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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
EAST RIVERWALK, P.U.D.  
(INCLUDING BYLAWS)**

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**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST RIVERWALK, P.U.D.**, is made and executed this \_\_\_ day of \_\_\_\_\_, 2010, by East Riverwalk, LLC., a Utah limited liability company, with its principal place of business located in South Jordan, State of Utah ("Declarant").

## **RECITALS**

A. Declarant is the record owner of that certain tract of property more particularly described in **Exhibit "A"** of this Declaration.

B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Property described herein and the owners thereof, their successors and assigns.

C. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

D. It is intended and required that the Association shall be an incorporated homeowners association pursuant to Utah's Revised Nonprofit Corporations Act.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Declaration of Covenants, Conditions and Restrictions for East Riverwalk, P.U.D., for and on behalf of all of the Owners.

## **ARTICLE I. DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

### ***Section 1.01 Additional Property***

Additional Property means any property that may be annexed into the Project as provided in Article II below. Additional Property is described in **Exhibit "B."**

### ***Section 1.02 Articles of Incorporation or Articles***

Articles of Incorporation or Articles shall mean the Articles of Incorporation for East Riverwalk Homeowners' Association, Inc., on file with the Utah State Department of Commerce, as amended.

### ***Section 1.03 Assessment***

Assessment means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of this Declaration, the Bylaws or applicable law.

### ***Section 1.04 Association***

Association means East Riverwalk Homeowners Association. It is intended that the Association will be incorporated under the laws of the state of Utah. Said Association shall administer the

affairs of all Lots, within the Property. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the association or a waiver from renewing corporate status. Every Owner shall automatically be a member of the Association. Membership in the Association shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. The Board shall govern the property, business and affairs of the Association.

**Section 1.05 Board of Directors or Board**

Board of Directors means the Board of Directors of East Riverwalk Homeowners Association, Inc., as it exists at any given time.

**Section 1.06 Bylaws**

Bylaws mean the Bylaws of the Association and recorded simultaneously with this Declaration, as they may be amended from time to time.

**Section 1.07 Common Areas**

Common Areas shall mean the property (including improvements thereon) shown on the subdivision plat for the Project as Common Area, which property shall be owned by the Association for the common use and benefit of the Members, and all other property owned by the Association for the common use and benefit of the Members. Common Areas shall include without limitation, roadways, curb and gutter, open space

The Common Areas shall be conveyed by Declarant to the Association prior to or simultaneously with the conveyance of the first Lot. The Map contains a dedication of the Common Areas to the Association. The Map and this Declaration shall act as the conveying deed.

**Section 1.08 Common Expenses**

Common Expenses mean all sums which are expended on behalf of all the Owners and all sums which are required by the Board to perform or exercise its functions, duties, or rights under the this Declaration, the management agreement for operation of the Project, and such rules and regulations as the Board may from time to time make and adopt.

**Section 1.09 Declarant**

Declarant shall mean and refer to East Riverwalk, LLC, a Utah limited liability company, and/or any successors to said company which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public purchasing Lots for private use.

**Section 1.10 Declaration**

Declaration means this Declaration of Covenants, Conditions, and Restrictions for East Riverwalk, P.U.D., as amended from time to time.

**Section 1.11 Dwelling**

Dwelling means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

**Section 1.12 Family**

Family shall mean and refer to Family as defined by the local zoning ordinance.



**Section 1.13 Improvements**

Improvements means every structure or improvement of any kind, including but not limited to landscaping required under the Project Documents and any Dwelling, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

**Section 1.14 Limited Common Area**

Limited Common Area means the areas designated on the Map as Limited Common Areas and shall include, without limitation, the front and rear yard areas, driveways, walkways, entryways, porches, decks, and stoops. Limited Common Areas shall be designated for the exclusive use of the Lot to which it abuts.

**Section 1.15 Lot**

Lot means a subdivided parcel, lot or plot of ground (exclusive of the Common Area) as designated on the Plat.

Lot shall also include mechanical equipment, ducts, pipes, and appurtenances located outside the Lots boundaries but designated and designed to serve only the Lot, such as air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Lot. All pipes, wires, conduits, or other public utility lines or installations serving only the Lot shall be considered part of the Lot.

**Section 1.16 Member**

Member means an Owner.

**Section 1.17 Mortgage**

Mortgage means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

**Section 1.18 Mortgagee**

Mortgagee means a holder, insurer or guarantor of a first mortgage on a Dwelling or the beneficiary, insurer or guarantor of a first deed of trust on a Lot.

**Section 1.19 Owner**

Owner means the person or persons owning any Lot (including the holder of a buyer's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

**Section 1.20 Plat, Map or Maps**

Plat, Map, or Maps mean the Maps on file with the Salt Lake County Recorder for the Project.

**Section 1.21 Project or Property**

Project or Property means all of the land described in attached **Exhibit "A."**

**Section 1.22 Project Documents**

Project Documents means the Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation, the Plat, and Rules and Regulations.

***Section 1.23 Resident***

Resident means any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

***Section 1.24 Turnover Meeting***

Turnover Meeting means the meeting described in Article X, Section 10.01.

**ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION**

***Section 2.01 Property Subject***

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, Utah, and is described on **Exhibit "A."**

All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration, or any amendment or supplement hereto, is filed for record in the office of the County Recorder of Salt Lake County, Utah.

***Section 2.02 Additions to Property***

(a) Annexation of Additional Property. The Declarant, its successors and assigns, shall have the unilateral right for seven (7) years from the date of the recording of this Declaration, or any amendment or supplement hereto, without the necessity for consent from the members of the Association, to bring additional property within the scheme of this Declaration as provided in this Article.

(b) Method of Annexation. All or any portion of the Additional Property may be annexed into the Project by recording a supplemental Declaration and Plat Map for each phase in the Salt Lake County Recorder's Office, Utah. The supplemental declaration shall extend the scheme of the Declaration to the Additional Property and subject the Additional Property to the Declaration. The described property shall thereupon become part of the Property. Upon the recording of a supplemental declaration and plat for a subsequent phase, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to

the Owners of the Property.

(c) General Plan of Development. Any Additional Property annexed under this Article shall conform to the general plan of development as shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(d) Limitation on Number of Lots. There is no limitation on the number of Lots which Declarant may create or annex into the Property or the number of phases by which Additional Property is annexed into the Property, except as may be established by applicable ordinances or requirements of Midvale City. Similarly, there is no limitation on the right of Declarant to annex Common Area, except as may be established by Midvale City.

**Section 2.03 Withdrawal of Property**

Prior to the Turnover Meeting, the Declarant may withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording a Supplemental Declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

**ARTICLE III. PROPERTY RIGHTS IN LOTS**

**Section 3.01 Use and Occupancy**

Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Dwelling. Each Lot shall be bound by, and the Owner shall comply with the Project Documents for the mutual benefit of the Owners.

**Section 3.02 Easements Reserved**

In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with this Declaration and Bylaws. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by the subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Project Documents

(b) Utility Easements. The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be

maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Project Documents, except for those improvements for which a public authority or utility provider is responsible.

**Section 3.03 Easements Shown on the Plat**

Lots shall be subject to the easements shown on the Plat.

**ARTICLE IV. PROPERTY AND USE RIGHTS IN COMMON AREA**

**Section 4.01 Title to Common Area**

Title to the Common Area and Limited Common Area shall be held by the Association.

**Section 4.02 Member's Right of Enjoyment**

(a) The Project will have permanent open spaces and other common areas and facilities as designated in the Plat for the benefit of all owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

(b) Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in the state of improvement it is in as left by Declarant, and no other Structure or Improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons.

(c) No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

**Section 4.03 Nuisance**

No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Project.

**Section 4.04 Restrictions**

The right of each member of the Association to use the Common Area shall be subject to the following:

(a) Any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area;

(b) The right of the Association to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the Common Area;

(c) The right of the Association to take such steps as are reasonably necessary to

protect the property of the Association against mortgage default and foreclosure;

(d) The right of the Association to suspend the voting rights and the rights to use of the Common Area for any infraction of any of the Project Documents after notice and opportunity for hearing.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; and further subject to the written consent of the transferee or any relevant municipality; provided, however, that except no dedication, transfer, mortgage, or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the members of the Association consent to such dedication, transfer, purpose and conditions; and

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area.

(g) All of the foregoing rights specified in this Section shall inure to the benefit of, and be enforceable by, the Association, its respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association shall have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

**Section 4.05 Delegation of Right of Use**

Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

**Section 4.06 Compliance with Covenants and Restrictions and Rules and Regulations**

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

**ARTICLE V. ENCROACHMENTS**

**Section 5.01 Encroachments**

No Lot or Dwelling shall encroach upon an adjoining Lot, Dwelling or the Common Area without the express written consent of the Board. If, however, an encroachment occurs due to the settlement or shifting of a Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any

further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

***Section 5.02 Easements***

The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

***Section 5.03 Liability***

Nothing in this Section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat.

**ARTICLE VI. ARCHITECTURAL CONTROL**

***Section 6.01 Architectural Review Committee***

(a) Unless delegated to a separate body of Lot Owners, the Board of Directors shall serve as the Architectural Review Committee ("ARC").

(b) No Improvement shall be commenced, erected, placed or altered on any Lot until an application and construction plans and specifications, showing the nature, shapes, heights, materials, colors and proposed location of Improvements or changes have been submitted to and approved in writing by the ARC as provided in this article. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of exterior design with the existing improvements and landscaping and as to location with respect to topography and finished grade elevation.

(c) The initial Architectural Review Committee shall be comprised of the Declarant or any persons or entities appointed by the Declarant as it determines. After the Turnover Meeting, or at an earlier date if Declarant so elects, the Board of Directors shall function as the ARC and their terms as an ARC member shall be for as long as their Board of Director term. However, the Board of Directors may elect to delegate the ARC functions to a separate committee. In such an event, the committee shall consist of no fewer than three (3) members. The terms of office for each member of the ARC, appointed by the Board, shall be for one (1) year unless lengthened or shortened by the Board of Directors at the time of appointment. The Board may appoint any or all of its members for the ARC and there shall be no requirement for non-Board members to serve on the ARC.

***Section 6.02 Architectural Standards and Guidelines***

(a) The procedure and specific requirements for review and approval of an application shall be set forth in design guidelines and standards ("Architectural Standards and Guidelines") adopted from time to time by resolution of the Board of Directors at its sole discretion.

(b) The Architectural Standards and Guidelines shall interpret and implement the provisions of this Declaration and the Bylaws for architectural review and guidelines for architectural design of Dwelling and other Improvements, including, but not limited to, decks,

porches, awnings, carports, garages, and storage structures, color schemes, exterior finishes and materials and similar features which may be used on the Property and landscaping; however, Architectural Standards and Guidelines may not be in derogation of the minimum standards established by this Declaration, the Bylaws, and City approvals.

(c) Elevations: Dwellings within two lots of each other or directly across the street from one another shall have different elevations, different roof lines, be different model homes, and shall have different color schemes.

(d) Outdoor Lanterns: Owners shall be required to retain the original lanterns installed during initial construction of the project. If the original lanterns breaks, Owners will be required to replace it with an identical lantern. Owners will be responsible for the maintenance and upkeep of the lantern, including replacing light bulbs and paying for electrical service. The lights will automatically turn on at night, Owners shall not tamper with the automatic settings.

(e) Completion: Once work has commenced on an Improvement, work shall continuously progress to completion. Any breaks in work shall not exceed 14 days.

(f) Stucco: Stucco is allowed in limited amounts not to exceed 25% on any elevation facing a public street, or 50% on any elevation.

(g) Colors: Without limiting the use of color, exterior walls shall be subdued in color and not reflective. Intense colors should be used as accent only. The Declarant or Association may create an approved color palette in the Architectural Standards and Guidelines.

(h) Approved Home Plans: All Dwellings shall be constructed using one of the six home plans attached as **Exhibit "C."**

(i) Midvale Zoning: The Project is located in Midvale City's Bingham Junction Riverwalk Overlay Zone. All new construction, remodels, alterations, or modifications shall comply with the Bingham Junction Riverwalk Overlay Zone requirements and the Project Documents.

#### **Section 6.03 Action by Committee**

A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

#### **Section 6.04 Duties**

The ARC shall consider and act upon the proposals or plans submitted pursuant to this article.

#### **Section 6.05 ARC Decisions**

The ARC shall render its approval or denial decision with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be in writing. If the ARC fails to render its decision of approval or denial in writing within such thirty (30) business days of receiving all material required by it with respect to the proposal, the application shall be deemed approved.

**Section 6.06 ARC Discretion**

The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Architectural Standards and Guidelines. Considerations such as sitting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

**Section 6.07 Waiver, Precedent, Estoppel**

Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

**Section 6.08 Appeal**

Any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. If, however, the ARC's duties are being carried out by the Board of Directors, then no such right to appeal shall exist.

All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.

**Section 6.09 Effective Period of Consent**

The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

**Section 6.10 Determination and Notice of Noncompliance**

(a) Inspection. The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted.

(b) Notice of Noncompliance. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date.

**Section 6.11 Noncompliance**

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC or Board of Directors, or their designee, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. All costs incurred by the Association shall be an Individual Assessment against the Owner.



**Section 6.12 Liability**

Neither the Board of Directors, ARC nor any member thereof shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

**Section 6.13 Estoppel Certificate**

(a) Within fifteen (15) business days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the chairman, or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that as of the date thereof either:

(i) All improvements made or done upon or within such Lot by the Owner that are subject to the requirements of this article comply with the Declaration and the Bylaws; or

(ii) Such improvements do not comply, in which event; the certificate shall also identify the non-complying improvements and set forth with particularity the nature of such noncompliance.

(b) The Owner, Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between and among Declarant, the ARC, the Association and all Owners and such persons deriving any interest through any of them.

**Section 6.14 Fees**

Except for the Declarant, there shall be an application fee in an amount to be determined by the ARC for any new construction upon a Lot. There shall also be an application fee to be determined by the ARC for all other Improvements other than the construction of new Dwelling. In addition to any fees set forth herein, the ARC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee schedule shall be adopted by Board resolution and shall be collectible as assessments pursuant to this Declaration and the Bylaws.

**Section 6.15 Variance**

The ARC may grant variances to the Architectural Standards and Guidelines. Variances may only be granted if they are reasonably similar in design and appearance to the remainder of the Project. Procedures for variances will be established by Board resolution.

**ARTICLE VII. ASSESSMENTS**

**Section 7.01 Covenant for Assessment:**

(a) Each Owner, by acceptance of a deed hereafter conveying any such Lot to it,

whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- 1) Annual assessments (the "Annual Assessment") as provided in Section 7.02 below;
  - 2) Special assessments ("Special Assessments") as provided in Section 7.05 below;
  - 3) Emergency assessments ("Emergency Assessments") as provided in Section 7.06 below;
  - 4) Individual assessments ("Individual Assessments") as provided in Section 7.07 below;
- (b) Assessments shall be established and collected as provided in this article.
- (c) No Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such Owner.

**Section 7.02 Annual Budget and Assessment:**

(a) Annual Budget. The Board shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the landscaping and exteriors of Residences and for the administration, management and operation of the Association. If Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment:

1) The Board of the Association shall fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning any assessment period.

2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

**Section 7.03 Apportionment of Assessments**

Assessments shall be apportioned as follows:

(a) Annual, Special and Emergency Assessments. All Lots shall pay their pro rata share of the Annual Assessment, Special Assessments and Emergency Assessments commencing upon the date the Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of original Lots. If an Owner combines original Lots, they shall pay one assessment for each original lot.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively

against the Lots benefited or to which the expenses are attributable as provided in Section 7.07.

