the Architectural & Land Use Committee.

7.9 Flashing and Roof Gutters. Flashing and/or roof gutters or other metal fittings on the exterior of Dwellings or other Improvements shall be painted or matched to blend with adjacent materials on the Dwelling or other Improvements.

7.10 Location of Improvements and Driveway Length. A parcel plan showing the proposed location of the Dwelling and all other Improvements within each Parcel and the driveway and any additional Excavation shall be submitted to the Architectural & Land Use Committee for approval before any construction or

Excavation shall commence. Dwelling locations will not be allowed on the trails located within each Parcel. Any driveway which is proposed to be 150 feet or longer will require that an emergency vehicle will have room by the Dwelling within which to turn around and the design, location and size must be approved by the Architectural & Land Use Committee.

7.11 Driveway Access. All individual driveway access locations on each Parcel within the Subdivision shall be designed to function well with the site location and layout of the Dwelling on the Parcel. Care shall be taken in establishing the location of driveways to allow for the least amount of site and vegetation disturbance. The maximum grade for any driveway shall not exceed twelve percent (12%), unless a written variance is granted by the Architectural & Land Use Committee.

The minimum and maximum width of any driveway shall comply with the standards and specifications specified by the County at the time a building permit is issued by the County for the driveway improvements on each Parcel. Where possible driveways shall parallel the slope to lessen site impact. The approaching driveway shall align itself with the intersecting road at approximately ninety (90) degrees for twenty-five (25) feet. A maximum of four percent (4%) grade will be designed along the center line of this portion of the drive. Cross-slope will be three percent (3%). The sides of the private drive will blend into the appropriate grade of the twelve percent (12%) road at the same twenty-five (25) foot distance.

When necessary to cut and fill, balance shall be sought. Cut and fill areas shall be contoured to two (2) feet horizontal in one (1) foot vertical slopes. A retaining wall may be required by the Architectural & Land Use Committee for cuts in excess of four (4) feet. Driveway access for all Parcels within the Subdivision may not be from any street or road other than interior roads within the Subdivision.

Parcel Owners shall not grant or approve additional rights-of-way and/or easements across their Parcels in addition to those rights-of-way and easements that are already of record at the date of the Plan recordation, except for easements granted to the Association. Subject to the approval of the Architectural & Land Use Committee as set forth in Section 5.3, the Owner of each Parcel may construct an entry monument for such Parcel, and such entry monument shall be located no closer than fifty (50) feet to the Roadway where the Roadway enters such Parcel.

7.12 Building Masses, Forms and Roof Lines. In all cases building masses, forms and roof lines shall conform to and with the existing contours. At no point shall the maximum height of any Improvement exceed an elevation of two (2) stories of living space above the existing land contour at said point. Basements shall be allowed contingent upon the height of the water table.

7.13 Architectural Requirements. Notwithstanding the content of the Guidelines, the following shall be considered to be minimum architectural requirements:

a) Every Dwelling and other Improvement must be custom built to compliment the area with an emphasis on natural or earth tone colors and stained wood, with a preference to log style architecture. A range of samples of earth tone colors may be made available by the Architectural & Land Use Committee, and any non-conforming exterior colors of Dwellings and other Improvements must be approved in advance by the Architectural & Land Use Committee.

At its sole discretion and on a case-by-case basis the Architectural & Land Use Committee may grant a variance for existing non-conforming exterior colors, such variance to be for a limited duration until such time as the Owner is required as set forth in Article VIII of this Declaration to re-paint or re-stain the Dwelling or other Improvements, or the Owner otherwise desires to re-paint or re-stain the Dwelling or other Improvements, at which time the new exterior color must conform to the restrictions set forth in this Section 7.13(a).

The approval of a color variance for one Owner's Improvements does not automatically establish a variance for any other Improvements on any Parcel. Owners required to or desiring to re-paint or re-stain will not be required to seek approvals when using the same or substantially similar colors which conform to these restrictions or were previously approved by the Architectural & Land Use Committee for such Owner's own Improvements.

b) Stone work or other materials approved by the Architectural & Land Use Committee may cover finished concrete area on any Dwelling or other Improvement. Finished concrete area which is clean and in good repair is not required to be covered. No vinyl or metal style homes will be allowed.

c) No prefabricated Dwellings or trailers shall be allowed or constructed, including any partially prefabricated Dwellings or Dwellings constructed in whole or in part from any prefabricated components.

d) Roofs on all buildings shall be constructed with a minimum overhang which meets the requirements of Ordinances and Regulations on all elevations. All roofs shall be of a darker shade of earth tone color.

e) Concrete walls that are exposed to view from all exterior elevations will be covered with a natural stone or other material approved by the Architectural & Land Use Committee.

f) All chimneys burning solid or liquid fuels will be equipped with screens.

g) Icicles and ice buildup must be considered and addressed regarding the dangers caused by falling ice and ice accumulation on walks and building entrances.

h) The following are the minimum insulating and weatherstripping requirements in all heated Dwellings:

1. All outside walls shall have a minimum insulation factor of R-19.
2. All ceilings separating attics from roofs shall have a minimum insulation factor of R-38.
3. Exposed underfloor areas shall have a minimum insulation factor of R-19.

