

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE
COMMERCIAL LOTS
WILSON ARCH RESORT COMMUNITY**

This **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is effective June 1, 2018 ("Effective Date") by and between Karri Ann Pederson and Sharri Marie Griffin (collectively "Pederson-Griffin"); Craig W. Simpson and Ursula B. Simpson (collectively "Simpson"); Esther Marie Paul, Michael Douglas Paul, Skylin Marie White, and Jeremy Distin White (collectively "Paul-White"); and Wilson Arch Properties, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. Pederson-Griffin is the owner of that certain real property known as Parcel J, Phase I Wilson Arch Resort Community, according to the Phase I Amended Plat recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001 ("Phase I Amended Plat");

B. Simpson is the owner of that certain real property known as Parcel K, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat;

C. Paul-White is the owner of that certain real property known as Parcel L, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat;

D. Declarant is the owner of that certain real property known as Parcels A, D through I, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat (Parcels A, D through L shall be referred to herein as the "Commercial Lots"); and

E. By recording this Declaration, the Parties hereto desires to develop the Commercial Lots in a manner which promotes quality and preserves the values and amenities of the Wilson Arch Resort Community.

NOW THEREFORE, for the foregoing purposes, the undersigned Owners, who constitute the Owners of all of the Commercial Lots on the Effective Date hereof, declare that the Commercial Lots shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the covenants, conditions, and restrictions contained herein, which shall attach and run with the Commercial Lots.

Noted: 7-19-19

ARTICLE 1
DEFINITIONS

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

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

1.2 Administrative Control Period: the period of time from the Effective Date of this Declaration until the Declarant sells all but two Commercial Lots.

1.3 Architectural Committee: the Architectural Committee formed to administer design review criteria for the Commercial Lots pursuant to Article 4.

1.4 Association: the Wilson Arch Resort Community Association, Inc., its successors and assigns. Each Owner of the Commercial Lots is a member of the Association, as set forth in the Declaration of the Wilson Arch Resort Community and the Association's Bylaws and Articles of Incorporation.

1.5 Board: the Board of Directors elected to manage the Association.

1.6 Code: the Code shall mean the San Juan County Zoning Ordinance, as amended.

1.7 County: San Juan County, Utah

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

1.9 Declaration of the Wilson Arch Resort Community: Amended and Restated Declaration of Restrictions for the Wilson Arch Resort Community on July 12, 2001 in the real property records of San Juan County at Entry No. 064062.

1.10 Effective Date: the date first written above.

1.11 Governing Documents: the Articles of Incorporation, Bylaws, this Declaration, the Declaration of the Wilson Arch Resort Community, the Plat, and any Rules and Regulations adopted by the Association, as amended, which relate specifically to the Commercial Lots.

1.12 Improvement: the installation, construction, repair, maintenance, painting, or staining a structure, including patios, decks, site walls, retaining walls, and any exterior surface; landscaping, including vegetation, trees, hedges, shrubs, bushes, and rock work; fencing; lighting; pools, spas, and hot tubs; excavation and fill; drain intake and pipe systems, ditches, diversion dams or any other devices which affect or alter the natural flow of surface or

subsurface water from upon, under, or across any portion of the Wilson Arch Resort Community; and any utility line, conduit, pipe, or other related facility or equipment.

1.13 Lot: Parcels A and D through L, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat. "Lot" and "Parcel" may be used interchangeably herein.

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

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

1.16 Owner(s): Owner shall mean the owner of record title, whether one or more persons or entities, of a Commercial Lots, but excluding those having an interest merely as security for the performance of an obligation.

1.17 Plat: the Phase I Amended Plat for the Wilson Arch Resort Community recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001.

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

1.19 Rules and Regulations: those Guidelines, Schedules of Fines, and other policies and procedures adopted by the Association (collectively, the "Rules") relating specifically to the Commercial Lots and concerning this Declaration and said Rules, including enforcement procedures allowed by the Act.

ARTICLE 2 **EASEMENTS**

2.1 Association Easements

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

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

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

2.2 General Emergency Easements. The Association, the County, the Wilson Arch Water & Sewer Special Service District, and all sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Wilson Arch Resort Community shall have a nonexclusive easement for ingress and egress to enter upon any part of the Commercial Lots in the performance of their duties.