(c) Payment of Assessments. Upon resolution of the Board, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

**Section 7.04 Personal Obligation and Costs of Collection:**

(a) Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.

(b) The personal obligation for any delinquent Assessment, together with interest, costs and attorneys' fees shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors or if title is acquired by quit-claim deed.

**Section 7.05 Special Assessments**

In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the exterior of the Dwellings or Common Areas; provided that if such assessment shall exceed 100% of the annual budget, it shall first be approved by a majority of the votes of members of the Association, in accordance with the Bylaw procedures for member approval.

**Section 7.06 Emergency Assessment:**

(a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year would exceed an amount equal to 100% of the budgeted expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners in accordance with Bylaw procedures for member approval.

(c) Emergency Assessments shall be apportioned as provided in this Article.

**Section 7.07 Individual Assessments:**

(a) Any expenses benefiting or attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefited ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

- 1) Assessments levied against any Lot to reimburse the Association for costs

incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association.

2) Any reasonable services provided to an unimproved or vacant Lot by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and the Association in general.

3) Reinvestment or transfer fees.

***Section 7.08 Nonpayment of Assessments***

Any assessment or portion thereof not paid within 10 days after the due date (which shall be established by resolution of the Board):

(a) Shall be delinquent and shall bear interest from the date of delinquency at the rate, established by resolution of the Board, not to exceed the maximum rate permitted by law; and/or

(b) Shall be subject to a late charge in an amount to be determined by the Board by resolution; and

(c) If paid by installments, the Board may accelerate (including interest as provided for above) the remaining balance for the fiscal year and declare the remaining payments for the fiscal year due and payable.

***Section 7.09 Lien for Assessments***

All Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land.

***Section 7.10 Subordination of Lien to Mortgages:***

(a) The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as provided in subsection (b) of this Section.

(b) The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

***Section 7.11 Enforcement of Lien***

The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any

provisions of the Project Documents. The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies stated herein are cumulative and the use of one does not preclude the use of other remedies.

**Section 7.12 Suspension of Voting Rights**

The Board shall have the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due assessment balance.

**ARTICLE VIII. RESTRICTIONS ON USE**

**Section 8.01 Use of Lots - Residential Use**

Each of the Lots in the Project is limited to residential use only. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

**Section 8.02 No Obstruction of Common Areas**

There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

**Section 8.03 Cancellation of Insurance, Illegal Activity, Nuisance**

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

No noxious, destructive or offensive activity shall be carried on in any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

**Section 8.04 Rules and Regulations**

No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and shall be responsible for their guests and invitees compliance with the rules and regulations.

***Section 8.05 Structural Alterations***

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board of Directors. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board of Directors.

***Section 8.06 Window Coverings***

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

***Section 8.07 Signs***

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

***Section 8.08 Pets***

Pets shall be regulated by rules and regulations promulgated by the Board of Directors.

If a pet owner violates any of pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises.

***Section 8.09 Storage and Parking of Vehicles***

No truck larger than 1-ton, trailer, or recreational vehicle, including but not limited to campers, boats, motor homes, off-road vehicles, motorcycles and similar equipment not used on a regular basis (hereinafter collectively referred to as the "Recreational Vehicles") shall be permitted to be parked overnight or for any period of time longer than twenty-four (24) hours, upon any portion of the Common Area.

Visitors may only park their motor vehicles temporarily in accordance with the Rules and Regulations promulgated by the Board.

No Owners or occupants shall repair or restore any motor vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Motor Vehicles parked in unauthorized areas, or in violation of the parking rules and regulations established by the Board, may, at owner's expense, be towed away. The Board shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.

All parking spaces shall be used for the purpose of parking operable and licensed motor vehicles and shall not be used as storage facilities.

***Section 8.10 Aerials, Antennas and Satellite Dishes***

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable

local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "Permitted Devices") shall be subject to the following:

(a) located in the attic, garage, or other interior spaces of the Dwelling, so as not to be visible from outside the Dwelling;

(b) attached to or mounted behind the area appurtenant to the Dwelling on the rear wall of the Dwelling so as to extend no higher than the plane commencing the next story of the building or the eaves of the building at a point directly above the position where attached or mounted to the wall.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained.

The Board may adopt rules establishing a preferred hierarchy of alternative locations and require screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device. Anything to the contrary notwithstanding, no Permitted Device may be located in the common area without the express prior written consent of the Board. Permitted Devices may only be installed in, on or within property which a party owns or is subject to his exclusive use.

**Section 8.11 Timeshares**

Timeshares and time-sharing of Dwellings within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

**Section 8.12 Utility Service**

All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

**Section 8.13 Temporary Structures, etc**

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first expressly approved in writing by the Board.

**Section 8.14 Repair of Buildings**

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

**Section 8.15 Subdivision of Lots**

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and

no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

**Section 8.16 Drilling Operations**

No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling for oil or natural gas or water shall be erected, maintained or permitted upon any Lot.

**Section 8.17 Rubbish and Unsightly Debris, Garbage, etc**

Notwithstanding any other provision in this Declaration, no Owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association.

**Section 8.18 Clothes Drying Facilities**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

**Section 8.19 Front Porches**

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch, unless prohibited by rule. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

**ARTICLE IX. ASSOCIATION**

**Section 9.01 Organization**

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Annotated Title 16-6a, as amended from time to time).

(b) The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor



unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

(c) The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

**Section 9.02 Membership**

Each Owner during the entire period of Owner's ownership of one or more Lots within the Project shall be a member of the Association. The membership shall commence, exist and continue by simply virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

**Section 9.03 Voting Rights**

Voting rights within the Association shall be allocated as follows:

(a) **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to 127 votes. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

(c) **Method of Voting.** The method of voting shall be as provided in the Bylaws.

**Section 9.04 Powers, Duties and Obligations**

The Association shall have such powers and duties as may be granted to it or imposed by the Project Documents and any applicable statute, as such statute may be amended to expand the scope of association powers.

**Section 9.05 Adoption of Bylaws**

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

**ARTICLE X. DECLARANT RIGHTS**

**Section 10.01 Administrative Control of Association**

Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date the last Lot to be developed upon the Property is sold.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

***Section 10.02 Other Rights***

In addition to any other rights under the Project Documents, as long as Declarant owns at least one (1) Lot within the Property Declarant:

(a) Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property.

(c) Approval of Amendments. For so long as the Declarant owns at least one Lot within the Property, Declarant shall have the right to approve all amendments to the Project Documents proposed by the members.

(d) Assessment Exemption. Notwithstanding anything herein, Declarant shall be exempt from paying assessments.

(e) Declarant Exemption. Unless specifically and expressly bound by a provision of the Project Documents, Declarant shall be exempt from the provisions of the Project Documents.

***Section 10.03 Easements Reserved to Declarant***

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services,

and related services and facilities.

(e) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(f) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.

(g) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

## **ARTICLE XI. ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS**

### ***Section 11.01 Common Area***

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area.

### ***Section 11.02 Lots and Limited Common Area***

(a) Owner's Responsibility. All maintenance of the Lots, Dwellings, Limited Common Area, and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in accordance with the Project Documents of the Association.

(b) Maintenance by Association. The Board of Directors, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot, Dwelling, or Limited Common Area if, in the opinion of the Board of Directors, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance

and shall have the right to levy an Individual Assessment to recover its maintenance costs.

***Section 11.03 Snow Removal***

Snow removal shall be performed in accordance with the plan set forth in **Exhibit "D."**

***Section 11.04 Fences.***

Declarant shall install the fencing shown on **Exhibit "E."** The Association shall maintain, repair, and replace the fences installed by Declarant. Owners shall maintain, repair, and replace all other fencing, if any, located on their Lots.

**ARTICLE XII. COMPLIANCE AND ENFORCEMENT**

***Section 12.01 Compliance***

Each Owner or Resident of a Lot shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

***Section 12.02 Remedies***

Violation of any provisions of the Project Documents, or of any decision of the Association made pursuant to such documents, shall give the Board of Directors acting on behalf of the Association, the right, in addition to any other rights set forth in the Project Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

(a) To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Directors;

(d) To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

(e) The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Project Documents; or

(f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

**Section 12.03 Action by Owners**

Subject to any limitation imposed under the Project Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

**Section 12.04 Injunctive Relief**

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

**Section 12.05 Hearing**

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

**ARTICLE XIII. INSURANCE**

**Section 13.01 Types of Insurance Maintained by the Association**

Commencing not later than the date a Lot is conveyed to a Person other than Declarant, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified below:

(a) The Board of Directors may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain the following insurance coverages ("The Association Master Policy"):

- (i) Public Liability. Public liability for the Common Areas and Facilities;
- (ii) Common Area. Property, fire and extended hazard for all Common Areas;
- (iii) D&O. Directors and officers in not less than \$1,000,000; and

(iv) Fidelity Bond. Fidelity bond, in an amount not less than the reserves and operating capital of the association.

**Section 13.02 Insurance Company.**

The Association shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

**Section 13.03 Minimum Amount of Insurance Coverage.**

The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Board of Directors.

**Section 13.04 Premium as a Common Expense.**

The premium for the Association's insurance; including but not limited to: general liability, property coverage, directors and officers, and fidelity bond coverage is to be a Common Expense.

***Section 13.05 Insurance by Owner.***

Each Owner shall obtain and maintain the following types of insurance coverages:

(a) Public Liability Insurance. Each Owner will obtain public liability insurance for his Lot and shall provide the Association with a Certificate of Insurance upon request;

(b) Casualty and Fire Insurance. Each Owner will obtain a casualty and fire insurance policy for his Dwelling, for the full replacement value of the Dwelling, and shall provide the Association with a Certificate of Insurance upon request.

(c) Premium. The insurance premium on the Owner's policies shall be paid by the Owner.

(d) Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(e) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(f) Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

(g) Contents. The Association Master Policy DOES NOT cover the Dwelling or the personal property of the Owner or Resident such as automobiles, furniture, furnishings, appliances, paintings, pictures, wall hangings, clothing, personal belongings and effects, and other contents, or personal liability.

***Section 13.06 Payment of Deductible.***

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (ii) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party(s) responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be \$10,000 or less. 60 days written notice will be given to Owners in the event the board of Directors elects to increase the deductible in an amount greater than \$10,000. Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

***Section 13.07 Damages.***

Each Owner is responsible for the maintenance of his Lot and Dwelling and for the repair of any damage he causes to another Lot, Dwelling, or the Common Area and Facilities.

**Section 13.08 Right to Adjust Claims.**

The Association has the right, power and authority to adjust claims.

**Section 13.09 Use of Insurance Proceeds and Repairs.**

Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

**Section 13.10 Damage and Destruction of Common Area**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b) of this section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

**Section 13.11 Repair and Reconstruction of Common Area**

If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Owners in order to cover the deficiency. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

**Section 13.12 Obligation of Lot Owner to Repair and Restore**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the ARC; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the

ARC and obtain its approval prior to commencing the repair, restoration or replacement.

(b) If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

#### **ARTICLE XIV. AMENDMENT AND DURATION**

##### **Section 14.01 Amendments**

(a) Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

(b) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Recorder's Office of Salt Lake County, Utah.

(c) Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map. Until all Lots are sold, the Declarant shall have the unilateral right to amend the Declaration.

#### **ARTICLE XV. MISCELLANEOUS PROVISIONS**

##### **Invalidity; Number; Captions**

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

##### **Section 15.01 Joint Owners**

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.



**Section 15.02 Lessees and Other Invitees**

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

**Section 15.03 Nonwaiver**

Failure by the Association or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Section 15.04 Waiver, Precedent and Estoppel**

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

**Section 15.05 Notice of Sale, Mortgage, Rental, or Lease**

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

**IN WITNESS WHEREOF**, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 15 day of MAY, 2010.

SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW

**DECLARANT:  
East Riverwalk, LLC**

By: Nathan Sharp  
Its: Manager  
Page 32 of 50

STATE OF UTAH )

County of Salt Lake :ss.

On this 25 day of MAY, 2010, personally appeared before me Nathan D. Guip, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.



Kristen Zandi  
NOTARY PUBLIC

## **EXHIBIT A**

### **Legal Description**

#### **Boundary Description**

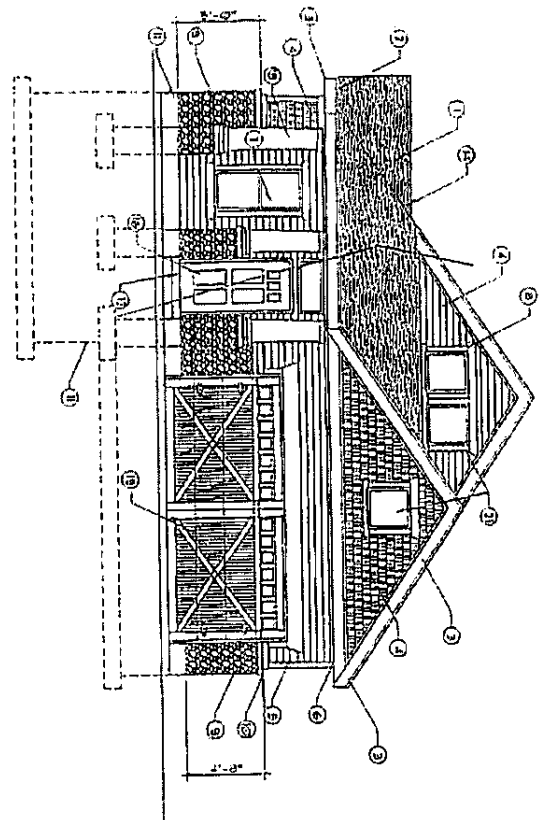
All of Lot 3B, River Walk at Bingham Junction Lot 3 & Open Space Amended Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2007 at Page 169, Recorded #10065358.

Contains 778,503 sq. ft. or 17.87 acres.

