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**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR CHATEAU MEADOWS**

A residential subdivision located in  
Washington City, Utah



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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CHATEAU MEADOWS**

A residential subdivision located in Washington City, Utah

RRW Properties LLC, a Utah limited liability company, hereinafter referred to as the "Developer," is the owner of the following described property, hereinafter referred to as the "Property," located in Washington County, State of Utah, to-wit:

Tax ID# W-5-2-35-144

Lots Six (6) and Seven (7), Block 4, of the RICHARD MORRIS ENTRY of Section 35, Township 42 South, Range 15 West, Salt Lake Base and Meridian,

Being proposed as CHATEAU MEADOWS SUBDIVISION, with the following boundary description:

BEGINNING AT A POINT S 0°27'21" W 690.90 FEET AND N 89°32'39" W 16.50 FEET FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF LOT 7, BLOCK 4, OF THE RICHARD MORRIS ENTRY OF SAID SECTION, AND RUNNING THENCE S 89°06'02" E ALONG THE NORTH LINE OF SAID LOT 642.97 FEET; THENCE S 0°29'14" W 310.20 FEET TO A POINT ON THE WEST BOUNDARY LINE OF WASHINGTON MEADOWS SUBDIVISION PHASE 1, DOCUMENT NO. 20070009976, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE S 0°29'14" W ALONG SAID WEST BOUNDARY 348.06 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF CARRIAGE LANE PHASE 1, DOCUMENT NO. 220060045159, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE N 89°03'28" W ALONG SAID NORTH BOUNDARY LINE 642.62 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4; THENCE N 0°27'21" E ALONG SAID WEST LINE 657.78 FEET TO THE POINT OF BEGINNING.

Developer hereby includes all of the Property in the Plat recorded herewith of Chateau Meadows Subdivision and divides the Property into Lots as shown on said Plat and dedicates the streets shown on said Plat to the public. The easements indicated on said Plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements. The Property is not a cooperative.

Developer further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer

and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the Property and be binding upon all parties having any right, title, or interest in any portion of the Property and any other real property annexed into or subjected to this Declaration and shall also be binding upon such parties' heirs, executors, administrators, successors or assigns.

**ARTICLE 1**  
**DEFINITIONS AND CONCEPTS**

The following definitions and concepts shall control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning. In the event the same term is defined in this Declaration the term shall have the meaning set forth in the declaration being referred to.

1.1 **"Additional Property"** means and refers to any real property which is adjacent or contiguous to, or otherwise within the vicinity of the Property, whether or not so described herein or on the Plat. When Additional Property is annexed to this Declaration, it shall become part of the Property.

1.2 **"Articles"** means and refers to the Articles of Incorporation of Chateau Meadows Owners Association. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

1.3 **"Architectural Review Committee"** or **"ARC"** means the architectural, design, and landscaping committee created pursuant to Article 4 herein.

1.4 **"Architectural Review Committee Rules"** means and refers to any rules, regulations, or procedures adopted by the ARC.

1.5 **"Association"** means Chateau Meadows Owners Association, a Utah non-profit corporation, its successors and assigns.

1.6 **"Bylaws"** means and refers to the Bylaws of the Association, a copy of which is attached as Exhibit A. The purpose of the Bylaws is to govern the Association's internal affairs, such as (for purposes of example but not limitation) voting, elections, and meetings.

1.7 **"Common Area"** means and refers to all real property, including the improvements thereto and facilities thereon, which the Association owns, leases, or otherwise holds possessory or use rights in, at any given time, for the common use and enjoyment of the Owners. Common Area may be designated on the Plat or otherwise established as provided for in this Declaration.

1.8 **"Common Expenses"** means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred by the Developer during the Developer Control Period or for initial development or other original construction costs unless a majority Members approve.

1.9 **"Community"** or **"Property"** means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration, and, where the context requires, includes any improvements thereon.

1.10 **"Community Association Act"** or **"Act"** means the Utah Community Association Act, Title 57, Chapter 8a of the Utah Code, and any applicable amendments thereto.

1.11 **"Developer"** means RRW Properties, LLC, a Utah limited liability company, and its successors and assigns. The term Developer as used in this Declaration and in the Governing Documents is synonymous with the term **"Declarant"** as used and defined in the Community Association Act.

1.12 **"Developer Control Period"** means the period of time during which the Developer has Class B membership status as provide for in Section 6, below. The Developer Control Period as used and defined herein is the **"Period of Administrative Control"** as defined in the Community Association Act.

