

**Sienna Heights Subdivision
Summary of CC&Rs
April 2009**

The following is a summary of some key provisions of the CC&Rs, which is provided for easy reference. This summary does not reflect all provisions of the CC&Rs, only selected, key items. This summary does replace the actual recorded document, the language and interpretation of which shall prevail in all instances.

1. Community: Sienna Heights at Sienna Hills, Washington City, Utah. Sienna Heights is a sub community in the master community of Sienna Hills. This is a single family subdivision, having both public and private (Common Area).
2. Declarant/Developer for Sienna Heights: Sienna Heights, LLC, a Utah Limited Liability Company ("SHL"). (Note: The Declarant/Developer for Sienna Hills, Master Community: State of Utah Institutional and Trustlands Administration ("SITLA").
3. Declarant/Developer of Sienna Heights Subdivision has contracted with multiple builders for the purchase of lots on which said builders have or will build homes for third-party buyers. Ence Bros. Construction, Inc., a.k.a. Ence Homes, is one such builder.
4. As a representative of SHL, by means of its contracting for bulk purchase of lots within Sienna Heights, some of the provisions of the CC&Rs which may not apply to the Declarant, shall in turn not apply to Ence Homes.
5. HOA: Sienna Heights at Sienna Hills Homeowners Association, a Utah non-profit corporation.
6. Common Area: there are common areas throughout Sienna Heights, which common areas are to be held in fee title by the Association.
7. Limited Common Area: generally, inasmuch as homes are to be built on "lots," not a building pad, there may not be any limited common area in Sienna Heights.
8. By-laws exist and provide direction for the operation of the Association operations. Notwithstanding, the CC&Rs may provide additional and clarifying language pertaining to the implementation and execution of the By-laws. Reference to both documents is essential for Board administration of the Association.
9. Community Phases: Per the Washington City Preliminary Plat for Sienna Heights there is anticipated to be one phase; however, expansion provisions of the Declaration allows for more, if desired by the Declarant/Developer.
10. Lots: are intended for fee title ownership, upon which an owner's home may be built, subject to the provisions of the CC&Rs. Lots may not be combined for the building of a single residence without written approval of the Association and subject to all necessary approvals from Washington City. In the event the combining of two or more lots is approved by the Board, the entire cost associated with accommodating such a change shall be borne entirely by the individual seeking to buy and combine said lots, including, without limitation, engineering, public meetings, attorney fees, title fees, soils studies).

Article 1: Definitions

The Reader is referred to this section for specific definitions pertaining to the language of the CC&Rs.

Article 2: Property Rights

- 2.1 Owner's Acknowledgment: The owner of a lot is restricted to those uses set forth and governed by the CC&Rs. Owner acknowledges same.
- 2.2 Lots:
 - 2.2.1 Ownership: Each lot is owned in fee simple.
 - 2.2.2 Activities Within Dwelling Units: The Association may not govern by its rules the activities within a home, except where said activities impact by reason of nuisance or monetary cost upon the Association.
 - 2.2.3 Composition of Household: The HOA may not govern by its rule the composition of any given household, except that the HOA may establish by rule that all members within a household be of a single housekeeping units and, further, that the HOA may determine by rule the number of persons which may occupy a household based on size of the home.
- 2.3 Common Area: Refer for detail.

Article 3: Association Membership and Voting Rights

- 3.1 Every Owner is a member.
- 3.2 Voting Rights:
 - Class A -- Each lot owner is a member of the Association. Only one vote per lot is allowed, regardless how many individuals hold a portion of the fee title.
 - Class B – the Developer has such membership, having 5 votes for each lot owned. Class B membership may continue for 10 years from the recording of the CC&Rs or until Declarant surrenders said rights.
- 3.9 Management Agreement: The Board may engage a professional property management company to administer and enforce the intent of the CC&Rs and the management of the HOA.

Article 4: Finances and Assessments

- 4.1 Assessment Authority: The HOA is authorized to levy assessments against each owner of a lot.
- 4.3 Purpose: Monthly assessment may be established by a budget prepared for or by the Association to advance the purpose of the HOA, including maintenance of the common and limited common areas, and as otherwise determined by the Board.
- 4.4 Initial Annual Assessment: The Declarant shall establish the first annual assessment amount. Thereafter, said amount shall be governed by provisions of Section 4.5. The initial budget at the time of this summary is an annual assessment of \$300.00, or \$25.00 per month/ lot.
- 4.5 Annual Assessment: This amount, following the initial establishment of the Declarant, shall be established by written budget, which budget shall be voted upon by the membership.
 - Other assessment may apply at various times and under various circumstances, as approved by the Association.
 - The Developer or its assigns is under no obligation to pay monthly assessments, inasmuch as Developer has a responsibility to cover short fall between actual expenses

and fee revenue, for so long as that condition of short fall may continue.

- 4.16 Capitalization of Association: At the Close of Escrow, each purchaser/to-be-owner shall be obligated to pay an amount equal to 15% of the annual assessment at the time of the Close of Escrow, which amount shall be considered a contribution to the Working Capital Fund or Reserve Fund of the Association. This amount is in addition to regular monthly fees and is a one-time assessment.

Article 5: Insurance

Each owner is responsible for hazard and liability insurance pertaining to his/her own lot/home. The Association shall bear no such responsibility.

The Association shall maintain such liability insurance pertaining to the following, without limitation thereto, a) its common and limited common areas and b) its Board Members, as necessary and prudent.