2.3 SSD Easement. The Wilson Arch Water & Sewer Special Service District shall have perpetual, non-exclusive easements for sewer and water utilities over, across, and through the Commercial Lots, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair said water and sewer utilities, in those locations shown and described on the Plat or in their as-built locations as of the Effective Date.

ARTICLE 3 **USE RESTRICTIONS**

3.1 Permissible Uses. The Commercial Lots are zoned for commercial use under Code; provided, however, that the permissible uses shall be limited to the following commercial uses: retail sales and service; eating establishments; overnight accommodations, except as limited in this Section 3.1; multi-family residential; offices; recreational guiding and services; woodworking and hobby shops; educational facilities; community centers; and fuel service/convenience stores.

a. *Campgrounds.* Campgrounds consisting of "camping cabins" may be permissible, subject to approval of the Architectural Committee and only if such cabins comply with the design criteria set forth herein. All such campgrounds shall also be approved and permitted by San Juan County and related governmental entities with jurisdiction.

b. *Prohibited Uses.* All other commercial uses not listed above are prohibited including all other storage, industrial, manufacturing uses; RV, yurt, teepee, and tent campgrounds; vehicle sales and auto-body/repair shops; sexually oriented businesses including but not limited to adult novelty and video stores, bars with live entertainment, theaters, and massage parlors; and marijuana retailers or dispensaries are prohibited.

3.2 No Subdivision. The Commercial Lots may not be further subdivided or partitioned from the Lot configurations shown on the Plat. This Section shall not be construed to limit the right of owners to adjust boundaries or merge Lots so long as no new lots are created.

3.3 Nuisances. No Lot or Improvement thereon shall be used, occupied, or altered in a manner which creates a nuisance, interferes with the rights of any other Owner, increases the rate of insurance for the Association, or causes any insurance policy to be canceled or to cause a refusal to renew the same.

3.4 Signs. All signs within the Wilson Arch Resort Community shall promote traffic safety, reduce visual clutter, and promote beautification. Generally, no signs shall be placed on any portion of a Lot unless first approved by the Architectural Committee. All signs shall be monument-style ground signs with plantings around the base of the sign to harmonize with the landscape. Flagpoles may be permissible subject to advance approval of the Architectural Committee. Intermittent light, flashing, and moving lights and signs, including electronic variable message signs, are prohibited. All other lighting shall be consistent with Section 5.3(l) herein. Billboards, temporary signs, and waving or feather banners are prohibited.

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

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

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

c. Each Owner shall be responsible for and pick up all animal waste immediately from the Common Area and roadways within the Wilson Arch Resort Community.

3.6 Parking.

a. *On Lot*: All on-Lot parking areas must be screened by fencing and/or landscaping. RVs or trailers may park on the Owner's Lot on a temporary basis only and must be stored and screened from public view when not in use. All RVs, trailers, and vehicles parked on the Commercial Lots must be licensed and operational. Trucks in excess of two (2) tons shall be stored off-site and may not be parked within the Wilson Arch Resort Community, except as necessary for construction and deliveries.

b. *On Roadways/Common Area*: Parking on and along roadways and the Common Areas within Wilson Arch Resort Community is prohibited at any time.

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

3.8 Maintenance. Each Owner shall keep and maintain his or her Lot and the Improvements erected thereon, including the driveways and walkways, in a proper, neat and orderly manner which protects and maintains the high-quality integrity of the Wilson Arch Resort Community. Further, each Owner shall use and enjoy his or her Lot in a manner that promotes common sense and respect for other Owners, including the exterior maintenance of all Improvements. The Association may adopt Rules and Regulations regarding the regularity of required exterior maintenance.

a. Weeds. An Owner shall not permit weeds and invasive plants to grow or reproduce on his or her Lot. Each Owner shall, to the extent possible, eradicate weeds and invasive plants with mechanical and natural (non-chemical) means.

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

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

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

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

3.13 Enforcement/Fines. To enforce this Article 3, the Board may adopt Rules and Regulations regarding enforcement, including a Schedule of Fines. Further, if the Board determines that an Owner has violated this Article 3, it shall provide to the Owner a written Notice of Violation. The Owner shall have thirty (30) days from receipt of the Notice of Violation to cure the same ("Cure Period"). If the Owner fails to remedy the violation within the Cure Period, the Board shall levy a Fine against such Owner in the amount established by the Schedule of Fines or the actual cost of removing or remedying the violation, whichever is greater, and may lien the Owner's Lot pursuant to procedures set forth herein and the Act.