1.13 **"Declaration"** means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.14 **"Directors"**, **"Board of Directors"**, or **"Board"** means the governing body of the Association.

1.15 **"Electronic Transmission"** or **"Electronically Transmitted"** means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise

1.16 **"Entire Membership"** means all Members. When a vote of the Entire Membership is referenced it means all potential votes for all Lots in the Property.

1.17 **"Governing Documents"** means, collectively, this Declaration, the Articles, the Bylaws, and any amendments or supplements thereto, and includes any rules, regulations, and resolutions established pursuant to the authority of the Declaration, Articles, or Bylaws.

1.18 **"Home"** means a single family dwelling, with or without walls or roofs in common with other single family dwellings, and an appurtenant garage. When the term **"Home"** is used it includes fee title to the real property lying directly beneath the single family dwelling, within Lot boundary lines, this, however, is not all the Lot in some instances as there may be Lot boundary outside the Lot walls. Ownership and Lot boundaries are depicted and described on the Plat. Where the context requires, such as provisions on lien rights and enforcement, the term Home shall include the Lot.

1.19 **"Lot"** means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes the Common Areas.

1.20 **"Member"** means and is synonymous with the terms **"Owner"** and is used herein and in the Bylaws and Articles as a means to identify the Owners as members of the Association.

1.21 **"Mortgage"** means a mortgage, a deed of trust, a deed to secure a debt, or any other form of security instrument affecting title to any home.

1.22 **"Mortgagee"** means and refers to a lender holding a first Mortgage or deed of trust.

1.23 **"Owner"** means the entity, person, or group of persons owning fee simple title to any Lot which is within the Property. Regardless of the number of parties participating in ownership of each Lot,

the group of those parties shall be treated as one "Owner." The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership.

1.24 "Plat" means the subdivision Plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any amendments or replacements thereof, or additions thereto.

1.25 "Property" or "Community" means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration, and, where the context requires, includes any improvements thereon.

## ARTICLE 2 SPECIAL DEVELOPMENT RIGHTS

2.1 Intent and Purpose of Special Development Rights. In addition to any other rights granted or reserved to the Developer in this Declaration and the other Governing Documents, and notwithstanding any covenants, conditions, restrictions, or other provisions of limitation within this Declaration, the Developer, as the developer of the Property, is granted special development rights. These combinations of rights maximize the flexibility of the Developer to adjust the size and mix of the Property to the demands of the marketplace before, during, and after development of the Property. This Declaration shall be liberally construed to advance Developer's rights and interest in developing the Property.

2.2 Withdrawal of Property. So long as it has the right to expand the Property, Developer shall have the right to remove any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. The procedure for such withdrawal shall follow the procedure for expansion as provided in this Article.

2.3 No Obligation to Expand or Develop. Developer has no obligation to annex any additional land to the Property or to develop or preserve any portion of additional land in any particular way or according to any particular time schedule.

2.4 Municipal Zoning and Subdivision Approvals. The Developer shall have the right to further subdivide the Property and to apply for any zoning or subdivision approvals or permits from the Washington City, or any other applicable governmental authority with respect to the Property or any adjacent property owned by Developer, whether or not such adjacent property is annexed into the Property. This right includes but is not limited to applying for and obtaining zoning permits, subdivision approvals, plat approvals, or approvals to amend the Plat or any plats. Further, except for any such approval that would (a) affect title to the Owner's Lot or (b) alter the boundaries of an Owner's Lot, each Owner hereby waives his or her right to object to any such approval sought by Developer, and, to the extent the approval and consent of any Owner is required under state or local law each Owner agrees to sign the application or other documents required for such action.

2.5 Dedication of Common Area. Notwithstanding anything to the contrary in this Declaration, during the Developer Control Period the Developer shall have the unilateral right to convey, transfer, sell, assign, or otherwise dedicate all or part of any Common Area to Washington City or such other governmental entity or any third party as it deems necessary and appropriate. In the event the



Common Area has already been conveyed to the Association, the Association shall approve and join in the dedication.

2.6 Developer Business, Marketing, and Sales. Notwithstanding any provisions to the contrary contained in this Declaration or any other Governing Documents, it shall be expressly permissible for Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction and sale of Homes during the Developer Control Period, and upon such portion of the Property including lots or Common Area, if any, as Developer deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model homes, and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Developer shall have the right of use of any Homes which have not been conveyed to purchasers or any Common Area thereon, including any Common Area, community buildings, without charge during the Developer Control Period to aid in its marketing activities.