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

j) All buildings, structures and improvements on any Parcel shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

7.14 Fire Suppression. Notwithstanding the content of the Guidelines, the following shall be considered to be minimum fire suppression requirements:

a) All hazardous fuels in the form of native vegetation will be cleared to not less than thirty (30) feet around a structure. Fuel breaks may contain individual specimen trees, ornamental plants or similar vegetation used as groundcover provided they do not provide a means of transmitting wildfire from native vegetation to structures. All fuels will be removed to a minimum of thirty (30) feet around all chimneys, stove pipes, and outdoor fireplaces. Any requested variance to this subsection must be approved by the Architectural & Land Use Committee.

b) Trees in fuel breaks shall be pruned and kept free of dead vegetative materials.

c) All vegetation removed during construction will be disposed of by chipping, burial or removal.

d) Excess flammable construction material will be disposed of by removal or other means approved by the Architectural & Land Use Committee and by the planning and building department of the governmental authority having jurisdiction over the Subdivision.

e) Combustible trash and rubbish shall be removed from each Parcel.

f) One exterior freeze proof water tap far enough from the Dwelling to permit hose protection to all sides and the roof of the Dwelling may be installed at the expense of the Owner of the Parcel. The use of such water tap shall be limited to fire suppression only and may not be used for any other exterior water or irrigation purposes.

ARTICLE VIII

OWNERS' MAINTENANCE OBLIGATIONS

8.1 Duty to Maintain. It is the obligation of the Owner of each Parcel to maintain his Parcel and the Improvements to the Parcel in a good state of repair and an attractive, safe and healthy condition at all times in order to preserve and enhance the enjoyment of the Subdivision.

8.2 Repair by Association. In the event an Owner permits his Parcel or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Parcel and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to pay promptly the reasonable costs of any work performed under this provision. Unpaid amounts are considered an Assessment against the Parcel under Article IV of this

Declaration and will accrue late fees and interest at the lawful judgment rate under applicable state law.

8.3 Alterations of Exterior Appearance. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural & Land Use Committee, provided however that alterations or deviations from the originally approved plans will require review and approval.

Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural & Land Use Committee, provided that such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit.

No damaged structure will be permitted to remain on any Parcel for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE IX

CONSTRUCTION COVENANTS

9.1 Introduction. In order to minimize the disturbance of the Property within the Subdivision during any construction activities and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. By reference herein, these regulations shall be made part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on the Parcel whether or not explicitly stated in the contract. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner shall be liable.

9.2 Pre-Construction Requirements. Prior to the Architectural & Land Use Committee granting its approval and prior to commencement of construction, the Owner or builder must supply a construction site plan showing the location of material storage areas, any portable toilet, any construction office or trailer, and a

trash dumpster. This plan must be approved by the Architectural & Land Use Committee prior to the commencement of construction.

A bond in the amount of \$10,000.00 or 10% of the appraised value of the proposed completed Improvements, whichever is greater, will be required to be paid by the owner/contractor prior to construction. If the contractor or homeowner fails to comply with the restrictive covenants and damage occurs, this bond will be used to mitigate that damage or to perform the work necessary to bring the home/lot into compliance with the restrictive covenants.

The Owner and builder may request to meet with the Architectural & Land Use Committee prior to commencement of construction to review these regulations and coordinate the construction activities within the Subdivision.

9.3 Marking Limits of Disturbance. Prior to the commencement of construction, the Owner shall survey and mark the limitations of disturbance area(s) of the Parcel designated by the Architectural & Land Use Committee as part of the plan approval process, which in all cases must be entirely within the Area of Disturbance for such Parcel. The limits of disturbance area boundary will be marked with surveyor's tape and roped-off or fenced to prevent any intrusion by construction activity.

9.4 Occupational Safety and Health Act Compliance. The builder shall comply with the standards and regulations of the United States Department of Labor under the Occupational Safety and Health Act.

9.5 Portable Office or Trailer. Any builder who desires to bring a portable office or trailer onto a Parcel shall first apply for and receive written approval from the Architectural & Land Use Committee. The Architectural & Land Use Committee will work closely with the builder or Owner to determine the best possible location for the portable office. The portable office will be located in a location approved by the Architectural & Land Use Committee and within the limits of disturbance area.