ARTICLE 4
ARCHITECTURAL CONTROL AND DESIGN CRITERIA

4.1 Architectural Committee. The Architectural Committee (for purposes of this Article 4, the "Committee") shall consist of three (3) Members appointed by the Board of Directors; provided, however, that during the period of Administrative Control, the Declarant shall constitute the Architectural Committee.

4.2 Prohibition of Alteration and Improvement. No Improvements, as defined in Article 2, shall be commenced or erected, until the same has been approved in writing by the Architectural Committee. Notwithstanding the foregoing, an Owner does not need additional approval to re-paint or re-stain an Improvement with the same color or re-place decking or fence boards with the same material previously approved by the Committee as part of the Owner's regular maintenance required hereunder.

4.3 Design Criteria. The Committee shall not approve any Improvement unless it complies with the following Design Criteria:

a. *Conformity and Harmony with Landscape*. Each Owner shall endeavor to protect the conformity and harmony of exterior appearance of structures with neighboring structures (both commercial and residential) and natural surroundings as to external design, materials, siting, height, topography, grade, and finished ground elevation, and the preservation of the aesthetic beauty of the surrounding landscape. All design shall recognize features of surrounding landscape and strive to complement (i.e. blend into) dominant elements of form, line, color, and texture.

b. *Preservation of Viewsheds*. To the extent practicable, each Improvement shall be located on each Lot so as to preserve the use, enjoyment and access, including view planes, of every other Lot in the Subdivision and promote neighborly conduct. All utility lines and pipes shall be buried.

c. *Preservation of Natural Drainage*. To the extent practicable, no structure shall be placed or located on any Lot in such a manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns. Likewise, no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage. Altered surface drainage and drainage off Improvements must be controlled in a manner to ensure that conditions which lead to erosion are eliminated. Built-in and buried drain intake and pipe systems shall be preferred. All controlled drainage must be delivered to established, approved drainageways or to the street drainage system in accordance with the Wilson Arch Drainage Plan. In all cases, an individual Site Drainage Plan shall be submitted to and approved by the Architectural Committee.

i. Grading. Grading and excavation on any Lot shall occur only with the written approval of the Architectural Committee. The natural, original grade shall be maintained as the finish grade against all perimeters of the proposed

Improvements on the Lot. Therefore, all excavation and fill work shall be expressly restricted to the "footprint" area of the Improvements, including patios and driveways, plus a minimum clearance, approved by the Architectural Committee, to construction retaining walls against grade cuts. The required foundation plan, building elevations, and sections shall show the full extent of any intended cut and fill areas. No exposed grade cuts or fills shall be permitted.

d. *General Design.* The desired architectural style is not of any arbitrary style, but simply an appropriate response to the geology and climate of the setting. The climate is mild most of the year, but the design must consider the peak winter and summer months. Thus, best designs incorporate courtyards, open breezeways, recessed windows shielded from summer sun, and passive solar to capture winter sun.

i. Massing. Large box shapes are prohibited. In order to create a more interesting overall appearance, Improvements shall be comprised of two or more masses of different heights. Adjacent masses need to be at least two feet different in height and the plan shape of each mass shall have an area equal to at least ten percent (10%) of the total floor area of the Improvement.

ii. Articulate Forms. Improvements (including landscaping) shall step up with the terrain. All elevations shall have some measure of trellises, piers, terraces, garden walls or other forms of setbacks and architectural devices which break up the massing into smaller elements and add the richness of shade and shadow.

iii. Site Walls. All site walls shall be integrated with the site and site structures in both form and consistent material. In general, walls shall be restricted to retaining planters, patios, and driveways and may include solid railings above the retained level. In cases where retaining walls exceed six feet in height, added terracing, texturing, or vegetation shall be used for screening and minimizing impact. No site wall shall be erected without the prior approval of the Architectural Committee.

iv. Setbacks/Square Footage. The Code shall govern setbacks and square footage of Improvements on the Commercial Lots.

v. Height. Single story construction, stepped up with grade, is preferred to best harmonize with surrounding landscapes; provided, however, that two-story structures may be approved on the Commercial Lots by the Architectural Committee, subject to the design criteria set forth herein. In no event shall the maximum height above grade be greater than twenty-four feet (24').