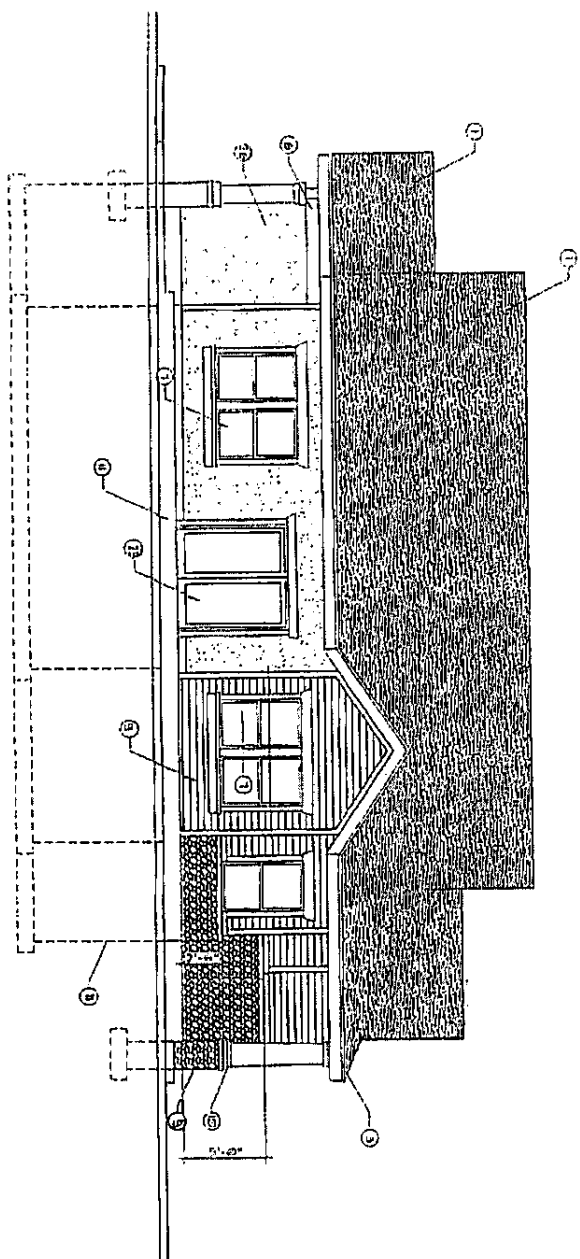
**EXHIBIT B**  
**ADDITIONAL LAND**

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**EXHIBIT C**  
**APPROVED HOME PLANS**

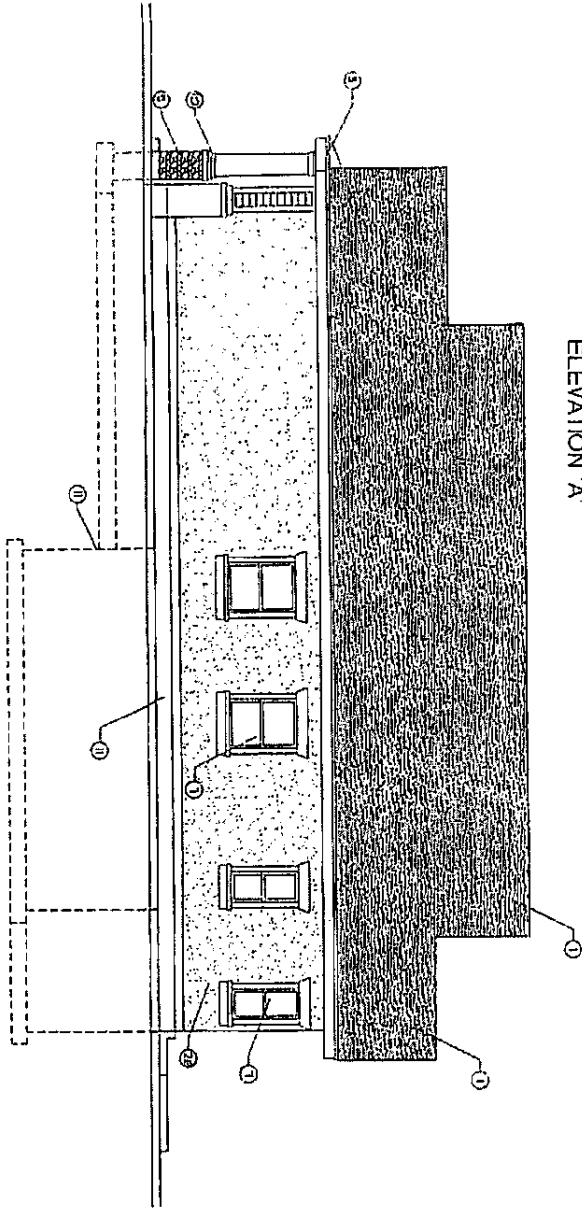


FRONT ELEVATION - RAMBLER #1  
ELEVATION 'A'

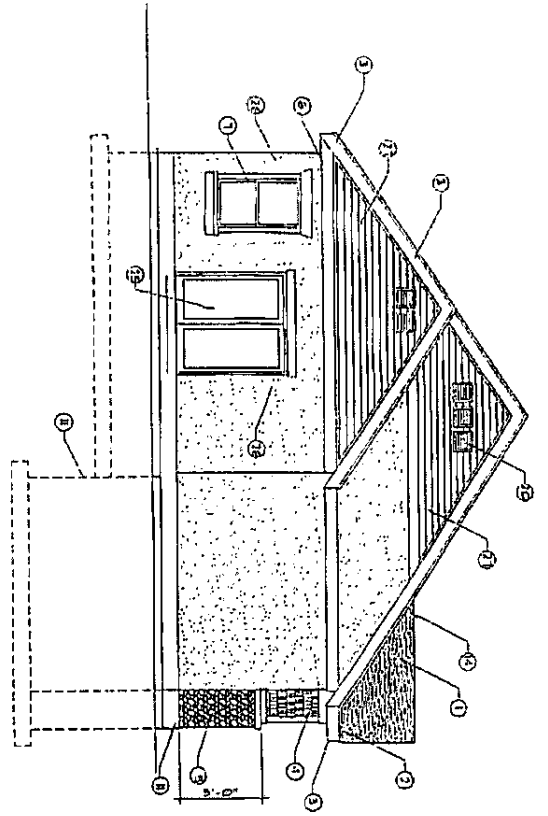


SIDE ELEVATION - RAMBLER #1  
ELEVATION 'A'

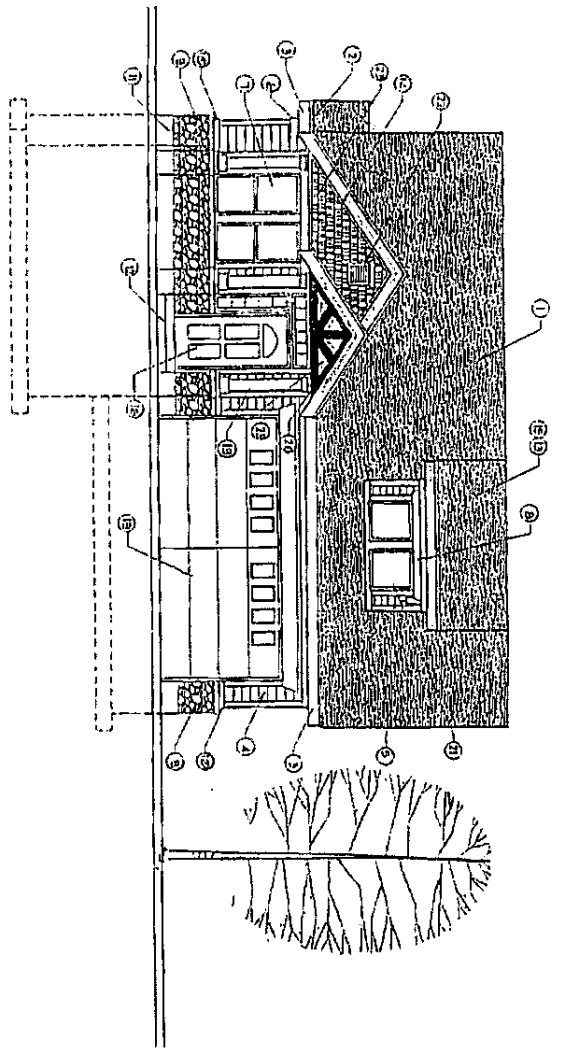
SIDE ELEVATION - RAMBLER #1  
ELEVATION 'A'



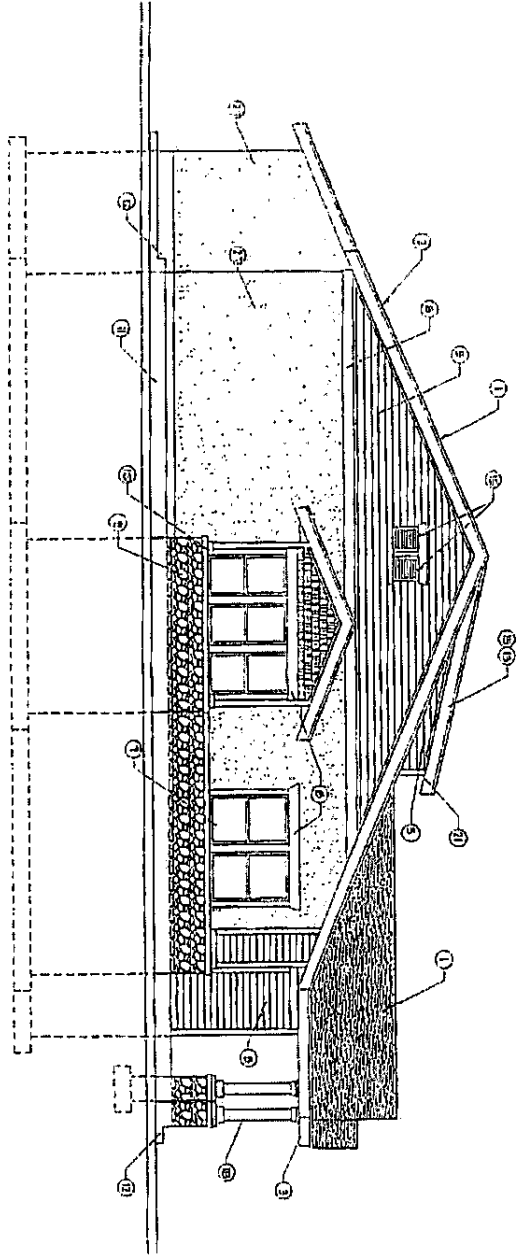
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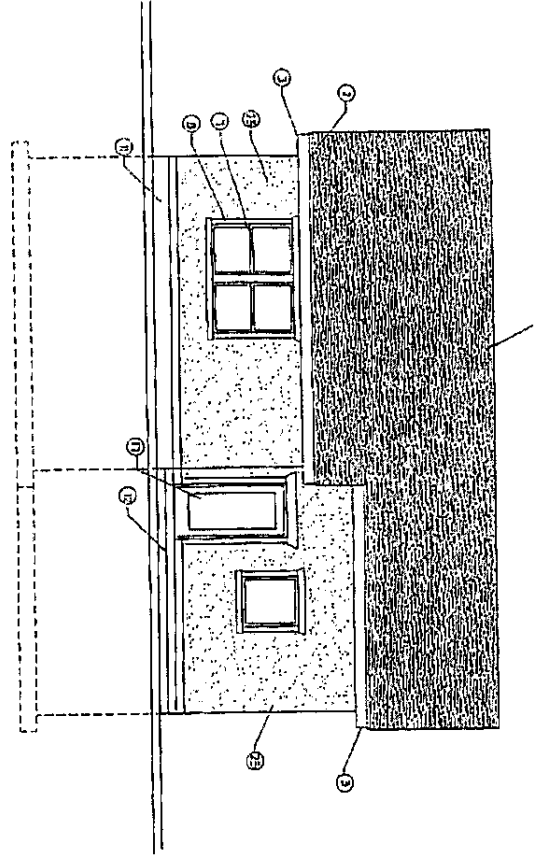
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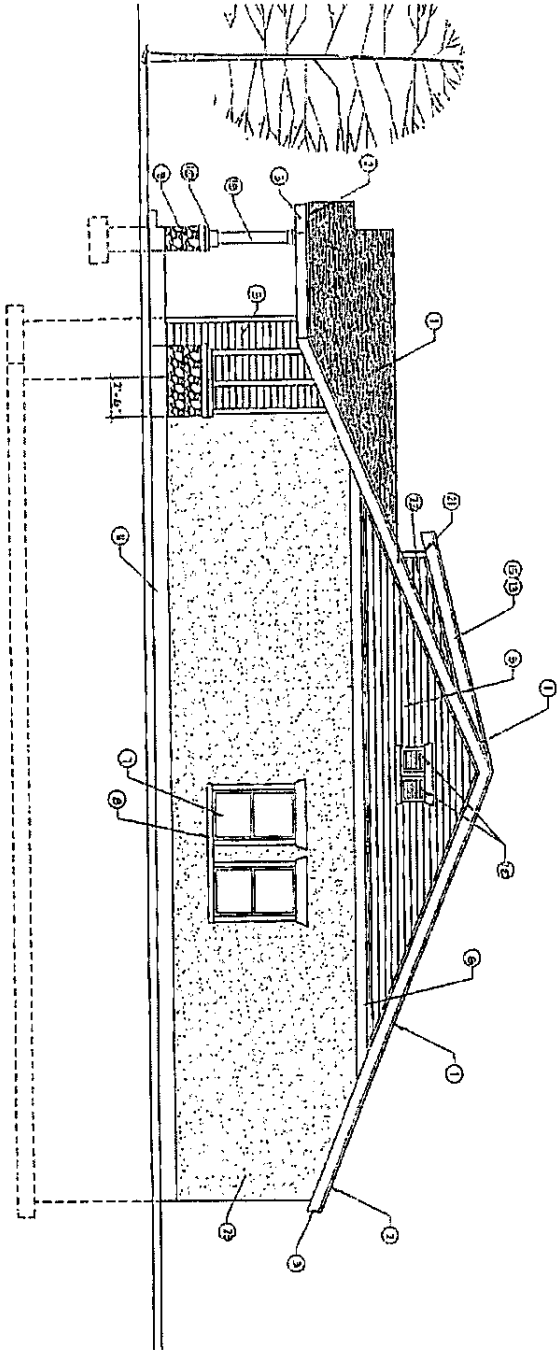
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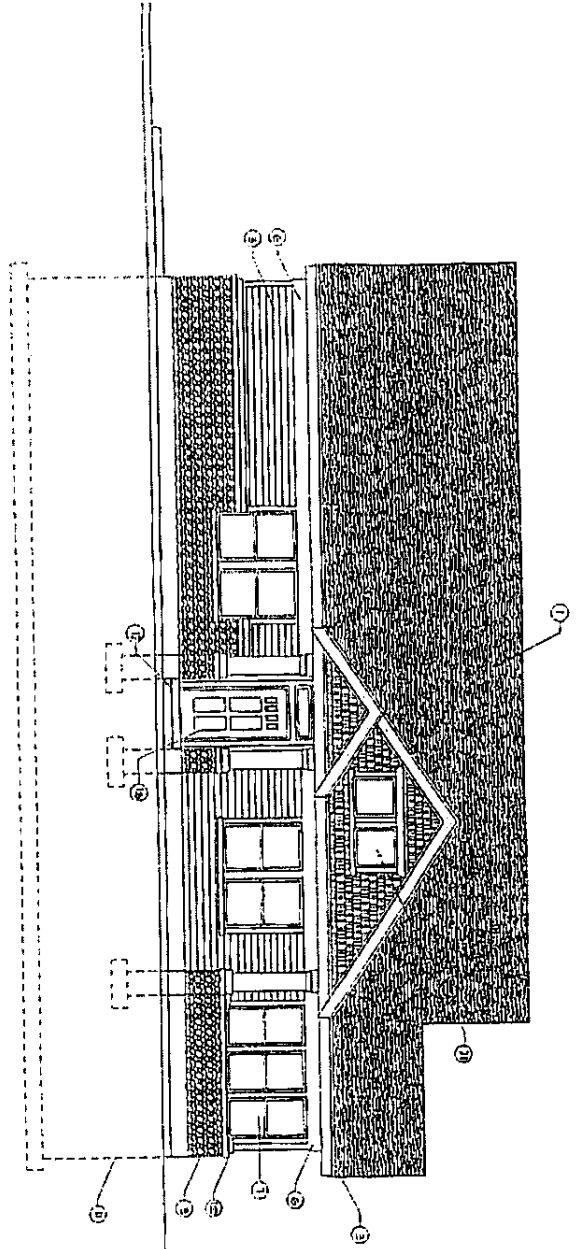