The temporary office may not be installed prior to commencement of construction, and must be removed upon the first to occur of (i) the issuance of a certificate of occupancy, (ii) the termination, expiration or cancellation of the applicable building permit, or (iii) the suspension of construction activities for a period of 60 days.

9.6 Construction Debris Removal. The builder must comply with County ordinances and the requirements of the Architectural & Land Use Committee requiring the placement and maintenance of a trash container or dumpster on the Parcel. The builder shall collect trash at the end of each work day and deposit

construction trash, packing material, unusable scraps, and other debris in a suitable container protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Parcel, the Property or anywhere within the Subdivision.

9.7 Construction Area Appearance. The Parcel must be maintained in a reasonably organized and neat condition at all times during construction of a Dwelling or other Improvements. Once a Dwelling is enclosed, materials shall be stored inside and out of sight whenever practical and possible.

9.8 Sanitary Facilities. The builder is responsible for the installation and maintenance of any approved toilet facility during construction. The portable toilet must be located on the Parcel at a location approved by the Architectural & Land Use Committee and must be removed from the site at such time as the permanent plumbing system is operational.

9.9 Construction Parking and Vehicles. Construction crews must park their vehicles on the Parcel on which they are working and shall not use or park on any other Parcel or any property within the subdivision. All vehicles must be parked to allow the free flow of traffic within the subdivision.

9.10 Conservation of Landscape Materials. To the extent reasonably possible, native plant material removed from the Parcel during the construction process should be preserved for replacing on the Parcel. Topsoil, rock outcroppings, boulders, springs and seeps should be preserved.

9.11 Blasting. In the event it is necessary to blast in conjunction with the construction of any Dwelling or Improvement, the Owner must notify the Architectural & Land Use Committee in advance. In addition, the builder must comply with all Ordinances and Regulations of the County and all other governmental authorities having jurisdiction over the Subdivision applicable to blasting.

Advance notice to the Architectural & Land Use Committee shall be sufficient to allow reasonable review of the governmental permits by the Architectural & Land Use Committee. No blasting, impact digging or pile driving causing seismic vibrations may be undertaken without the prior written consent of the Architectural & Land Use Committee.

9.12 Construction Signs. During periods of actual construction on the Dwelling, the Owner or builder may install on the Parcel a sign not to exceed six square feet in area identifying the Parcel and the builder. The sign must be removed upon completion or abandonment of construction.

9.13 Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset, unless otherwise restricted by County ordinances. The builder is responsible for controlling noise emanating from the site.

9.14 Soil Conservation, Dust. At all times when the surface of the Parcel is disturbed by construction activity and revegetation has not been completed, the builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

9.15 Removal of Mud. The builder is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

9.16 Construction Access. Construction access to the Dwelling is limited to the driveway and utility corridors designated on the approved site plan for the Dwelling. The natural areas of the Subdivision shall not be used for ingress or egress, temporary utility lines, delivery of material, or otherwise disturbed during construction.

9.17 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the County and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to the site prior to the issuance of the permit(s).

It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of six months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

ARTICLE X

COMBINATION OF PARCELS

10.1 Right to Combine Parcels. Subject to the provisions of this Declaration and the limitations set forth in this Article X, any Owner may combine two or more adjoining Parcels within the Subdivision. No single Parcel or any Parcel previously combined from two or more adjoining Parcels may be subdivided or re-subdivided at any time. The combination of parcels is directed by and subject to the permitting requirements of the County.

In the event any Owner desires to adjoin two or more Parcels, the Owner may, with the consent of the Architectural & Land Use Committee, combine and consolidate the Area of Disturbance for such combined Parcels into a single area, which must be located within the Buildable Areas.

In the event that the Owner of such Parcels desires to relocate the Buildable Area or Fenceable Area for one or more of such Parcels in connection with such proposed combination of Parcels, such Owner shall comply with the provisions set forth in Sections 7.1 and 7.2 of this Declaration for seeking approval to alter the location of the Buildable Area or the Fenceable Area.

10.2 Other Easements Not Affected. The combination of one or more parcels shall not impair utility easements and any other easements affecting the combined Parcels as shown on the Plats or otherwise recorded with the Recorder of Duchesne County, Utah.

ARTICLE XI

GENERAL PROVISIONS

11.1 The covenants, conditions and restrictions contained in this Declaration may be enforced as follows:

11.2 Violation Constitutes Nuisance. The violation of the provisions or any provision of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

11.3 Remedies.

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

b) Nothing in or omitted from this Declaration shall be construed as limiting the rights and remedies available to the Association that may exist at common law or under applicable federal, state or local laws and ordinances pertaining to health, safety, abatement of nuisances, assessment of fines, termination of utility services, or other matters. The remedies available under this Declaration are to be construed as being in addition to all other remedies available at law.