e. *Building Materials.* All construction shall be site-built. The predominant exterior surface shall be textured masonry, painted slump block, or stucco. Wood and

rock detail may be used to compliment said predominate exterior surfaces. Vinyl, aluminum, and concrete siding is prohibited.

f. *Exterior Colors.* All exterior colors must be earth-tone colors that harmonize with the predominant colors in Wilson Arch Resort Community and the surrounding landscape, including the mountains as seen from a distance. White, tan, and bright primary colors are prohibited. Reflective finishes (other than glass, which may not be mirrored) are prohibited. All grills, flashings, and other miscellaneous exterior items including but not limited to: chimney caps, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color or general tone of the adjacent surface unless otherwise approved by the Architectural Committee. No material or color change shall occur on an outside corner. In addition, "shirt-fronting" of masonry veneer or stucco is prohibited.

g. *Roofs.* Flat or pitched roofs may be approved by the Architectural Committee; provided, however that mansard roofs are not permissible. Pitched roofs shall be designed to avoid large, unrelieved roof area expanses. Mineral and composition materials, corrugating plastic or reflective sheet metal, and light-colored or reflective surfaces on pitched roofs are prohibited. All metal components must be painted to match the color of adjacent roofing materials. All roof colors shall have a light reflective value at or below twenty-eight percent (28%).

i. Pitched Roofs. Pitched roofs may be either hips or gables, but not both. Roof pitches shall occur between 4 in 12 and the 6 in 12 slope, or greater with advanced approval of the Architectural Committee. Pitched roof materials may include flat colored concrete tile, flat terra cotta tile, mission tile (in harmonious colors only), or standing seam copper (oxidized to a blue-green color or accelerated to a deep brown color). Shiny or lacquered copper is prohibited. All roof materials, including those listed herein, are subject to final approval by the Architectural Committee. Skylights on pitched roofs are discouraged. When permitted by the Architectural Committee, they must be tinted grey or bronze to minimize their visibility and reduce glare.

ii. Flat Roofs. The color of all flat roofs shall be at least as dark or darker than the building walls or the general tone of the ground plane, whichever is darker.

h. *Driveways and Parking Areas.* Unless otherwise required by the County, driveways shall be a maximum of twenty feet (20') wide. Parking areas, turn-arounds, and driveways less than forty feet (40') long shall be surfaced with concrete, asphalt, or concrete/stone pavers. Driveways longer than 40' may be surfaced with aggregate base course or roadbase, or as otherwise approved by the Architectural Committee. Driveways and parking areas must be completed within three (3) months of completion of the primary commercial structure, as determined by the date of the Certificate of Occupancy for the same. All driveways and parking area configurations, colors and materials shall be approved in advance by the Architectural Committee.

i. *Landscaping.* Except as expressly permitted herein, all landscaping shall be comprised of xeriscaped native shrubs, trees and other plant materials. All graded slopes shall be planted with vegetation to prevent erosion. Lawns, fountains, and water features are prohibited except inside walled courtyards, subject to water availability and advanced approval by the Wilson Arch Water & Sewer Special Service District. Each Owner shall submit a Landscaping Plan for advance approval to the Architectural Committee and complete said Landscaping within the timeframes set forth herein.

j. *Fencing.* Chain-link, lattice, and unfinished concrete block fences are prohibited. Fencing must facilitate drainage within the Wilson Arch Resort Community. All fencing shall be made of natural native materials with colors that harmonize with the predominant colors and general tone of the Improvements. Site Walls may coincide, in part, with Lot boundaries but may not delineate or imply delineation of the entire boundary. All fencing configurations, colors and materials shall be approved in advance by the Architectural Committee.

k. *Equipment Location.*

i. Roof-Mounted. Roof-mounted mechanical devices, such as antennae, evaporative coolers, rotating air vents, and air conditioning units, are prohibited; provided, however, that a small satellite dish that does not exceed 24" in diameter shall be allowed upon advance approval of the Architectural Committee if placed in a manner which minimizes visual impact from roadways. Similarly, roof-mounted solar panels on flat roofs shall be allowed upon advance approval of the Architectural Committee if placed in a manner which minimizes visual impact from adjacent Lots. Roof-mounted solar panels on pitched roofs shall be allowed upon advance approval of the Architectural Committee if the exposed face is flush with the surface of the finished roof, is non-reflective, and all piping and hardware are recessed from view.