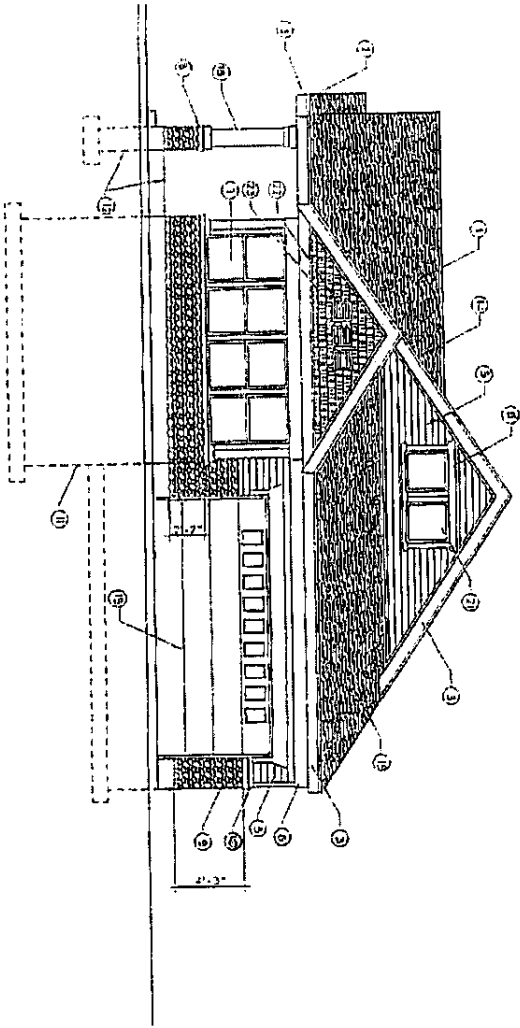
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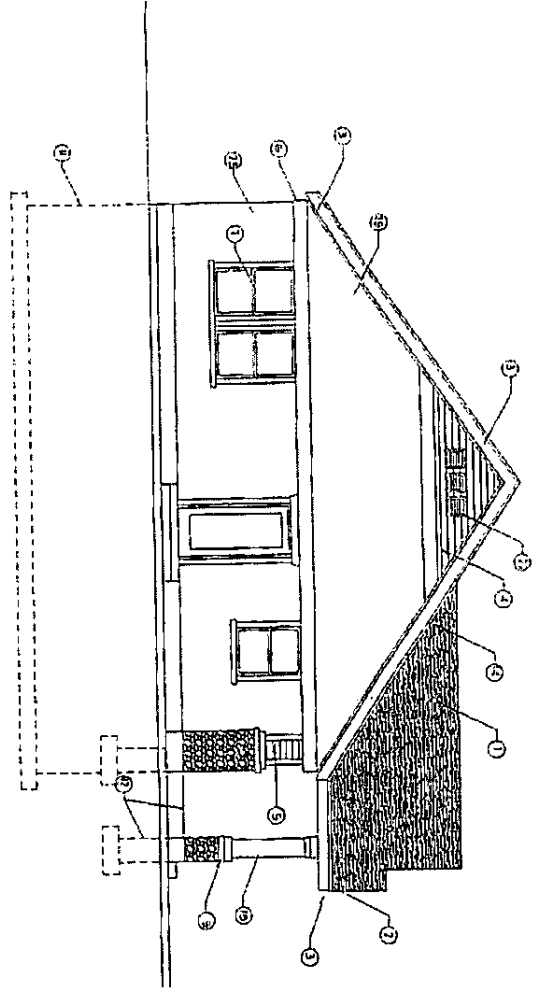
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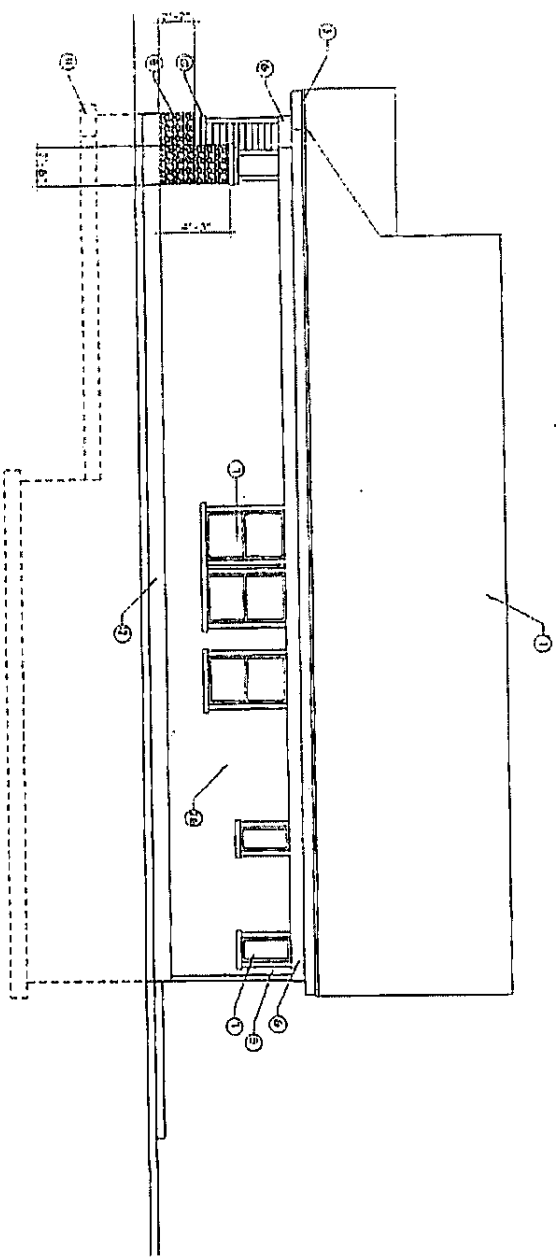
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STREET-SIDE ELEVATION - RAMBLER #3

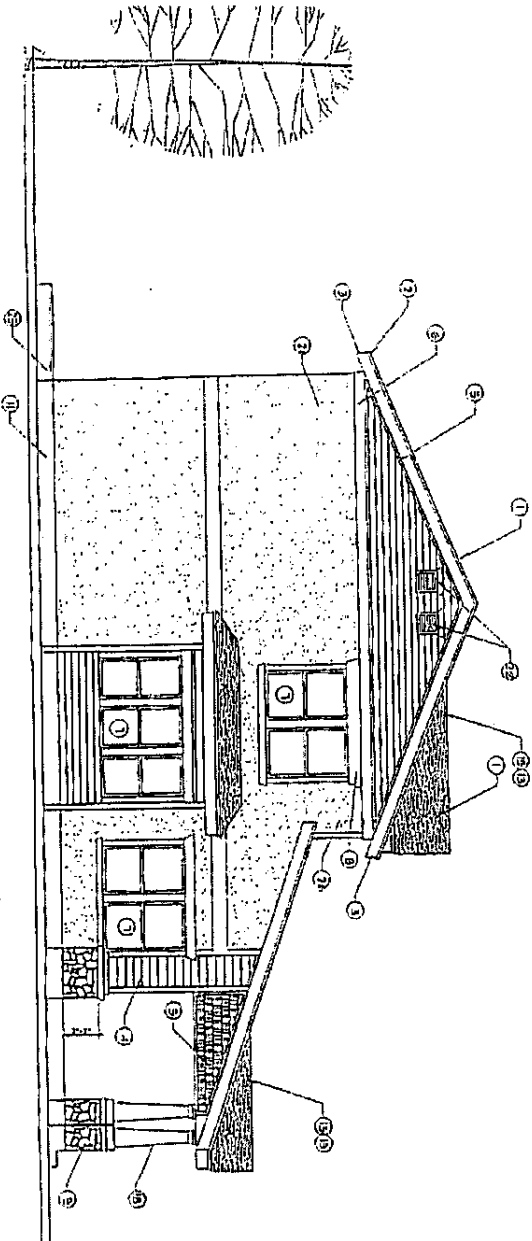


SIDE ELEVATION - RAMBLER #3

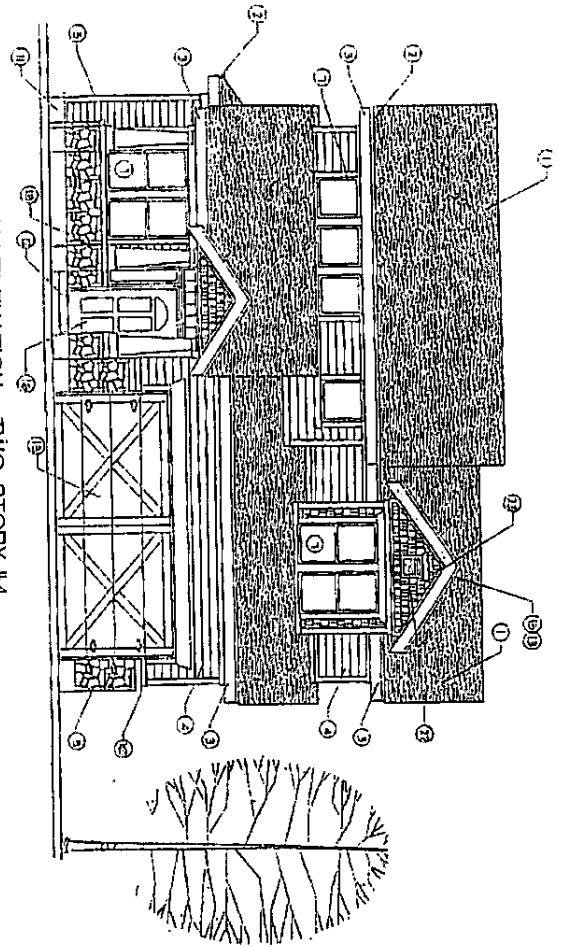


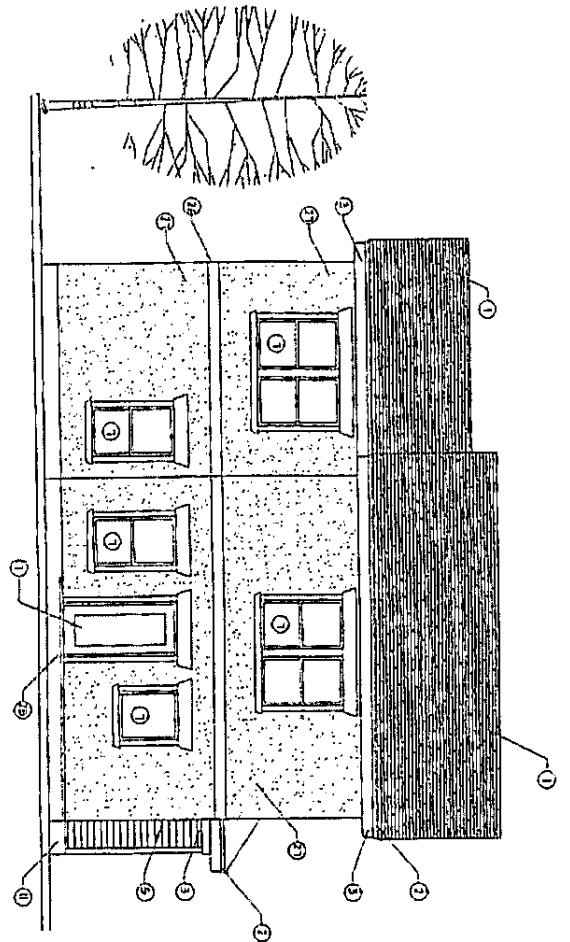
REAR ELEVATION - RAMBLER #3

SIDE ELEVATION - TWO-STORY #4  
OPTION 'A'

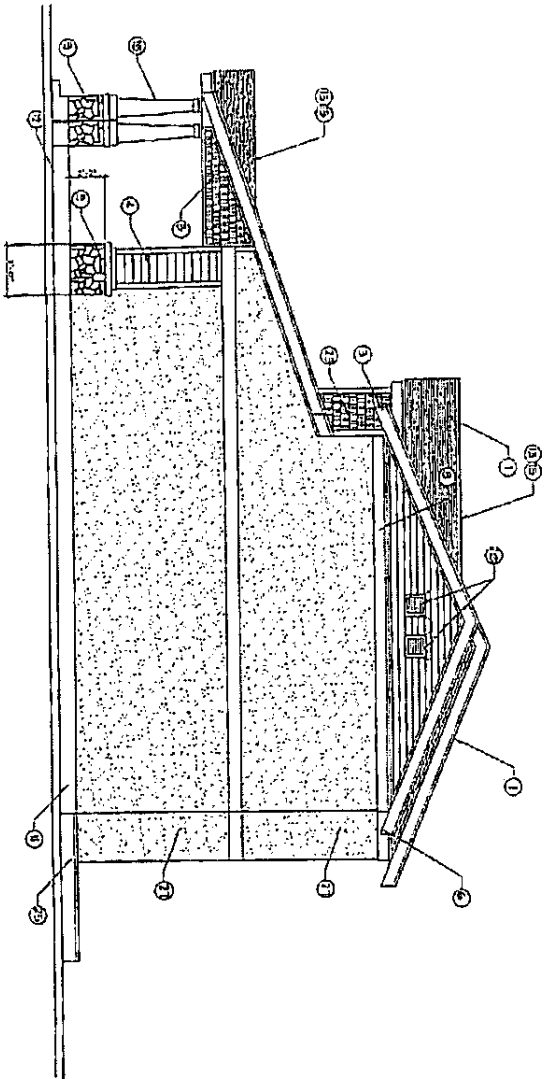


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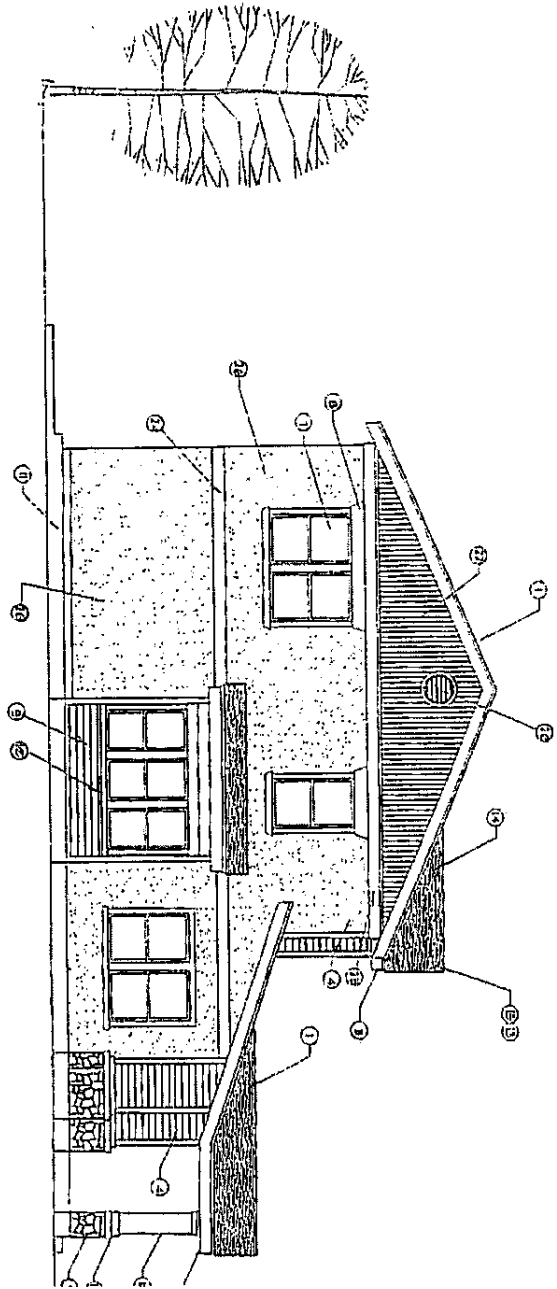