2.7 Additional Development Rights. The Developer shall have the right to (a) dedicate any access roads and streets serving the Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; (b) convert any part or portion of the Property to a different regime of residential ownership; or (c) create or designate additional Common Areas within the Property.

2.8 Assignment of Developer's Rights. Any and all rights and powers of the Developer contained in this Declaration and other Governing Documents may be delegated, transferred or assigned by the Developer, in whole or in part. To be effective, any such delegation, transfer, or assignment must be in writing, signed by Developer, indicate the extent and nature of such assignment, and be recorded in the Office of the Washington County Recorder. The assignment may limit Developer's rights to particular matters and reserve rights to the assigning Developer, as set forth in the instrument of assignment.

2.9 Developer's Reasonable Rights to Develop. No rule or action by the Association shall unreasonably impede Developer's right to develop the Property.

### ARTICLE 3 EASEMENTS

These easements are in addition to those which may be set forth elsewhere in the Governing Documents, or in the Declaration.

3.1 Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Areas, if any, and the outside of any Lot to perform the duties of maintenance and repair.

3.2 Landscape Easement. There exists a landscape easement on Lots 1 and 8, which runs parallel to 300 East, as designated and described on the Plat. The purpose of the landscape easement is to provide an entry feature for the Property and to provide a buffer between Property and the public streets. The landscape easement will include landscaping, signage, and other related improvements. The Association is responsible for maintaining the landscape easement, which shall be considered "Common Area" for use and maintenance purposes. The Owners of Lots 1 and 8, which are burdened by the landscape easement, shall be responsible for maintaining adequate insurance on the portion of the

landscape easement which burdens their Lots, respectively. Nothing shall preclude the Association from obtaining its own insurance coverage on the landscape easement for activities it conducts.

3.3 Easement for Developer. The Developer shall have a transferable easement over and on the Common Areas and facilities and utilities for the purpose of making improvements on the Property or on any additional land under the Declaration, or any development, related or unrelated, on land described herein or adjacent to the Property and for the purpose of doing all things reasonably necessary and proper in connection with the same.

3.4 Reservation of Easements by Developer. The Developer hereby reserves to itself during the Developer Control Period the right to reserve easements over, beneath, and through the Property, including over the Common Areas and related facilities, for the purpose of making improvements to and developing the Property or on any additional land submitted under the Declaration, including but not limited to construction, marketing, installation and upkeep of landscaping features, entrance features, project signage, street lights, paths, trails or sidewalks or other facilities or things benefiting the Property. The Developer reserves to itself during the Developer Control Period the right to make any dedications and to reserve, grant, vacate, or terminate any easements, rights-of-ways and licenses as may be reasonably required by any governmental authority or to carry out the intent and design of the Developer's plan for development of the Property, without compensation therefor.

3.5 Easements of Record. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The easements provided for in this Article shall in no way affect any other recorded easement.

3.6 Limitations on Easements. In no event shall any easement granted or reserved herein be construed to or have the effect of permitting entry into the interior portion of any Home.

#### ARTICLE 4 USE RESTRICTIONS

4.1 Land Use and Building Type. All Lots shall be used only for detached single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an Owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

4.2 Lot Size. Lot sizes as described on the Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said Property.

4.3 Care and Maintenance of Lots. The Owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Owner shall be responsible for maintenance of that Owner's

Lot. In the event any Owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other lot, the Board shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the assessment to which such Lot is subject. Nothing shall be done to or kept on any Lot or Improvement thereon that might increase the rate of, or cause the cancellation of, insurance for the Property, or any portion of the Property. No Owner shall permit anything to be done or kept on his Lot that violates any of the restrictions contained in this Declaration or any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body, including, without limitation, local ordinances relating to zoning building codes.

4.4 Care and Maintenance of Common Area. The Association is responsible for care and maintenance of the Common Area and improvements thereon. Any damage caused to the Common Areas and/or improvements by any Lot Owner and/or their agents, guests or invitees must be repaired by the Lot Owner as soon as possible after such damage is discovered, and in the event of failure of the Owner to make such repairs, the Association may make such repairs and the expense of such repair shall be borne by the Lot Owner.