Article 6: Architectural Control and Standards

Architectural Control is monitored, supervised, and governed by the Association. The AC Committee, which is assigned its membership by the Board, reviews and makes recommendations to the Board for its consideration. The Board has final say in matters pertaining to this Article. All modifications, changes, additions to the exterior of a home or to an owner's lot, including landscaping, must be submitted and obtain approval of the Association in order to be allowed. This Article sets forth the procedure for governing, reviewing and approving matters dealing with architectural matters.

6.8 Dwelling Units Restrictions:

6.8.1 Location of Structure: Setbacks shall be 20 feet back of curb; side sets shall be 5 feet each; rear setback shall be not less than 10 feet.

6.8.2 Building Type: Single family detached residential, plus one additional outbuilding may be constructed using materials similar to those used in the primary residence, as well as to color.

6.8.3 Minimum Square Footage: 1,275 square feet for a single level home; for a two level home, 1,500 minimum square feet on the main level and not less than 250 square feet on the second level.

6.8.5 Exterior Materials: Stucco with brick and/or stone accents.

6.8.6 Roof and Roofing Materials: Roofing tile shall be "S-type" tile.

6.8.8 Fences: All rear yards shall be fenced using concrete block; side walls are to come to the front setback of the home. The cost of walls between lots is to be split by the owners owning a lot to be divided by said fence.

6.8.12 Heating and Air Conditioning: No roof-mount HVAC systems shall be allowed.

6.8.15 Landscaping: Front landscaping must be complete at the time of Certificate of Occupancy ("CO"). Rear and side landscaping must be complete prior to occupancy of the home. Each home shall have not less than one 2" caliper tree in the front set back. Additionally, two trees shall be planted in the parking strips in front of each home.

Article 7: Maintenance

- 7.1 Association Responsibility: The HOA is responsible for maintenance of the common areas.
- 7.2 Owner's Responsibility: Each owner is responsible for the maintenance of the owner's home and lot consistent with standards embraced by the governing documents and Board rules, including the landscaping of the lot. However, by action of the Board, all or part of the owner's responsibility may be assumed by the HOA.

Article 8: Condemnation Partition

This Article deals with procedural matters dealing the condemnation under law of common areas.

Article 9: Use and Conduct Restrictions and Requirements

- 9.1 General Use Restrictions: All property subject to the CC&Rs is restricted to residential dwellings and buildings. All buildings shall be of new construction. No buildings may be moved from another location, including mobile homes and manufactured housing, to a lot.
- 9.2 No noxious or offending activities shall be permitted; nothing shall be undertaken in a home or on a lot which interferes with other owners' quiet enjoyment within the community.
- 9.3 Parking: No inoperable vehicles shall be allowed to be parked on a lot or street. A vehicle parked on a street for more than 72 hours shall be subject to removal by the HOA, at the owner's expense.
- 9.4 Timeshares Prohibited: No home, or portion thereof, shall be offered for "timeshare occupancy/use" or interval ownership.
- 9.5 Signs: The Board shall have the right to regulate the display, use, size, and location of signs.
- 9.7 Commercial Activity: No commercial activity of any kind whatever shall be conducted on any portion of a lot, including an in-home business as defined by Washington City ordinances.
- 9.8 Pets:
 - 9.8.1 Restrictions: The Board has the right to regulate the keeping of pets. The Board has the right to establish rules and procedures pertaining to same. Until such time as the Board issues rules and procedures, an owner may have not more than two pets. When out of the owner's home, these pets must be on leash. An owner is responsible for his pets' conduct and activity. If such is determined by the Board to be a nuisance, the owner shall be required to address the conduct; failure of the owner to overcome his pet's annoying or nuisance behavior may result in the pet being permanently removed from the Property.
 - 9.8.2 Owner Responsibility: Each owner of a pet is responsible to ensure that their pet(s) does not make excessive noise, cause offensive smell, or create any physical threat to individuals or other animals. An owner is responsible to immediately clean up the pets feces and dispose of same appropriately.
- 9.10 External Apparatus: No such items, including without limitation awnings,

- canopies, shall be allowed.
- 9.11 Exterior Television or Other Antennas: No TV, radio, or like antenna shall be allowed except for one satellite antenna less than 24" in diameter, affixed to the outside of home, in a location approved by the HOA.
 - 9.12 Garbage: Approved Washington City garbage receptacles shall be used; they shall be kept behind the fence which is part of the home, as to not have them visible from the street.
 - 9.16 Skateboarding and Rollerblading: These activities are allowed in the Community.
 - 9.17 Off-Road Vehicles: Those vehicles not specifically designed for licensed, public road access, shall not be driven on the streets of Sienna Heights.

Article 10: Easements

Certain easements are operative within the Subdivision. Generally these fall into two categories: public and easements of access to the Association. Public easements pertain to each to accommodate utilities and access for maintenance, repair and upgrade. Public easements also pertain to emergency service access and operation. Association easements allow for the reasonable access to the common and limited common areas which may affect a given lot.

- 10.1 Owner Easement of Enjoyment: see section in CC&Rs.

Article 11: Miscellaneous

Items dealing with *rule of law*; see for specific reference.

- 11.2 Declarant's Right to Amend: Until 12-31-2017 or until the Declarant has sold all lots to third-party buyers, whichever occurs first, the Declarant shall have a unilateral right to amend the plat and CC&Rs, independent of member votes.
- 11.4 Amendment: The Membership has the right to amend the plat and the CC&Rs, subject to provisions of the Declaration.

NOTE: AN OWNER MAY BE SUBJECT TO ADDITIONAL WASHINGTON COUNTY WATER CONSERVANCY DISTRICT ("WCWCD") FEES RELATING TO THE LAKE POWELL WATER PIPELINE PROJECT IF LANDSCAPE AREA IN/ON A GIVEN LOT EXCEEDS WCWCD'S STATED ALLOWANCES AND POLICIES.