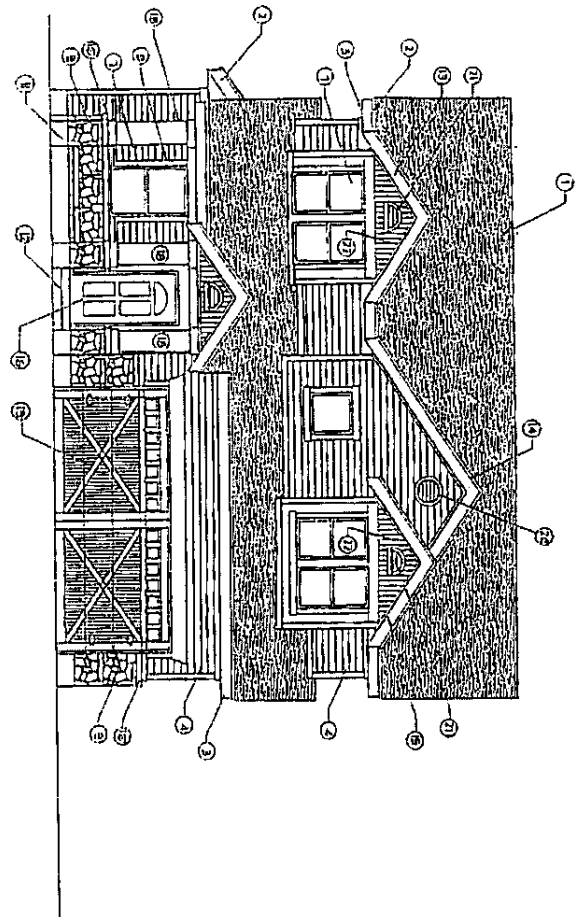
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OPTION 'A'



SIDE ELEVATION - TWO-STORY #4  
OPTION 'A'

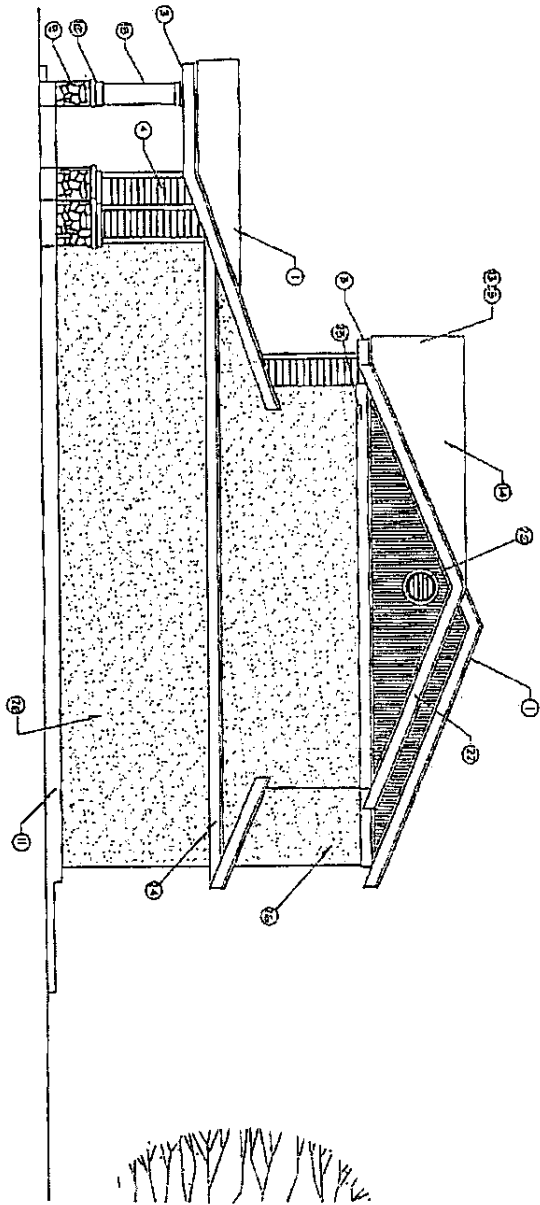


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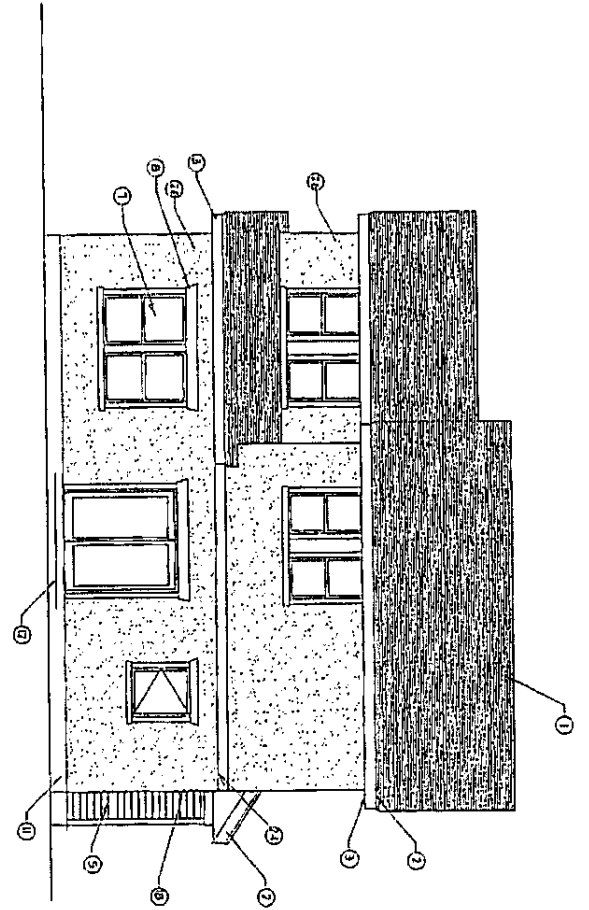


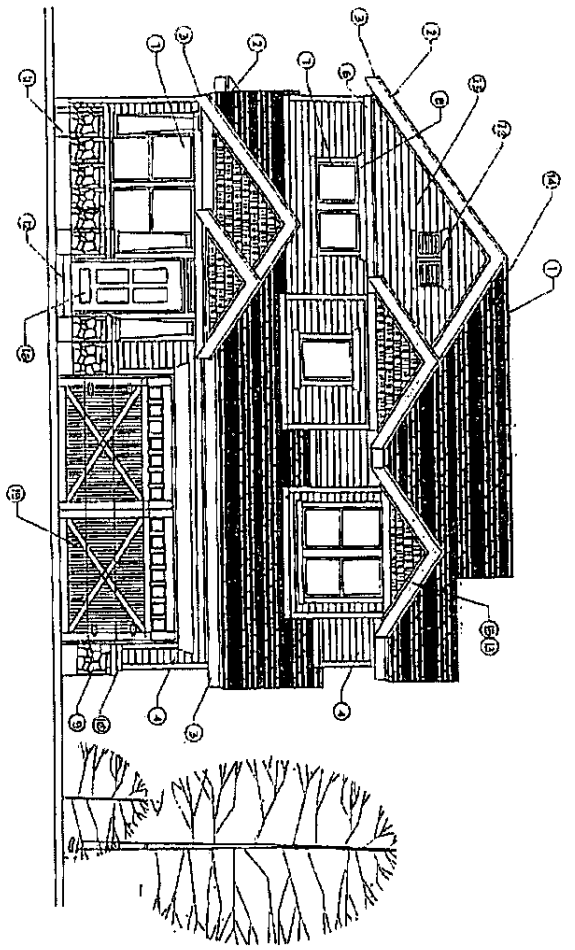
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SIDE ELEVATION - TWO-STORY #5

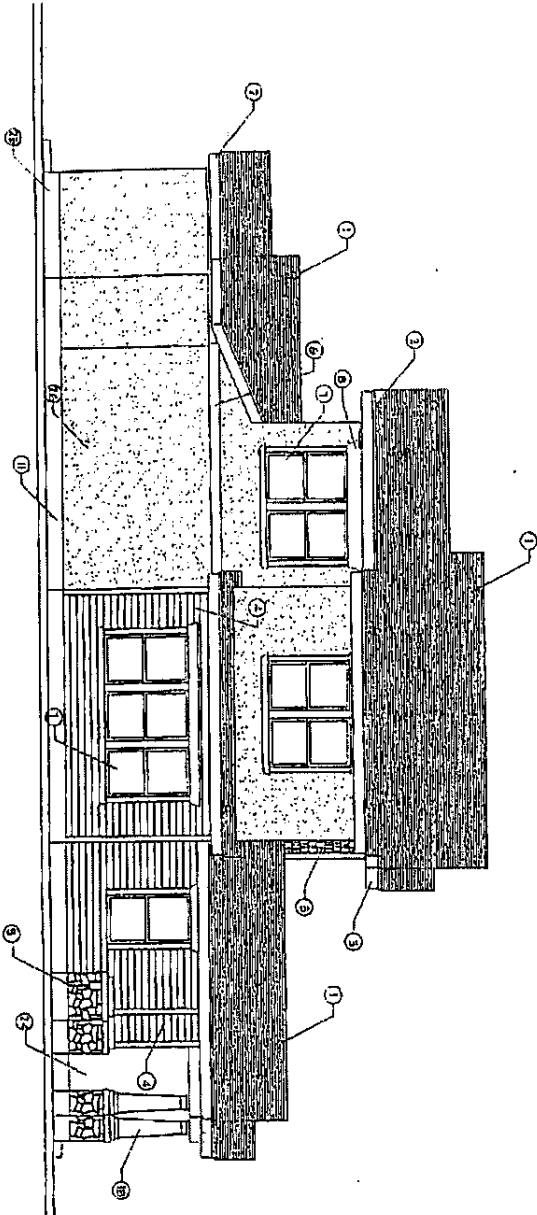


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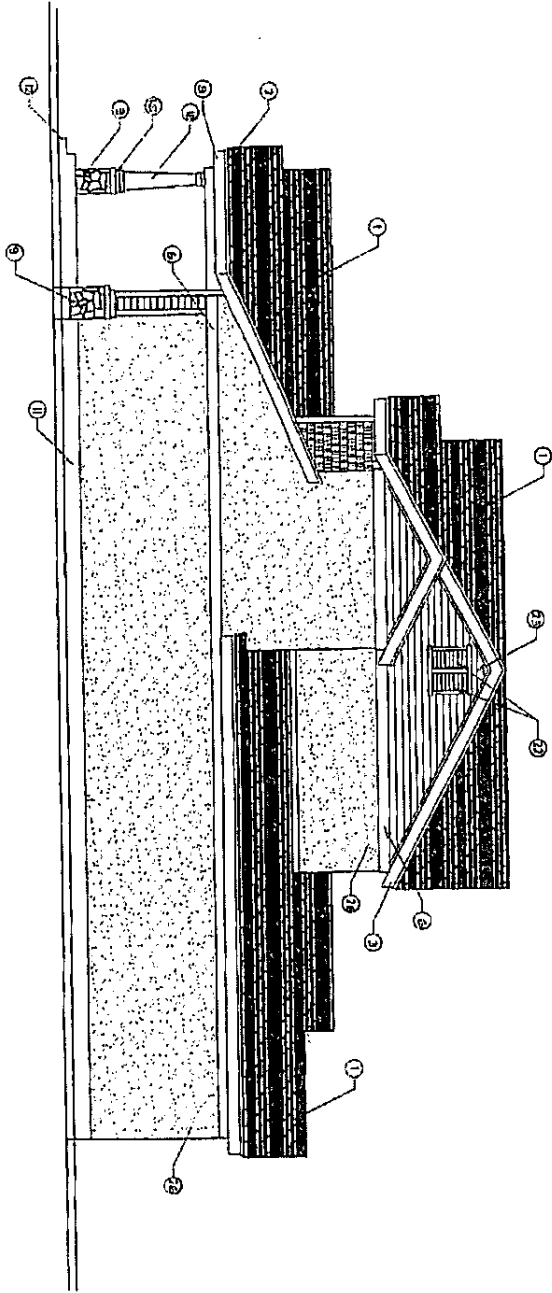
FRONT ELEVATION - TWO-STORY #6  
option 'a'



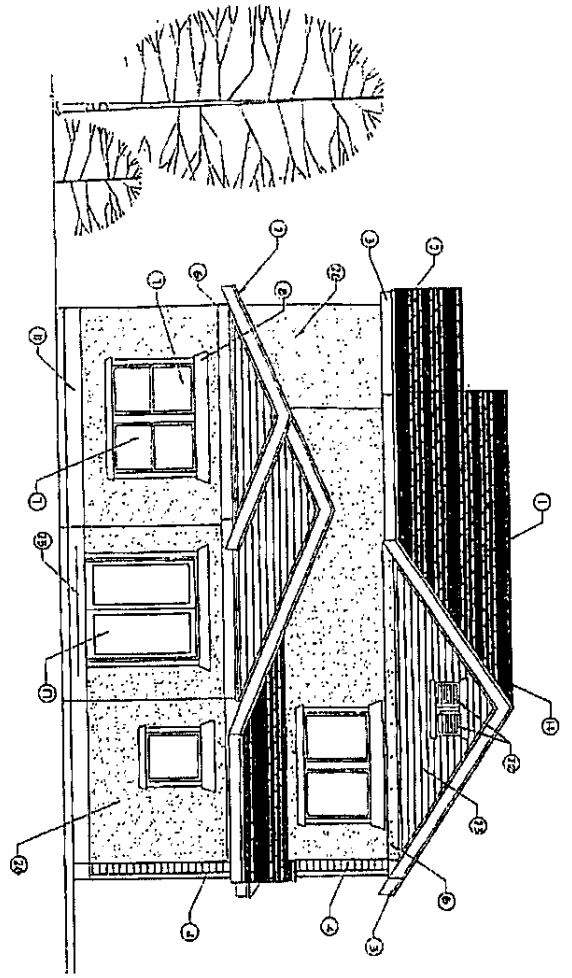
SIDE ELEVATION - TWO-STORY #6  
option 'a'



GARAGE SIDE ELEVATION  
option B



REAR ELEVATION - TWO-STORY #6  
option B



**EXHIBIT D**  
**SNOW REMOVAL PLAN**



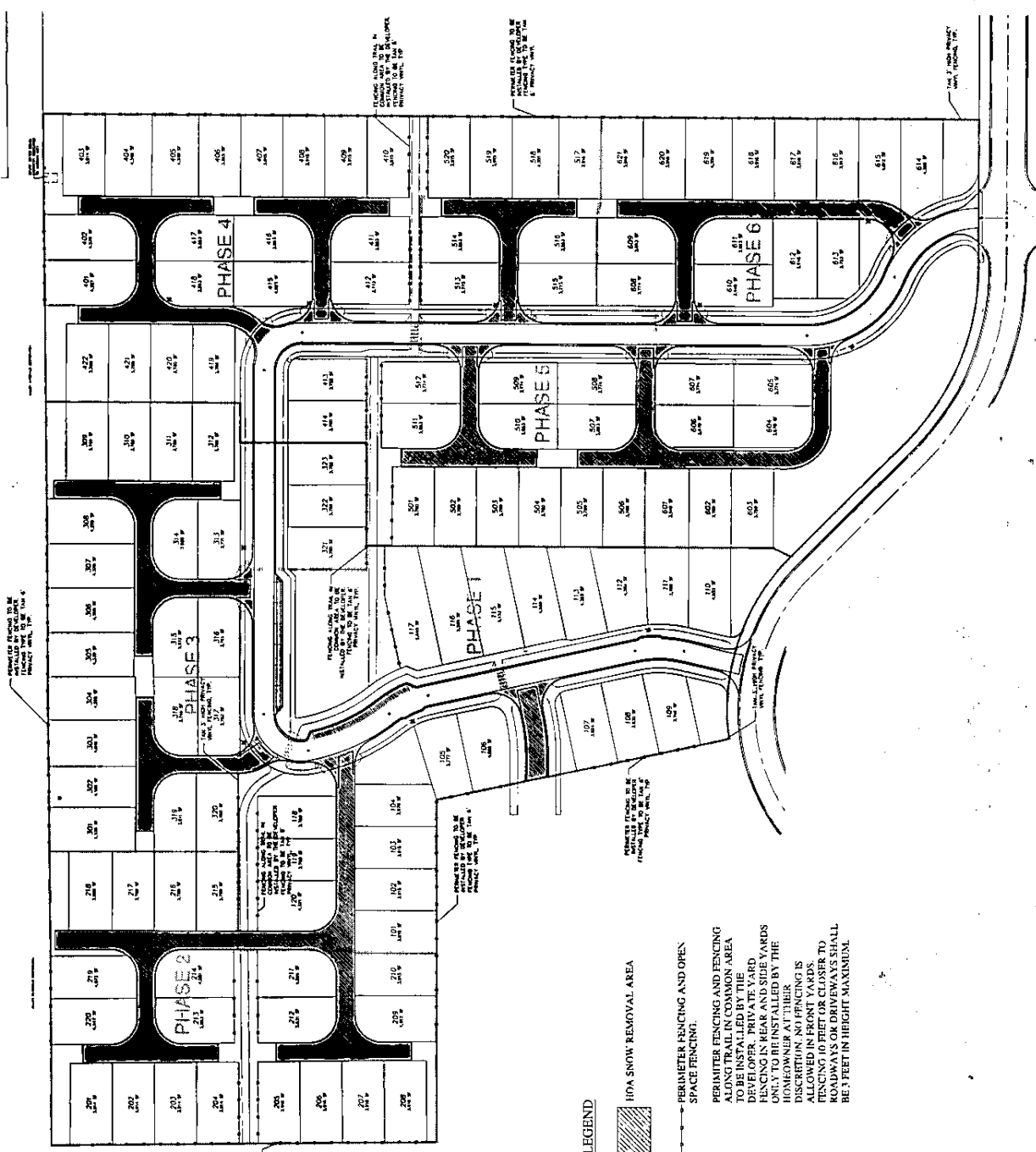
Stantec Consulting Inc.  
 300 West 10th Street, Suite 100  
 Denver, CO 80202  
 Tel: 303.556.1000  
 Fax: 303.556.1001  
 www.stantec.com