ii. Ground-Mounted. All garbage and trash containers, mechanical equipment and other outdoor maintenance and service facilities shall be screened by walls from other Lots, roadways and Common Areas.

l. *Lighting.* All exterior lighting shall be full-cutoff, downward-directed, and fully shielded so that neither glare nor reflection reaches neighboring properties and night lighting of the sky is minimized. Maximum exterior wattage is 250 watts of high intensity discharge (HID) lighting per light fixture, with warm lamps preferred. Each Owner shall submit a Lighting Plan for advance approval to the Architectural Committee.

m. *Noise.* Excessive and prolonged noise is prohibited within the Wilson Arch Resort Community. Noise that measures sixty-five decibels or higher twenty-five feet from the property line of any Commercial Lot shall be considered excessive and a nuisance. Generators are prohibited between the hours of 7 pm and 7 am. Further, all hours of operation for the Commercial Lots shall be limited between the hours of 7 am and 9 pm.

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

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

4.6 Construction Timeframes. Construction of a Dwelling or ADU shall be completed within twelve (12) months of the date either a) San Juan County issues the building permit or b) the Architectural Committee approves the plans, whichever is later. Driveways and Landscaping shall be completed within three months of the Dwelling completion, as established by the Certificate of Occupancy. Fencing and all other Improvements shall be completed within six (6) months of the Committee's approval of the same.

4.7 Construction Obligations. Each Owner shall repair or replace all damage to roadways, curbs or utilities caused during construction. Each Owner shall remove or appropriately store all construction debris on a daily basis to prevent blowing and damage to adjacent Lots and Dwellings and in consideration of the same. During construction, other appropriate dust control procedures shall be implemented, which may include perimeter construction fencing or watering.

4.8 Architectural and Construction Guidelines. The Committee may adopt additional design and construction guidelines, with a list of approved home styles and exterior colors, specific application and construction procedures, and standard construction obligations, as may be amended from time to time as necessary (the "Guidelines"). During the Administrative Control Period, Declarant shall also consent to all Guidelines.

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

ARTICLE 5
CONSTRUCTION AND APPROVAL PROCESS

5.1 Written Approval Required. Each Owner is responsible for applying for and obtaining formal written construction review and approval from the Architectural Committee, the County, and the Wilson Arch Water & Sewer Special Service District. All approvals shall be secured before any alterations are made to the Lot, including grading, and before any Improvements are constructed. Each Owner shall be assessed a fine in an amount not less than \$5,000.00 for failure to secure written approval from the Architectural Committee for any Improvement on a Lot.

5.2 Approval Timeframe. In order to minimize conflicts with the County and SSD, the Owner shall first obtain approval from the Architectural Committee, prior to making a submission to the County. Approval by the Architectural Committee is separate and distinct from County approval.

5.3 Approval Process. The Review and Approval Process set forth in detail in Section 4.9 of the Declaration for the Wilson Arch Resort Community shall control the Approval Process for the Commercial Lots; provided, however, that all references made therein to the Architectural Committee, as applied to the Commercial Lots, shall mean the Architectural Committee defined herein.

5.4 Construction Process. The Construction Phase set forth in detail in Section 4.10 of the Declaration for the Wilson Arch Resort Community shall control the Construction Process for the Commercial Lots; provided, however, that all references made therein to the Architectural Committee, as applied to the Commercial Lots, shall mean the Architectural Committee defined herein.

5.5 Non-Disclosure. The construction plans and documents submitted to the Architectural Committee shall remain the property of the Owner and shall not be disclosed by members of the Architectural Committee.

ARTICLE 6
MISCELLANEOUS

6.1 Amendment. This Declaration may be amended only upon the affirmative vote of a Majority of the Owners of the Commercial Lots; provided, however, that all such amendments shall also be approved by Declarant during the Administrative Control Period.

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

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

conditions contained herein.

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

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

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

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

6.8 Conflict of Governing Documents. In the event of conflict among or between the Governing Documents, the provisions of this Declaration shall prevail.

This **DECLARATION** is approved and deemed effective by the undersigned Owners, who constitute the Owners of all of the Commercial Lots on the Effective Date hereof.