4.5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

4.6 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

4.7 Commercial Trucks. No truck over one ton, commercial van, or similar vehicle, equipment, or machine, may be parked within the Property at any time, provided, however, that the foregoing provisions shall not be deemed to include (i) parking for temporary deliveries, loading, repairs, landscaping maintenance, and similar purposes, or (ii) parking of vehicles in such a manner that the vehicle is adequately screened as determined by the prior written approval of the ARC.

4.8 Weed Control. Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, homes, Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health.

4.9 Pest Control. No Lot Owner shall permit anything or condition to exist upon the Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.

4.10 Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property. Without limiting the generality of the foregoing provision, no horns, whistles, bells, or other sound devices, except devices used exclusively for security purposes, or exterior speakers, shall be located, used or placed upon any Lot.

4.11 Clotheslines. No clothes drying or storage of any articles which are visible from any public street shall be permitted.

4.12 Safe Condition. Without limiting any other provision of these covenants, each Owner shall endeavor to maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other owners of their respective Lots.

4.13 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

4.14 Animals, Livestock, Poultry, and Agriculture. Commercial breeding of pets and animals is prohibited within the Property. No animals, birds, or fowl shall be maintained on any Lot or other area within the Property unless such animals are kept, bred or raised solely as domestic pets and not for commercial or agricultural production purposes. Notwithstanding the foregoing, horses, cows, livestock, and similar large animals are not permitted on the Property.

4.15 Garbage and Refuse Disposal. No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept in sanitary containers inside a structure except when placed for collection (not to exceed 12 hours before scheduled garbage pickup and 24 hours after pick up). No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

4.16 RVs, Boats, and Vehicles. No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot for more than 24 hours, unless such vehicle is within an enclosed garage, or on a pad behind a privacy gate, behind the required front Lot line set-back area. No such vehicles shall be parked overnight on any street located within the Property. Trailers, motor homes, and trucks over 9,000 pounds GVW are not allowed to be stored upon any vacant lot or street or road area adjacent to the Property.

Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding 30 days, the Developer or other Lot owners residing within the Property may remove the inoperable motor vehicle after a 10 day written notice. The cost of such removal shall attach to the vehicle

and the Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six weeks.

4.17 Rules and Regulations. The Board has the authority to promulgate rules and regulations for the governance of the Property and persons within the Property. These rules shall be compiled and copies shall be made available for inspection and copying at a reasonable cost. In addition, the Board shall establish a fine schedule for any violation of a rule or regulation that could result in a monetary fine.

4.18 Developer Business, Marketing, and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction of homes and sale of lots during the Development Phase, and upon such portion of the Property including lots or common area, if any, as Developer deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Developer shall have the right of use of any lots or any common area and facilities thereon, including any Common Area, community buildings, without charge during the sales and construction period to aid in its marketing activities.

## ARTICLE 5 ARCHITECTURAL CONTROL

The Architectural Review Committee will review all Home plans, including all elevations, to assure that each Home includes architectural details conducive with high quality custom homes.

5.1 Architectural Review Committee. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the Architectural Review Committee is required.

(a) Appointment and Membership. The Architectural Review Committee shall consist of three persons. So long as Developer owns a Lot within the Property, including ownership of any Lot in any phase(s) subsequent to the first phase, it shall be entitled to appoint all members of the Architectural Review Committee. Thereafter, the Architectural Review Committee shall consist of the Directors on the Board of the Association or of three persons appointed by the Board.

(b) Submission of Plans. Two complete sets of building plans and specifications shall be filed with the Architectural Review Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Review Committee may determine from time to time, and an application and such supporting material, such as samples of building materials, as the Architectural Review Committee deems necessary. No work shall commence unless and until the Architectural Review Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Review Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Review Committee.

(c) Rights of Approval. The Architectural Review Committee shall have the right to refuse or approve any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

(d) Time Frame for Action. In the event the Architectural Review Committee fails to approve or disapprove in writing any such plans within 60 days after the submission thereof to the Architectural Review Committee, then approval shall be deemed to have been given.

(e) Non-Liability. The Architectural Review Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Review Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

(f) Waiver. The approval of the Architectural Review Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Review Committee to disapprove any similar plans and specifications subsequently submitted.

(g) Rules and Regulations. The Architectural Review Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The Architectural Review Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to owners who have made application to the Architectural Review Committee for approval of plans.