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Sheet No.	Sheet Description	Date	Author	Checker	Scale
01	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
02	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
03	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
04	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
05	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
06	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
07	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
08	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
09	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
10	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
11	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
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16	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
17	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
18	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
19	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT
20	Site Plan	10/20/11	J. Smith	M. Jones	AS BUILT

**Client/Project**  
 EAST RIVERWALK, LLC  
 109 WEST SOUTH JORDAN PARKWAY  
 SOUTH JORDAN, UTAH 84095  
 EAST RIVERWALK  
 700 SOUTH 700 WEST  
 MIDVALE, UTAH

**Project No.** 100000001  
**Scale** 1/8" = 1'-0"  
**Sheet** EX-1



**LEGEND**

- HDA SNOW REMOVAL AREA
- PERIMETER FENCING AND OPEN SPACE FENCING.
- PERIMETER FENCING AND FENCING ALONG TRAIL IN COMMON AREA DEVELOPER, PRIVATE YARD FENCING IN REAR AND SIDE YARDS ONLY TO BE INSTALLED BY THE HOMEOWNER AT THEIR DISCRETION. NO FENCING IS ALLOWED IN FRONT YARDS. PERIMETER FENCING TO BE INSTALLED BY THE HOMEOWNER AT THEIR DISCRETION SHALL BE 3 FEET IN HEIGHT MAXIMUM.

HIGHLIGHTED AREA POOR COPY  
 CO. RECORDER

**EXHIBIT E**  
**FENCING PLAN**



Surveying, Consulting & Engineering, Inc.  
 1000 West 1000 South  
 Salt Lake City, UT 84119  
 Tel: 801.338.1571  
 Fax: 801.338.1571

**S&S**

PROJECT NO. 1000000000

DATE: 08/14/2013  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: SNOW REMOVAL AND FENCING EXHIBIT

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY	08/14/2013	[Name]	[Name]
2	REVISED	08/14/2013	[Name]	[Name]
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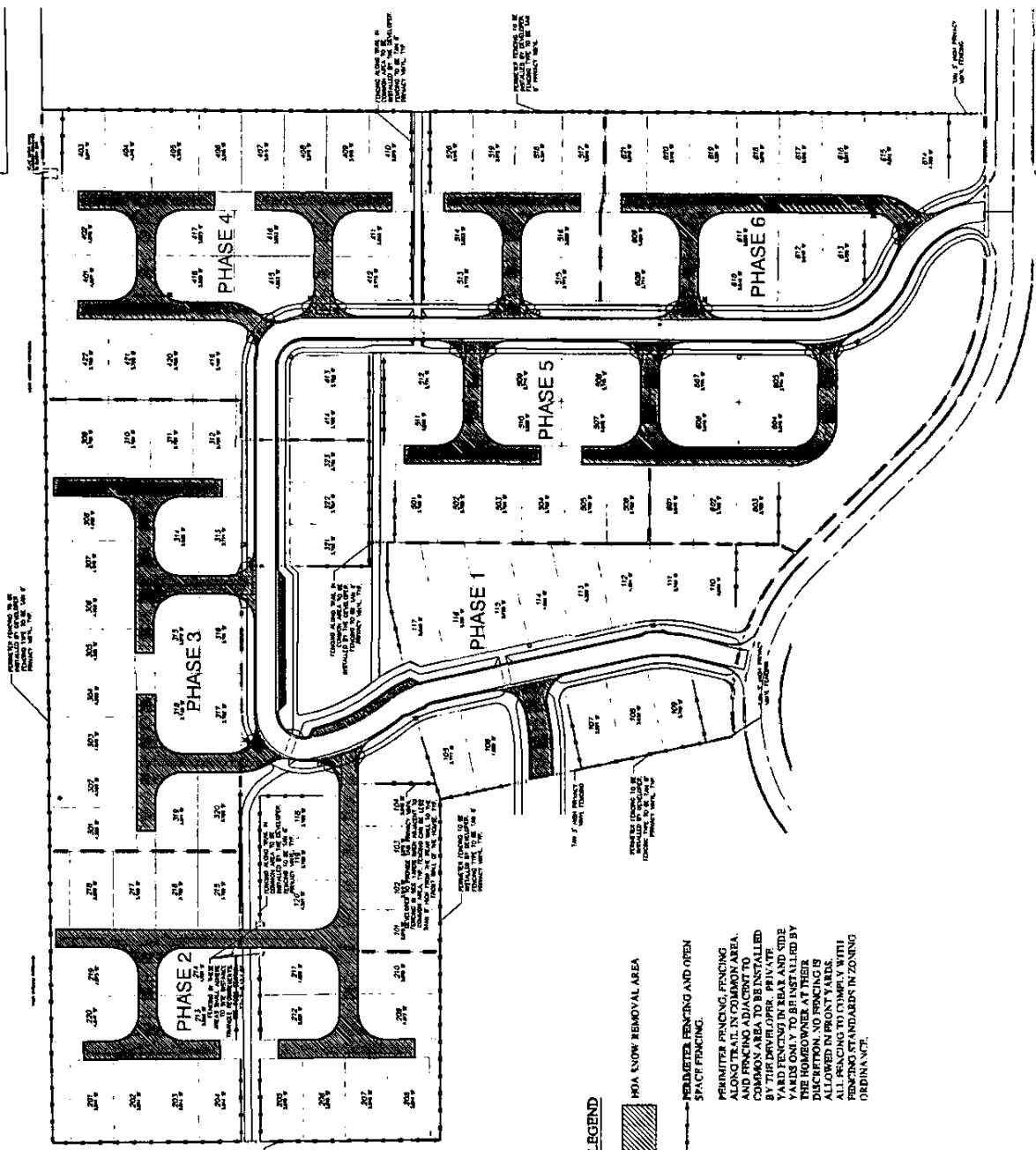
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**DRAWN BY:** [Name]  
**CHECKED BY:** [Name]  
**PROJECT:** SNOW REMOVAL AND FENCING EXHIBIT

**CLIENT:** S&S  
**ADDRESS:** 1000 WEST 1000 SOUTH, SALT LAKE CITY, UT 84119  
**PHONE:** 801.338.1571  
**FAX:** 801.338.1571  
**EMAIL:** [Name]@sss.com



**SCALE:** AS SHOWN  
**DATE:** 08/14/2013  
**BY:** [Name]  
**CHKD:** [Name]

**PROJECT NO.:** 1000000000  
**DATE:** 08/14/2013  
**DRAWN BY:** [Name]  
**CHECKED BY:** [Name]  
**PROJECT:** SNOW REMOVAL AND FENCING EXHIBIT

**CLIENT:** S&S  
**ADDRESS:** 1000 WEST 1000 SOUTH, SALT LAKE CITY, UT 84119  
**PHONE:** 801.338.1571  
**FAX:** 801.338.1571  
**EMAIL:** [Name]@sss.com



**LEGEND**

-  HDA SNOW REMOVAL AREA
-  PERIMETER FENCING AND OPEN SPACE FENCING
- PERIMETER FENCING, FENCING ALONG TRAIL IN COMMON AREA, AND FENCING ADJACENT TO COMMON AREA TO BE INSTALLED BY THE HOMEOWNER AT THEIR DISCRETION. NO FENCING IS ALLOWED IN FRONT YARDS. FENCING STANDARDS IN ZONING ORDINANCE.

HIGHLIGHTED AREA POOR COPY  
 CO. RECORDER

**EXHIBIT F**

**BYLAWS OF EAST RIVERWALK HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE I.  
BYLAW APPLICABILITY**

***Section 1.01 Property Submission***

The Property is located in Salt Lake County, Utah, has been submitted to the provisions of a Declaration recorded in the Office of the County Recorder of Salt Lake County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Project."

***Section 1.02 Bylaws Applicability***

The Provisions of these Bylaws are applicable to the Project as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All Owners of any fee or leasehold interest, all occupants or users of the Project, and the agents and servants of any of them are subject to the provisions of the Project Documents.

***Section 1.03 Personal Application***

All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Project, shall be subject to the Project Documents. Acquisition, rental or occupancy of any of the Lots in the Project shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Project Documents and will comply with them.

***Section 1.04 Office***

The office of the Association and of the Board of Directors shall be located at the Project or at such other place as may be designated from time to time by the Board of Directors (hereinafter sometimes called the "Board").

**ARTICLE II. ASSOCIATION**

***Section 2.01 Composition***

All of the Lot Owners acting as a group in accordance with the Utah Revised Nonprofit Corporations Act, as amended (the "Act"), and the Project Documents shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Lot Owners, the administration of the Project shall be performed by the Board.

***Section 2.02 Voting***

Each Lot Owner shall have one vote. Since a Lot Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which are, either alone or in conjunction with another person or persons, a Lot Owner.

Except where a greater number is required by the Act or the Project Documents, a majority of the votes of Lot Owners present in person or represented by proxy in good standing and entitled

to vote is required to adopt decisions at any meeting of the Association.

***Section 2.03 Place of Meeting***

Meetings of the Association shall be held at the principal office of the Project or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.

***Section 2.04 Annual Meeting***

Annual meetings for any other purpose than the election of the Board of Directors may be held at any time on call of the President of the Board, by a majority of the Board or by Lot Owners representing twenty percent (20%) of the Lot Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6.2.

Thereafter, the annual meetings of the Association shall be held in May. The Board in its discretion may designate another date for the annual meeting. At such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Association may transact such other business as may properly come before them at such meetings.

***Section 2.05 Special Meetings***

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or, after all of the Board has been elected by Lot Owners, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

***Section 2.06 Notice of Meetings***

It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Lots and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

***Section 2.07 Voting Requirements***

An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, and shall have no reported or obvious violations of the Project Documents at least three (3) days prior to the date fixed for such annual or special meeting.

***Section 2.08 Proxies***

The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as



aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

**Section 2.09 Absentee Ballots**

(a) A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the Election Committee, but in no event shall the vote be cast more than fourteen (14) days prior to the voting date.

(b) Ballot boxes containing absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

**Section 2.10 Mail-in Ballots**

(a) Any action that may be taken by the Unit Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended from time to time.

(b) A combination of mail-in ballots and "in person" ballots may be used.

**Section 2.11 Written Consent in Lieu of Vote**

Any action that may be taken by the Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-707, as amended from time to time.

**Section 2.12 Quorum**

Except as may otherwise be provided in the Project Documents or by statute, the Owners present in person or represented by proxy or absentee ballot at a meeting shall constitute a quorum for the adoption of decisions.

**Section 2.13 Order of Business**

The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Board Members, if applicable; (h) unfinished business; and (i) new business. In its sole discretion, the Board of Directors may change the order of business.

**Section 2.14 Title to Lot**

Title to Lots may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

**Section 2.15 Conduct of Meeting**

The President shall, or in his absence the Vice-President shall, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

### **ARTICLE III. BOARD OF DIRECTORS**

#### ***Section 3.01 Powers and Duties***

The affairs and business of the Association shall be managed by the Board which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association.

The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Project provided such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) Making assessments against Owners to defray the cost and expenses of the Project, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Project.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.
- (f) Making and amending Rules and Regulations respecting the use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance

with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Project Documents for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k) Borrow money.

(l) Paying the cost of all services rendered to the Project and not billed to Owners of individual Lots.

(m) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying any maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited every three (3) years by an outside auditor employed by the Board who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary.

(n) To do such other things and acts not inconsistent with the Act or the Project Documents.

### **Section 3.02 Manager**

The Board may employ a Manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.1.

The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (l), of Section 3.01 shall require the written consent of the Board.

### **Section 3.03 Number of Board Members**

After the Turnover Meeting, the Board shall be composed of three (3) persons, who are members in good standing. The Board by resolution shall determine the number of Board members.

### **Section 3.04 Selection and Term of Office of the Board**

Declarant shall have the right to appoint Directors until the Turnover Meeting. Unless appointed under the provisions of Section 3.10, Board members shall be elected as follows:

(a) Board members shall be elected by a majority vote of the Members present in person or by proxy at the annual meeting. Cumulative voting shall not be permitted.

(b) All Board members shall hold office until the members shall have elected their respective successors.

(c) Board members' terms shall be staggered. The initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Board members at their first meeting. Upon the natural expiration of a Board member's term, a successor shall be elected for a two (2) year term. There shall be no limit on the number of terms an Owner may serve as a Board member.

**Section 3.05 Organization Meeting**

The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Board at the meeting at which such Board-persons were elected, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting provided that majority of the whole Board shall be present thereat.

**Section 3.06 Regular Meetings**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least three (3) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Board shall be given to each Board member at least three (3) business days prior to the day named for such meeting.

**Section 3.07 Special Meetings**

The President on three (3) business days' notice to each member may call special meetings of the Board. Such shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board in like manner and on like notice on the written request of at least two (2) Board members.

**Section 3.08 Waiver of Notice**

Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3.09 Board's Quorum**

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

### **Section 3.10 Vacancies**

In the event a Board seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board for the balance of the term associated with the vacated seat.

Vacancies in the Board caused by any reason other than removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board members present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a Board member for the remainder of the term of the Board member so replaced and until a successor is elected at the next annual meeting of the Association.

### **Section 3.11 Removal of Board Member**

(a) A Board member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of the majority of the votes represented and voting. Any Board member whose removal has been proposed by the Owners shall be given at least thirty (30) days written notice of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting.

(b) Any Board member who allows his installments of assessments made or levied against him and his Lot by the Board to become three (3) months overdue, and fails to cure the default within ten (10) days after written notice shall automatically forfeit his membership on the Board.

(c) Any Board member who is found to be in violation of the Project Documents, may be removed by majority vote of a quorum of the Board.

### **Section 3.12 Compensation**

Board members shall not be compensated for their work. However, they may seek reimbursement for actual costs incurred associated with their service.