Ent 140472 Bk 1079 Pg 0796

PEDERSON-GRIFFIN

Karri Ann Pederson

Sharri Marie Griffin

SIMPSON

Craig W. Simpson

Ursula B. Simpson

PAUL-WHITE

* _____
Esther Marie Paul

* _____
Michael Douglas Paul

Skylin Marie White

Jeremy Distin White

WILSON ARCH PROPERTIES, LLC


Phillip V. Glaze, Manager

Notaries Follow

Ent 535011 Bk 0885 Pg 0622

This **DECLARATION** is approved and deemed effective June 1, 2018 by the undersigned Owners, who constitute the Owners of all of the Commercial Lots on the Effective Date hereof.

PEDERSON-GRIFFIN



Karri Ann Pederson

Sharri Marie Griffin

SIMPSON

Craig W. Simpson

Ursula B. Simpson

PAUL-WHITE

Esther Marie Paul

Michael Douglas Paul

Skylin Marie White

Jeremy Distin White

WILSON ARCH PROPERTIES, LLC

Phillip V. Glaze, Manager


Notaries Follow

~~STATE OF~~)
) SS **Consulate General of the**
) **United States of America**
) **at Hong Kong** } **SS:**
~~COUNTY OF~~)

On December 19, 2018, the foregoing Declaration was acknowledged before me by Esther Marie Paul and Michael Douglas Paul.

SEAL





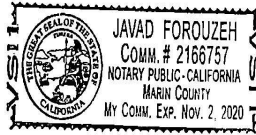
, ~~Notary Public~~

David Lawler
U.S. Vice Consul

STATE OF *California*)
) SS
COUNTY OF *Marin*)

On *Dec 22nd*, 2018, the foregoing Declaration was acknowledged before me
by Skylin Marie White and Jeremy Distin White.

SEAL

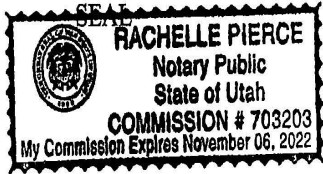


J Forouzeh

Notary Public

STATE OF UTAH)
) ss
COUNTY OF GRAND)

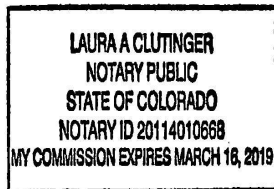
On July 10th, 2018, the foregoing Declaration was acknowledged before me by
Craig W. Simpson, and Ursula B. Simpson.



[Signature]
, Notary Public

STATE OF Colorado)
) ss
COUNTY OF Laplata)

On July 3rd, 2018, the foregoing Declaration was acknowledged before me
by Karri Ann Pederson.



[Signature]
, Notary Public

STATE OF)
) ss
COUNTY OF)

On _____, 2018, the foregoing Declaration was acknowledged before me
by Sharri Marie Griffin.

, Notary Public

This **DECLARATION** is approved and deemed effective June 1, 2018 by the undersigned Owners, who constitute the Owners of all of the Commercial Lots on the Effective Date hereof.

PEDERSON-GRIFFIN

Karri Ann Pederson


Sharri Marie Griffin

SIMPSON

Craig W. Simpson

Ursula B. Simpson

PAUL-WHITE

Esther Marie Paul

Michael Douglas Paul

Skylin Marie White

Jeremy Distin White

WILSON ARCH PROPERTIES, LLC

Phillip V. Glaze, Manager

Notaries Follow

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2018, the foregoing Declaration was acknowledged before me by
Craig W. Simpson, and Ursula B. Simpson.

SEAL

, Notary Public

STATE OF)
) ss
COUNTY OF)

On _____, 2018, the foregoing Declaration was acknowledged before me
by Karri Ann Pederson.

, Notary Public

STATE OF OREGON)
) ss
COUNTY OF JACKSON)

On JUNE 29th, 2018, the foregoing Declaration was acknowledged before me
by Sharri Marie Griffin.

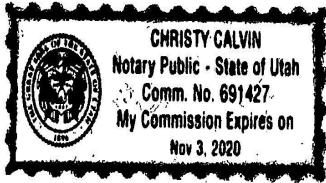


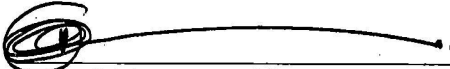
[Handwritten Signature]
, Notary Public

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On January 7, 2019, Phillip V. Glaze, Manager of Wilson Arch Properties, LLC, a Utah limited liability company (the "Company") appeared before me and acknowledged and swore to me that the foregoing Declaration was signed on behalf of the Company by authority of its Articles of Organization and Operating Agreement.

SEAL




Christy Calvin, Notary Public