(h) Compensation. Unless authorized by resolution of the Board, the members of the Architectural Review Committee shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Review Committee may be paid such compensation as the Architectural Review Committee determines.

(i) Developer Exemption. Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration. Developer shall have the right to extend this exemption to any entity affiliated with Developer which is conducting construction activities within the Property.

5.2 Governmental Permit Required. No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter

shall not bind or otherwise affect the power of the Architectural Review Committee to refuse to approve any such matter.

5.3 Design Restrictions. In order to promote a harmonious community development and protect the character of the Property, the following guidelines and architectural standards are applicable to the Property. In addition to these, the Architectural Review Committee may promulgate and maintain a list of additional standards for guidance in approving or disapproving plans and specifications pursuant to this Article.

(a) Purpose and Intent. The intent of these Architectural Guidelines is to encourage a blending of styles within the Property and a prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements. The Architectural Guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the Architectural Review Committee in the design review of individual, private and public developments within the Community. The Washington City Zoning Regulations will apply for any area of design not addressed in these guidelines.

(b) ARC Enforcement. The ARC may levy a fine or penalty of up to \$50 against any Owner who fails to refrain from violating these covenants. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in this Declaration or by applicable law. The ARC shall adopt and provide notice of a fine schedule.

(c) Permitted and Required Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a detached single family home placed within the building envelope for each Lot. All homes must have a minimum 10' plate on the main floor. All homes must have a minimum of a four car garage with a minimum of a three car garage attached to the structure. Garage door heights on the Home may not exceed 10' tall with the exception that there may be one door up to 14' tall to accommodate a motor home/coach. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Washington City, Utah, in effect from time to time.

(d) Minimum Area. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for Homes constructed on any Lot within the Property shall be a minimum of 4,000 square feet (Rambler style) or a minimum of 5,000 square feet in the case of a two story home, with no less than 2,800 square feet on the main floor.

(e) Setbacks. The minimum setback standards currently in effect in Washington City shall apply to each Lot. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

(f) Facades. Twenty-five percent of all facades shall be brick or stone, or such other material as approved by the Architectural Review Committee.

(g) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the Developer's intention that all homes and other buildings to be erected within the Property be new construction, of good quality, workmanship, and materials.

(h) Driveways and Parking. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot. Owners shall use the garage portion of their Home for the storage of automotive vehicles. No Owner shall use a garage for any purpose which prevents automotive storage unless doing so would not result in additional automobiles being stored outside of the garage.

(i) Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Review Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the Property.

(j) Fencing, Walls and Gates. Walls in the Property are to match in style and color to the wall installed by the Developer. Gates shall be in a wrought iron style and shall provide for full privacy. Owners are responsible to fully fence their backyard area within one year of issuance of a certificate of occupancy.

(k) External Television or Other Antennas. Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the home. A standard satellite dish does not constitute an "antenna" as defined in this section.

(l) External Apparatus. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Review Committee.

(m) Landscaping. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Review Committee prior to construction of the Home, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery. The front and side-yards of a Lot must be landscaped prior to the issuance of a certificate of occupancy. The rear yard of a Lot must be landscaped within two years of issuance of a certificate of occupancy.



(n) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.

(o) Lateral and Subjacent Support and Drainage. Owners are responsible for damages proximately caused by activities which affect the lateral or subjacent support, or both, of adjacent landowners. Owners are responsible for all damage proximately caused by drainage from their Lot to adjacent landowners. The area in which the Property is located is known as a high water table area with slow and poor draining soil. Owners should familiarize themselves with the soils report prepared by AGEC. This Property is designed as a reversed drain cul-de-sac with a drainage easement on the East side of Lot 3. This easement allows water to flow from the street and gutters to the neighborhood detention basin. No lot owner shall restrict, divert, or in any way interfere with that drainage easement. Lot 3 owners/occupants shall not restrict access on their Lot for the purpose of cleaning or preserving that drainage channel. Behind Lots 1-4 is the subdivision detention basin. The Association is responsible for the cleaning and maintenance of this basin.

(p) Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

5.4 Construction Provisions. In order to promote a harmonious community development and protect the character of the Property, the following guidelines which are applicable to the Property:

(a) Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within 12 months after such commencement.

(b) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as a storage area for building materials except during a construction phase. Once a Home is occupied or made available for sale all building materials shall be removed or stored inside such Home, out of public sight.