### **Section 3.13 Conduct of Meetings**

The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

### **Section 3.14 Report of Board**

The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, full and clear statement of the business and condition of the Association.

### **Section 3.15 Fidelity Bonds**

The Board shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Board shall provide a fidelity insurance coverage as required by the Declaration.

### **Section 3.16 Dispensing with Vote**

Any action by the Board required or permitted to be taken at any meeting may be taken without

a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 3.17 Liability of the Board**

The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Project Documents.

**ARTICLE IV. OFFICERS**

**Section 4.01 Designation**

The principal officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by and from the Board.

The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The same person may hold two or more offices, except that the President shall not hold any other office.

**Section 4.02 Election of Officers**

The officers of the Association shall be elected annually by the Board at the organization meeting of each Board and shall hold office at the pleasure of the Board. The Board at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Nevertheless, the Board members may serve as the officers of the Association, with such positions therein determined amongst them.

**Section 4.03 Removal of Officers**

The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**Section 4.04 President**

The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all committees; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

**Section 4.05 Vice President**

There shall be a Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

**Section 4.06 Secretary**

The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Board and committees and shall perform such other duties as may be prescribed by the Board.

The Secretary shall compile and keep current at the principal office of the Project, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

**Section 4.07 Treasurer**

The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He or she shall disburse funds as ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Board members, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

**Section 4.08 Agreement, Contracts, Deeds, Checks, etc.**

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures shall be executed by any person or persons as may be designated by the Board.

**ARTICLE V. FISCAL YEAR**

**Section 5.01 Fiscal Year**

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

**ARTICLE VI. AMENDMENT TO BYLAWS**

**Section 6.01 Amendments**

Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by the Board at any time, to add, change or delete a provision, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class or unless it is prohibited by the Declaration.

Notwithstanding anything in these Bylaws, so long as the Class B membership exists, the written consent of the Declarant is required to amend these Bylaws.

**Section 6.02 Recording**

A modification or amendment of these Bylaws shall become effective only if such modification

or amendment is recorded in the office of the County Recorder of Salt Lake County, Utah.

***Section 6.03 Conflicts***

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Owners shall be bound to abide by such modification or amendment.

**ARTICLE VII. NOTICE**

***Section 7.01 Manner of Notice***

All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. The Association may, by resolution, collect and give notice by electronic mail or other electronic means.

***Section 7.02 Waiver of Notice***

Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

**ARTICLE VIII. COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS**

***Section 8.01 Compliance***

These Bylaws are set forth in compliance with the requirements of the Act.

***Section 8.02 Conflict***

These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

***Section 8.03 Severability***

These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the states will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance are held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.



**Section 8.04 Waiver**

No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 8.05 Captions**

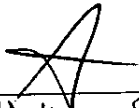
The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

**Section 8.06 Gender, etc.**

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant, has caused these Bylaws to be executed by its duly authorized officers on the 25 day of MAY, 2010.

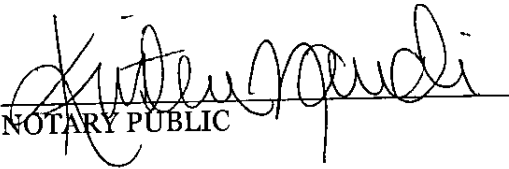
**DECLARANT:**  
**East Riverwalk, L.L.C.**

  
By: Nathan Sharp  
Its: Manager

STATE OF UTAH     )  
County of SALT LAKE )

On this 25 day of MAY, 2010, personally appeared before me Nathan D. Sharp who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute these Bylaws.



  
NOTARY PUBLIC

**ARCHITECTURAL STANDARDS AND GUIDELINES  
EAST RIVERWALK HOMEOWNERS ASSOCIATION**

**Questions Regarding the Content of These Guidelines  
Should be Directed to:**

**East Riverwalk HOA  
c/o HOA Solutions  
770 E. Main St., #507  
Lehi, UT 84043  
(801) 766-9386**

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## SECTION 1 INTRODUCTION

Dear Homeowner:

Welcome to your new home in the East Riverwalk community! These Architectural Standards and Guidelines are designed with the goal of maintaining the aesthetic beauty of the community. Exterior improvements to your Lot must be approved by the Architectural Review Committee (ARC) prior to beginning any construction activity. Homeowners may not make any alteration, removal, relocation, repainting, demolition, addition, installation, modification, decoration, redecoration or reconstruction of any Improvements, including landscaping, in the Properties, until the plans and specifications showing the **nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC.**

Please review these "Guidelines" prior to completing your application form to ensure your submittal is complete. If at any time you have any questions regarding the review process, please contact your management representative at (801) 766-9386.

### **1.1 Purpose & Policies**

The ARC shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated in the locations indicated will; (a) not be detrimental to the appearance of the surrounding area of the Properties as a whole, (b) not be inconsistent with the Declaration, (c) that the appearance of any structure affected will be in harmony with the surrounding structures, (d) that the construction will not detract from the beauty, wholesomeness or attractiveness of the association maintenance areas or the enjoyment by the Members, and (e) that the upkeep and maintenance will not become a burden on the Association.

Any change not specifically addressed or outlined in these Guidelines will become a matter of reasonable discretion on the part of the ARC. In the event of a conflict between this document and the Declaration of Covenants, Conditions and Restrictions for East Riverwalk Homeowners Association (CC&R's), the CC&R's shall prevail. **Please review this section entirely prior to plan submission and work commencement.** It is suggested that specific attention be paid to the punitive references if work is completed outside the scope of these provisions.

## SECTION 2 COMMITTEE ROLE

**2.1 Scope:** All exterior alterations, additions or changes to any structure or to the landscape of any Lot, must be submitted to the ARC for approval **prior** to any installation or commencement of construction.

The above mentioned changes include, but are not limited to, walls, arbors, decks, fences, pools, spas, landscaping, patio covers, statues, fountains, swing sets, play structures, sunshades, awnings, accessory structures, etc.

**2.2 Failure:** Work commenced before plan approval is subject to removal at the cost of the homeowner if subsequently deemed unacceptable by the ARC.

**2.3 Deviation:** If any Improvements have been constructed or installed in a manner, which deviates from the plans that were approved, the ARC may make recommendations for changes. If those changes are not complete within thirty (30) days the matter will be turned over to the Board of Directors to take appropriate remedial action in accordance with the CC&R's.

**2.4 Specificity In Plans:** Any improvements to an Owner's property that vary from these guidelines in any manner must be specifically called out in writing. Any improvement not detailed on an approved set of plans should be considered unapproved.

**2.5 Depiction of Easements:** It is each Owner's responsibility to depict on any architectural plans all easements located upon the Owner's Lot, even those held by the Association. If an easement area is not depicted on any set of approved plans, then those improvements located within the easement area will not be approved despite comments to the contrary.

**2.6 Compliance With Local Ordinances:** Compliance with any local ordinances is the sole responsibility of each Owner. In the event that any local agency requires modifications to bring a proposed set of plans into compliance, then those amended plans must be resubmitted to the Association for approval.

**2.7 Amendments to Guidelines:** These Guidelines, along with the provisions set forth in the CC&R's, form the basis for evaluation of plans and specifications for proposed Improvements submitted by individual Owners to the ARC for review and approval. Any items or issues not addressed in the Project Documents for this community are matters left to the discretionary judgment of the ARC acting in good faith on behalf of the best interests of the Association as a whole. The Board of Directors may, at its discretion, amend these Guidelines from time to time as it deems necessary or desirable.

## SECTION 3 SUBMISSION OF YOUR ARCHITECTURAL APPLICATION

Please submit your application and support documentation package to the ARC as follows:

East Riverwalk Homeowners Association Architectural Review Committee

c/o HOA Solutions  
770 E. Main St., #507  
Lehi, UT 84043  
(801) 766-9386

### **3.1 When Should I Submit My Architectural Application?**

The Project Documents of the Association require that Owners must submit plans for installation of the front, side, and rear yard within six (6) months of the close of escrow and complete installation within one (1) year of the close of escrow. The ARC will review and respond to all written requests within forty-five (45) days of their receipt. We therefore recommend that plans be submitted with a complete application at least sixty (60) days prior to the scheduled commencement of construction to allow the ARC ample time to complete their review. If the ARC has not responded within forty-five (45) days, plans & specifications shall be deemed approved. Only complete submittals will be considered. **Please note that a review fee and a refundable deposit are due at the time of submittal. Refer to Exhibit A for the current fee and deposit. The deposit will be refunded to you after the project has been satisfactorily completed. Additionally, the refundable deposit may be used towards repair of the common area, should it be damaged during your construction, towards fines assessed by the Association for violation of the CC&R's, and/or Architectural Standards and Guidelines and/or towards unpaid assessments if past due amounts are owed. Note: The fee and deposit may be collected during escrow from sale between Developer and 1<sup>st</sup> homeowner, which covers the review and deposit for the initial installation requirement. Any subsequent new plan reviews, remodels, renovations, etc. will require the fee and deposit paid at time of submittal.**

### **3.2 What Should an Owner Submit?**

- 3.2.1 Property Improvement Form (Exhibit A)
- 3.2.2 Plan & Specifications (3 sets). One copy will be returned to the Owner and two sets will be retained by ARC.
- 3.2.3 Photographs, brochures and/or material samples (1 set) where applicable (items provided will **not** be returned to the Owner). If statues or fountains are proposed, brochures showing the item are required.
- 3.2.4 If this is not a 1<sup>st</sup> submittal (fees paid in escrow), one check payable to East Riverwalk Homeowners Association in the amount noted on Exhibit A.

- 3.2.5 If this is a 4 submittal or a submittal of entirely new plans, you will pay the review fee noted on Exhibit A, payable to East Riverwalk Homeowners Association.
- 3.2.6 If this is an appeal or variance request, you will pay the fee noted on Exhibit B, payable to East Riverwalk Homeowners Association.

**NOTE: Each resubmittal requires all items noted above be submitted together, including a set of revised plans and a fee as noted on the application.**

### **3.3 What Should My Plan Include?**

Plans may be drawn on an 8-1/2 x 11 sheet of paper, or a formal plan may be submitted. The plans should detail all proposed improvements. One (1) set of plans is required for submittal. Each plan should depict any and all easements running across the property, and accurately reflect all boundary lines.

- 3.3.1 **Plot Plan.** Must be drawn to scale (1/8"=1'0") or clear dimensions defined.
- 3.3.2 **Landscape Plan.** Include location, type, size and quantity of all plants proposed. Please refer to the sample plan provided (Exhibit C).

### **3.4 Details to be Noted on Plans**

- 3.4.1 Location of residence on lot; include all relevant dimensions.
- 3.4.2 Complete dimensions of the proposed improvement; including the height of any patio covers. Show all dimensions on work to be considered, distances between existing and proposed work and distance of proposed work from property lines.
- 3.4.3 Detailed description of materials to be used shall be provided. For example, indicate whether brick to be used is full size, pavers, false brick, etc. Block work should be described by size and type. For example 6x8x16 plain block, slump stone, etc. Indicate whether or not block work is to have stucco applied or not. Whenever possible use brand names, supplier sources and or trade names. For example; Orco Block "La Paz" Slump Stone 6x8x16.
- 3.4.4 Drawing showing applicable elevations (side view), footings, etc.
- 3.4.5 Colors of all proposed materials to be used.
- 3.4.6 Plotted location of sprinklers, drains, trees, shrubs, fencing, patios, patio covers, walls, barbecues, pools, spas, and association equipment, and any other structures.
- 3.4.7 The street address, tract and lot number, owner's name, a daytime and evening phone number.

### **3.5 Other Information**



- 3.5.1 Any proposed color must be compatible, in the opinion of the ARC, with the neighboring Lots.
- 3.5.2 Any other information may be deemed necessary by the ARC in reviewing the request.
- 3.5.3 The ARC may require additional fees for items which require extensive review.
- 3.5.4 It is each Owner's responsibility to accurately depict all property lines and easements associated with their property. The Association's ARC does not have the authority to authorize construction upon common area or on easements. The Association reserves the right to require removal of improvements discovered to be on common area or an easement.
- 3.5.5 ARC approval does not waive or constitute or reflect compliance with any federal, state, or local law, ordinance, or code. Approval by the ARC does not relieve or satisfy an Owner's obligation to comply with all government laws and regulations affecting use of premises, subject to any approved plans. Approval by the ARC does not constitute approval by the city or county; and approval by the city or county does not constitute approval by the ARC. It is each Owner's responsibility to obtain all necessary permits and satisfy compliance with federal, state, or local law, ordinance, or code.
- 3.5.6 ARC approval does not constitute acceptance of any technical or engineering specifications; and the Association assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. Approval by the ARC does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The ARC reviews for aesthetic purposes only.
- 3.5.7 Any oversight of a provision of the Project Documents, or a provision of the Architectural Standards and Guidelines, does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the ARC. The Owner is responsible to ensure all improvements are depicted on the plans submitted. Any improvements not depicted on the plans are not approved. Any change(s) to approved plans shall be deemed unapproved until resubmitted and approved. Approval of plans and specifications shall apply only to the property for which approval is granted and is not authorization to proceed with Improvements on any property other than the property reviewed by the ARC and **owned** by the Applicant. It is each Owner's responsibility to specifically call out all improvements that they seek to gain approval for. Improvements which are not described with specificity may result in later disputes and potentially the removal or relocation of the ambiguous improvement. Thus it is in the best interests of all to ensure a thorough and detailed preparation of any architectural plans submitted for approval.

- 3.5.8 The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent that includes a description of the access area. Access or storage of equipment used during the course of construction must be through the homeowner's property only. Property owned and/or maintained by the Association shall not be used for construction access or storage, unless Owner obtains prior written authorization from Association, the Owner agrees in writing to indemnify Association for damage to property owned and/or maintained by Association which is damaged as a result of an Owner's project, and Owner posts a construction deposit for restoration of damage to property owned and/or maintained by Association.
- 3.5.9 Owner is financially responsible for any repairs and/or replacement to property owned and/or maintained by Association which is damaged as a result of an Owner's project.
- 3.5.10 Building materials may not be stored on streets, sidewalks, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not allowed to accumulate thereon.
- 3.5.11 Approval of plans and specifications is not authorization to revise the original drainage system installed by the Builder and approved by the City.
- 3.5.12 Applicant understands and agrees that Applicant must comply with all of the provisions of the Architectural Standards and Guidelines.
- 3.5.13 All of the provisions of the Architectural Standards and Guidelines (including, but not limited to, the Conditions of Approval) are the provisions of the Project Documents regarding Design Review; and are incorporated herein by this reference. The applicant has read and understands all provisions and agrees to comply therewith. Approval of plans is subject to and does not constitute a waiver of the terms and provisions of the Association's Declaration, Supplemental Declaration, Architectural Standards and Guidelines, Rules and Regulations or other Project Documents. Any violation of the Project Documents must be corrected upon notice of violation.
- 3.5.14 In the event that the City requires modifications to the plans and specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the plans. The ARC shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The ARC shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City.

3.5.15 Failure to comply with and satisfy all procedural requirements for an application may void approval.

**3.6 Appeal (Exhibit B)**

While the Declarant has the authority to appoint a majority of the ARC, all decisions made by the ARC shall be final. Thereafter, in the event of an adverse decision, the applicant may request an appeal, utilizing the Request for Board Approved Architectural Appeal/Variance form (Exhibit B), to the Board of Directors. The appeal must be filed within thirty (30) days of the decision by the ARC and must be submitted in writing (using Exhibit B), to the Board, through the managing agent. Please refer to the CC&R's Section 6.08 regarding Appeals.