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

d) The delay or failure of anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

11.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

11.5 Limited Liability. Neither the Association, the Directors, the Architectural & Land Use Committee including its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of good faith exercise of their judgment or authority under this Declaration and without malice.

11.6 Term of Declaration Renewal. This Declaration shall expire forty (40) years from the date it is first recorded with the Recorder of Duchesne County, Utah, provided however in the last year prior to expiration, the Owners of sixty percent (60%) of the Parcels may, by written notice which is recorded with the Recorder of the County of Duchesne, Utah, agree to extend the term of this Declaration for a

period of an additional twenty (20) years, and at the end of each additional period of twenty (20) years thereafter, the Owners of sixty percent (60%) of the Parcels may, by written notice which is recorded with the Recorder of the County of Duchesne, Utah, agree to extend the term of this Declaration for a period of twenty (20) additional years.

11.7 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of sixty percent (60%) of the Parcels subject to this Declaration may amend the provisions of this Declaration. Any amendment must be in writing and must be properly recorded in the office of the Recorder of Duchesne County, Utah. No amendment will be binding on the holder of any mortgage or trust deed on any Parcel which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins the amendment.

This Declaration may not be repealed by amendment. No amendment shall have the effect of increasing the number of Parcels or Dwellings within the Subdivision beyond that approved by the County and this Declaration, or making less restrictive the provisions of this Declaration regulating the uses of the Property within the Subdivision.

11.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Parcel in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Parcel, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Parcel.

11.9 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices in electronic format sent to the last known email address of the party to receive notice, or published via web site, are deemed to have been mailed and effective as above. Notices delivered by hand are effective upon delivery.

11.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall

include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine, and neuter as well.

11.11 Expansion of Project. The original developer no longer owns an interest in any additional land which adjoins or is in the vicinity of the Subdivision. The Utah Mini Ranches development is completed and the lots in the development are no longer owned by the original developer.

11.12 No Right to Expand. The original developer's right to add some or all of any additional land to the Subdivision has expired. The Utah Mini Ranches development is completed and the lots in the development are no longer owned by the original developer.

11.13 Association Rules. The Association may adopt, amend, modify, cancel, limit, create exceptions to, or expand the Rules of the Association as provided by law and such Association Rules are incorporated into the Governing Documents of the Association upon notice given in form and format as determined by the Board of Directors.

11.14 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use. However, by Owners' Dedication all roadways on record on Duchesne Mini Ranches' and Utah Mini Ranches' recorded Plats (available in the Duchesne County Recorder's office) are dedicated for perpetual use by the Utah Mini Ranches Homeowners Association, Inc., a Utah non-profit corporation. All easements and roads shown on said Plats are intended for the use of Utah Mini Ranches Homeowners Association, Inc.

11.15 Reservation of Easements. The Association expressly reserves for the Association and the Association's agents and employees easements of access, ingress and egress over the Parcels for the purposes of enforcing the provisions of this Declaration; drilling water wells; maintaining, repairing and installing water and other utility lines, drainage structures and other improvements which are to be constructed and installed by the Association as provided in this Declaration or in connection with the Improvements required by the County to be installed and constructed by the Association, in accordance with the provisions of this Declaration.

11.16 Enforcement of Declaration. The Association shall enforce all covenants, conditions, restrictions and management policies set forth in this Declaration. Upon the failure of the Association to enforce this Declaration, the

County may do work or cause suit to be brought against the Association for the purpose of requiring the Association to enforce this Declaration and to recover the costs of said work, or the County itself may bring and prosecute a suit in the name of the Association for the purpose of enforcing this Declaration.

11.17 Planning and Building Commission Approval. Any changes, amendments or deletions to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UTAH MINI RANCHES are subject to approval by the planning and building department having jurisdiction over the Subdivision and individual covenants, conditions, restrictions or guidelines may be invalidated if found to be non-compliant with any ordinances thereof.

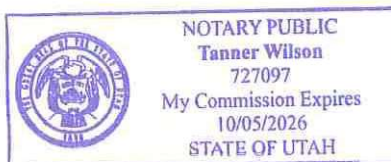
IN WITNESS WHEREOF, the Association has executed this Declaration as of the date first above written and expiring 40 years from the date first above written unless earlier amended, modified or repealed under the terms and conditions herein specified.

UTAH MINI RANCHES HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Title: President

STATE OF UTAH)
)
COUNTY OF DUCHESNE)

The foregoing instrument was acknowledged before me this 15th day of October, 2025 by William Jason Binder in his capacity as President of UTAH MINI RANCHES HOMEOWNERS ASSOCIATION, INC., who executed this instrument in his or her capacity as President of UTAH MINI RANCHES HOMEOWNERS ASSOCIATION, INC.



[Signature]
Notary Public