(c) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner or their agents of any particular Lot in the Property must be repaired within 30 days after such damage is discovered, and the expense of such repair shall be borne by the Owner causing the damage

(d) Maintenance of Lot During Construction. Contractors or subcontractors as Owner/builders must provide on-site dumpsters during construction and are required to clean up the site

daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within 96 hours by the contractor or subcontractor as Owner/builder. The Architectural Review Committee may levy a fine of up to a \$25 per day against a violator of this subsection (e) and the Owner of the Lot for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot of the Owner who is in violation.

**ARTICLE 6  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

6.1 Membership. Every Owner of a Lot is a Member of the Association. Membership in the Association automatically transfers upon transfer of title by the record Owner of the Lot to another person or entity.

6.2 Voting Rights. The Association has two classes of voting membership, Class A and Class B.

(a) Class A. Every Owner is a Class A Member with the exception of the Developer, until Developer's membership converts to Class A membership as provided for herein. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) Class B. The Class B member is the Developer. Developer's Class B membership status is not dependent or contingent upon Developer's ownership of any Lot within the Property. The Class B member is entitled to 3 votes per Lot owned by Developer. Class B membership will cease and be converted to Class A membership, and the Developer Control Period will end, on the happening of one of the following events, whichever occurs earlier: (i) the expiration of 20 years from the date of recording of this Declaration; or (ii) by Developer's express surrender of Class B membership status, which surrender must be in a written instrument signed by Developer and recorded in the office of the Washington County Recorder. Unless the instrument specifies a different date, the date of surrender of Class B membership shall be the date of recording of the instrument.

6.3 Change of Corporate Status. The Association has been set up and established as a non-profit corporation under Utah law. However, as provided in the Community Association Act, Utah Code § 57-8a-221, the continuing existence and viability of the Association is not vested in its corporate status. During any period in which the Association is not incorporated or otherwise has a change of corporate status (e.g., involuntary dissolution under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the Governing Documents shall nevertheless continue to be effective as the Governing Documents of the Association, and the Association, the Board, and all officers and committees operating under the authority of the Governing Documents shall have all rights, power, and authority granted therein, and no Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate of status. In the case of non-incorporation,

the Board is authorized, to the extent it deems necessary, and without approval of the Members, to reincorporate under a same or similar name and such corporation shall be deemed the successor to the Association. In the event the Board does not reincorporate, the Association shall continue to operate and function under the Governing Documents as an unincorporated association.

**ARTICLE 7  
FINANCES AND OPERATIONS**

7.1 Creation of Lien and Personal Obligation of Assessment. The Developer and each subsequent owner of any Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessments or charges and interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the owner of the Lot, at the time when the assessment fell due, and (b) successors-in-title who took title when assessments were delinquent.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used by the Association for the improvement, maintenance, repair and preservation of the Common Area on the Property. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common Area on the Property; the payment of administrative expenses of the Association; payment of insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the Common Area areas which must be replaced on a periodic basis; the payment of any professional services deemed necessary and desirable by the Board; and other amounts required that the Directors shall determine to be necessary to meet the primary purposes of the Association.

7.3 Maximum Annual Assessment. Until January 1 following recording of this Declaration, the maximum annual assessment is \$1,000 per Lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above the maximum annual assessment will increase each year by five percent above the maximum assessment for the previous year, without a vote of the members.

(b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of 67% of the votes of members, voting in person or by proxy, at a meeting duly called for this purpose.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area. Special assessments must have the assent of 67% of the votes of the members voting in person or by proxy, at a meeting duly called for this purpose.

7.5 Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to cover costs incurred in bringing any Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their

agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific assessment under this subsection.

7.6 Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board, without Member approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Association.

7.7 Uniform Rate of Assessment; Periodic Assessments. Assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments shall not accrue against the Developer or Lots owned by the Developer.

7.8 Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by any local public authority; (b) all Common Area; (c) all Lots or other real property owned by Developer; and (d) any other property declared exempt as set forth in this Declaration or within any Plat.

7.9 Date of Commencement of Annual Assessments; Due Dates.

(a) The assessment provided for herein shall commence to accrue on the first day of the month following conveyance to a purchaser. The first assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Directors as to the amount of said assessment, the assessment shall be an amount equal to 90% of the maximum assessment provided above.

(b) At least 30 days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

(c) The assessment due dates shall be established by the Directors.

(d) The Directors shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept

by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

(e) The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

7.10 Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within 30 days after the due date therefor is delinquent and shall bear interest from the due date at the rate of 12% per annum (or such lesser rate as the Directors shall set by resolution) until paid. In addition, a late fee of \$50 for each delinquent installment shall be imposed. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred in enforcing and collecting said delinquent assessment.

To enforce payment of the assessment, interest, and late fees, the Directors may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may elect to foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member. Any fee for termination or reinstating such services shall be the responsibility of the Lot Owner and shall be treated as an assessment and become a lien on the Owners Lot.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association shall designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure pursuant to Utah Code Annotated § 57-8a-302, with power of sale to foreclose the Lots and all improvements for the purpose of securing payments of assessments under the terms of this Declaration.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of the Lot.

7.11 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

7.12 Books, Records, and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

**ARTICLE 8  
ENFORCEMENT AND AMENDMENT**

8.1 Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, the Association, or a Lot Owner or owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

8.2 Enforcement. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, the Association and of the Lot Owner or owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, the Association, or a Lot Owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The Board may levy a fine or penalty not to exceed 50% of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any action to enforce the terms of this Declaration, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made.

8.3 Right to Enforce. The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by the Developer, the Association or a Lot Owner or owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Developer Exemption. Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

**ARTICLE 9  
AMENDMENT AND EXPANSION**

9.1 Amendment by Class A Members. After termination of the Developer Control Period, this Declaration may be amended, modified, extended, or revoked, in whole or in part, by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of at 67% of votes held by the Entire Membership. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

9.2 Amendment by Developer. Developer has the right to unilaterally amend, modify, extend, or revoke this Declaration for any purpose during the Developer Control Period. Thereafter, Developer

may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; or (d) to satisfy the requirements of any local, state, or federal governmental agency. Any such amendment occurring after the Developer Control Period, however, shall not adversely affect the title to any Lot unless the Owner thereof provides prior written consent. Developer's right to amend shall be construed liberally and shall include, without limitation, the right to amend or restate this Declaration in part or in its entirety. Validity of Amendments. No amendment made by the Class A Members during the Developer Control Period shall be effective unless the Developer provides its prior express written consent to such amendment, which consent is within Developer's sole and absolute discretion. Any procedural challenge to an amendment must be made within six months of the date the amendment is recorded or such amendment shall be presumed to have been validly adopted.

9.4 Effective Date of Amendments. Unless a later effective date is specified in the amendment, any amendment is immediately effective upon recording a copy of such amendment in the office of the Washington County Recorder accompanied by a verified certificate of the Secretary of the Association stating that the required number of votes or consents was obtained and that a record of such votes or originals of the consents will be placed on file with the Association. In the case of unilateral amendment by Developer as provided for herein, such amendment shall be immediately effective upon recording a copy of such amendment in the office of the Washington County Recorder signed and acknowledged by the Developer.

9.5 Additional Property. Additional Property may be subjected to Declaration by the Developer. The Developer shall indicate its intent to have such property bound by Declaration on the plat of such property, or by recording a declaration of annexation annexing and subjecting such Additional Property to this Declaration, and thereafter such Additional Property shall be considered as part of the Property in all respects, and Lots therein shall constitute Lots under this Declaration. This right of the Developer is assignable to one or more assignees.

## ARTICLE 10 GENERAL PROVISIONS

10.1 Duration of Covenants. The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of 50 years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Review Committee, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

10.2 Notices; Electronic Notice. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when delivered by Electronic Transmission, or when deposited in U.S. Mail, to the last known address of the person who is entitled to receive it. In addition to keeping the Board informed as to their current mailing address, Owners are required to maintain a current e-mail address with the Board for such purpose. In the absence of a specific instruction from the Member, the Member's email address currently on file with the Association will be used to

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provide notice to the Member. Notwithstanding these provisions, an Owner may, by written demand, require the Association to provide notice to the Owner by mail.

10.3 Construction and Severability. All of the covenants, conditions, and restrictions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

10.4 Assignment of Powers. Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.

10.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.6 Waivers. No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

10.7 Topical Headings. The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

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IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 14 day of July, 2016.

DEVELOPER:

RRW PROPERTIES LLC  
a Utah limited liability company

By: William Cox  
Manager



STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 14 day of JULY, 2016, before me personally appeared William Cox as, as an officer of RRW Properties LLC who acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Mailee R. Baker  
NOTARY PUBLIC



**EXHIBIT A**  
**Association Bylaws**