An Application for Appeal shall be heard at the Board Meeting following submission, so long as the Application is received at least ten (10) days prior to the date of the meeting. Otherwise, the Application will be considered at the next following Board Meeting. In any event, the written decision of the Board of Directors in response to any Application for Appeal shall be provided within forty-five (45) days following the date such request is received.

The requesting owner is encouraged to attend the Board Meeting at which the Appeal is considered. In the event the requesting owner cannot attend the Board's Meeting, then the owner is encouraged to provide the Board with a written description of the reasons why the Request for Appeal should be granted.

**3.7 Variance (Exhibit B)**

The ARC may authorize a variance from compliance with any of the Architectural provisions in accordance with the CC&R's, Section 6.15. Owners must utilize the Request for Board Approved Architectural Appeal/Variance form (Exhibit B) when making this request and reimburse all costs associated with the preparation and/or filing of the variance. In order for Lot configuration and/or neighboring Lots to be taken into consideration, photos and layout are required to be submitted by Owner with the request.

**3.8 Submittal to the City**

Upon obtaining the written approval from the ARC, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the City requires modifications to the plans and specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the plans.

**3.9 Best Management Practices**

Any exterior modifications to your home will impact the environment. Homeowners are now accountable to the Midvale City ordinances that are now in place to protect our water resources and local environment. Erosion control during your landscaping installation to prevent dirt and debris from entering storm drains is particularly important.

Trash bins cannot be placed on streets or other areas of the property that are exposed to the public for more than twelve (12) hours before and after schedule trash collection hours unless otherwise

approved in writing by the ARC.

Parking restrictions are detailed in CC&R Section 8.09 and in the rules and regulations.

The property owner is financially responsible for any equipment removal and repairs the Association deems needed to comply with these restrictions.

**3.10 Hours of Operation**

All improvement installation operations shall be carried on in accordance with the City ordinances, whichever is more restrictive.

**SECTION 4**  
**GENERAL GUIDELINES**

**4.1 Model Complexes:** The construction features and landscaping provided by the builder at the model complexes should not be considered as an example of what may be constructed consistent with these Guidelines. The construction features and landscape materials located at the model complexes were provided for sales and marketing purposes only. Some of the landscape and construction features at the models may not comply with the Guidelines and therefore may not be approvable by the ARC on an individual Owner's lot.

**4.2 Front Yards**

- 4.2.1 Paving materials must be compatible with the home color and style.
- 4.2.2 The driveway limits installed by the original builder shall not be widened more than 2' on both sides or 3 ½' on one side. Driveway and entry walk shall be separated by a minimum 2' wide planter area.
- 4.2.3 Service walk from driveway to rear yard area shall not exceed 5' in width.
- 4.2.4 Modifications of the association maintained landscaping, if any, between the sidewalk and street curb is not permitted.
- 4.2.5 All fences, gates, pilasters, walls, low walls, planter walls and other hardscape elements shall be installed a minimum of 3' from the back of the sidewalk with landscape material only in this 3' area.
- 4.2.6 If builder installed trees are removed, a minimum of 2 each 24" box trees must be installed and maintained.
- 4.2.7 Mulch must be installed if plant spacing is such that greater than a 2' area of dirt exists between plants. However, plant spacing must be appropriate for the plant material and the number of plants for the area enough to fill the area adequately.
- 4.2.8 Fountains are not allowed in the front yard.
- 4.2.9 Statues are not allowed in the front yard.
- 4.2.10 Basketball backboards may be attached above the garage provided the backboard is clear. White or other color backboards are not permitted.
- 4.2.11 Portable basketball standards are not permitted in the front yard.

**4.3 Rear Yards/Side Yards**

- 4.3.1 Paving materials must be compatible with the home color and style.
- 4.3.2 All low walls, planter walls and other raised hardscape elements shall be installed a minimum of 1' from the perimeter fence/wall and 2" from the side yard fence/wall.
- 4.3.3 All plant material shall be installed a minimum of 1' from the perimeter and/or side yard fence.
- 4.3.4 If a raised planter is intended, the perimeter and/or side wall cannot be used to hold the dirt. A low wall must be placed between the perimeter and/or side wall to act as the planter wall, which must be installed a minimum of 6" from the perimeter wall and 3" from the side wall. Raised planters are not permitted adjacent to iron fencing.
- 4.3.5 Wall type fountains may not be attached to the perimeter wall or the side wall.
- 4.3.6 Fountains exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Lots with a setback great enough to accommodate the screening.
- 4.3.7 Statues exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Lots with a setback great enough to accommodate the screening.
- 4.3.8 Basketball backboards may be attached to the rear of the home provided the backboard is clear. White or other color backboards are not permitted.
- 4.3.9 Permanent in-ground basketball backboards are permitted in the rear yard only, with a clear backboard, provided it can be screened from neighboring Lots with evergreen plant material.
- 4.3.10 Portable basketball standards are permitted in the rear yard only.
- 4.3.11 Exterior staircases are only permitted when: a) developer installed, b) installed by homeowner in same fashion/design as originally offered as an option by the developer and c) if reviewed by the ARC and the design elements are found to be compatible with the home. Metal spiral staircases are not permitted. The ARC shall determine if the location of the staircase should warrant whether it's enclosed or open.

#### **4.4 Irrigation Installation Standards**

All irrigation systems should be designed by a licensed landscape architect or an irrigation designer to ensure efficient water management and plant growth. Irrigation systems shall be designed to prevent water from spraying across property lines.

#### **4.5 Potted Plants**

Potted plants are only permitted on Owner's Lot. Owner may not place any potted plants in the Common Area. Prior approval from the ARC is required to place potted plants on Owner's front porch and backyard; and the ARC may require the removal of any potted plant that it determines is a nuisance (for example, plants with diseases or insect infestation). **Artificial plants are not allowed.**

#### **4.6 Drainage**

4.6.1 There shall be no interference with the established drainage pattern over any part of the Properties. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any part of the Property is completed by the Developer, which may include drainage from the Association Properties over any Lot or Association Maintenance Areas in the Properties. Your Lot has been graded in accordance with the requirements of local agencies for the purpose of directing the flow and drainage of surface water. If the existing drainage is altered in any way as a result of, (a) the alteration of swales or drainage courses, (b) a change in grading, or (c) any landscaping or other improvements that are installed in such a way so as to alter the drainage flow on your property, you should consult with a licensed civil engineer. Developer and Association shall not be responsible for such drainage of water of any damage to persons or property resulting therefrom. No changes to the existing grade are allowed.

4.6.2 You are advised to properly maintain and to promptly repair any leaks in pipe systems and valves. The Developer and Association will not be responsible for damage that results from over-watering, failure to maintain pipe systems or valves, and/or damage or alteration to developer installed drainage pipes and systems.

#### **4.7 Patio Covers/Gazebos/Trellis/Decks/Playhouses/Play Structures**

*Free standing canvas patio covers are not permitted.*

Note: The design of all structures shall include construction plan with dimensions, elevation view (decks attached to structure must provide rear and side elevation and photos) and construction details/catalog cut sheets, and must be approved by the ARC **prior** to construction or installation. Trellises/patio covers with open roof shall not be constructed over decks or balconies. **Improvements are not allowed in the slope portion of the rear yard, if applicable to your Lot.**

**4.7.1 Trellis/Patio Cover:** Wood or "Alumawood" shade structures with "open" trellis type (normally flat) roof.

- a. No Owner of a Lot shall construct or install a patio cover or similar structure without complying with all ordinances and regulations of the City. This restriction shall specifically include, without limitation, full compliance with all setback requirements of the City.
- b. Must be constructed of wood, "alumawood" or other ARC approved material, minimum 4x4 post size, minimum 2x3 lattice size. Color and detailing shall match

- existing structure color(s) and style.
- c. Front Yard: Open roof trellis or shade structures are permitted in the front yard, subject to the review and approval of the ARC. Such structures shall not exceed a maximum height of 15'. They shall maintain a front setback of 10' and side setbacks of 5' including any overhang and shall meet all other minimum setback requirements for the City.
- d. Side and Rear Yard: Patio covers or decks are permitted in side or rear yards. These structures shall not exceed a maximum height of 15'. They shall maintain a setback of 5' from the side, 10' from rear property lines and 10' at sideyards along street at corner lots. An encroachment of up to 2' into either of these setbacks is allowed for overhang elements only. Such structures shall meet all other minimum setback requirements for the City.
- e. When they are located in a side yard, such structures are limited to a maximum of 15' in height and shall maintain side and rear setbacks that are equal to those for the 1<sup>st</sup> story living area of the residence.

**4.7.2 Deck:** Wood structure raised off the ground more than 2'. Normally intended for "live loads" (walking or sitting on).

- a. Must be set back a minimum of 10' from the rear property line and/or perimeter fence/wall, whichever is more restrictive and 5' from the side property line and/or perimeter fence/wall, whichever is more restrictive.
- b. Deck Railing must be minimum of 42" and maximum 48".
- c. Must be constructed of wood or other ARC approved material. Color and detailing shall match existing structure color(s) and style.

#### **4.8 Walls/Fences/Gates**

4.8.1 No double fences may be constructed.

4.8.2 No fence or wall or combination of a fence and wall (other than safety railings required by the City or other government agencies) shall be higher than 6' above ground where the fence or wall is to be placed.

#### **4.9 Play Structures**

Swings, playhouses and other playground equipment will be considered on an individual basis and permitted if located unobtrusively, as determined by the ARC. Bright colored elements, including primary colors, will be prohibited if they are above the height of the perimeter wall and not compatible with the existing colors of the house.

#### **4.10 Temporary Structures**

No outbuilding, tent, shed or other temporary building, structure or Improvement may be placed upon any portion of the Properties either temporarily or permanently without approval of the ARC. No garage, carport, trailer, camper, motor unit, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently.

#### **4.11 Exterior Fires/Barbecues/Fireplaces**



4.11.1 Exterior fireplaces shall only be gas burning and must not exceed 15'. If the fireplace (including spark arrestor) is higher than the adjacent wall or fence, a setback equal or greater than the height of the fireplace is required, however the intent is that the structure is to be screened adequately from view of neighboring homes. Depending on Lot configuration with relation to neighboring Lots, the setback may be lowered provided the screening materials can be installed and maintained appropriately in this space. The maximum height of detached fireplaces and chimneys shall be not more than 15'. The minimum setback shall be 5'. The structures shall be screened with evergreen landscape materials.

4.11.2 Fire pits are not permitted. Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum set back of 5' between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence. As with fireplaces above, if the structure is visible above the adjacent wall or fence, it must be screened with evergreen landscape material appropriate for the space.

4.11.3 The above are not allowed in the front yard.

#### **4.12 Alteration of Common Area or Association Maintenance Areas**

**Any modification to the Common Area is strictly prohibited. The addition of plant material or alteration of flatwork is not permitted in the Common Area or Association Maintenance Areas.** Regardless of whether a submitted set of plans with proposed alterations to the Common Area or association maintenance areas is deemed approved per Section 3 above, improvements of this nature shall not be permitted, unless explicitly approved in writing as also noted in Section 3 above.

#### **4.13 Address Numbers**

Address numbers shall be uniform. Address numbers other than those originally installed by the Developer, or those approved for the entire association by the Board of Directors, will not be permitted.

#### **4.14 Lighting**

Original exterior lighting is the only approved lighting that may be affixed to the building. No additional lights may be installed without ARC approval. Exterior lighting shall be hooded and arranged to reflect away from adjoining properties and streets. Exterior light fixtures may be mounted a maximum of 15' above the adjacent finished floor level on any exterior wall or structure.

#### **4.15 Holiday Lighting/Seasonal Decorations**

Holiday lighting and seasonal decorations are addressed in the Rules & Regulations.

#### **4.16 Mailboxes**

Mailboxes are the property of the Association and shall not be altered. Lock mechanisms, if applicable, are Owner responsibility.

#### **4.17 Streets/Walkways**

No construction debris or materials such as sand or bricks may be permitted to remain on the streets or walkways. All items of such nature must be stored on the owner's Lot and shielded from view from the street, Common Area and neighboring lots. In the event that any materials are delivered and deposited on the streets or common areas, the Owners will be held responsible for the costs involved in cleaning and/or restoring the common areas, streets or walkways. The Association reserves the right to clean the streets and/or sidewalks and bill the responsible owner for costs.

Modifications of the association maintained landscaping, if any, between the sidewalk and street curb is not permitted.

#### **4.18 Window Coverings**

Only curtains, drapes, shutters or blinds may be installed as permanent window covers. No aluminum foil, paint, newspaper, stickers or similar coverings deemed to be inappropriate for a window covering shall be applied to the windows or doors of any Lot. Owners may use plain clean white sheets to cover windows after the Close of Escrow pending the installation of curtains, drapes, shutters or other appropriate interior window coverings up to six (6) months from the close of escrow. Window awnings will be considered on a case by case basis and must be approved prior to installation. Multiple color canvas is not permitted. All exposed exterior window treatments are subject to review by the ARC.

#### **4.19 Window Tinting**

Window tinting requests will be considered by the ARC. However, mirror finishes will not be approved. **NOTE:** Most failures of dual-glazed units are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted and condenses between the panes. In addition, cracking of the windowpanes may occur. Neither the window manufacturer nor the Developer will be responsible for replacement of dual glazed windows should window tinting be applied.

#### **4.20 Solar Energy Systems**

Solar energy systems must be approved by the ARC prior to installation.

#### **4.21 Satellite Dishes & Antennae**

No owner shall install, or cause to be installed, or maintain any satellite dish or similar electronic receiving or broadcasting devices having a diameter more than one (1) meter in the project. The location of the satellite dish/antennae should take into account their visibility from the streets and common area. Please attempt to install your dish/antennae in the least visible location possible.

#### **4.22 House Painting Review Procedure**

##### **4.22.1 Submittal Requirements:**

- a. Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
- b. Photos of the fronts of the house on either side of the home being processed.
- c. Color swatches of the colors to be used and where.
- d. Photo or plan marked up to indicate which color is to be applied to which surface.
- e. Justification statements. See below.
- f. **IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.**

#### **4.22.2 Justification Statement:**

- a. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
- b. Provide a written statement explaining the selection of colors. Important to provide justification as relates to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
- c. If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
- d. Provide any photos or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Don't pick a little shed to justify painting a two story house or a large estate or commercial building to justify a single family residence.
- e. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

#### **4.22.3 Review Elements:**

- a. Appropriateness of color scheme to architectural style.
- b. Color tone and intensity in keeping with overall neighborhood.
- c. Color tone and intensity in keeping with size of home and separation from neighbors.
- d. Color compatibility with adjacent homes.
- e. Does not repeat color scheme of an adjacent home.

### **4.23 Room Additions / Accessory Buildings/Structures**

#### **4.23.1 Architectural Styles**

- a. Any structural changes or room additions proposed must match the architectural style of your home. Different architectural styles may not be combined.
- b. Glass block is not permitted in any improvement.
- c. Free standing canvas patio covers are not permitted.

#### **4.23.2 Architectural Character**

The following design information provides the architectural guidance that must be adhered to when planning a room addition.

##### **Building Height**

- a. Primary residential structures shall have a maximum of two stories. The maximum building heights of all improvements shall be consistent with agency regulations.
- b. If the CC&R's permit accessory type structures, any / all accessory buildings are limited in height to a maximum of one story. In cases where accessory buildings are located within a sloped area of any lot, the maximum building height is one story measured from finished grade. Under no circumstance shall the height of these buildings exceed the highest roof line height of the primary residential structure.
- c. Chimneys may extend to a maximum of 2' above the roof line if necessary to comply with Uniform Building Code Requirements.

##### **Authenticity**

To establish an authentic character and maintain a high quality image, all architectural massing, elements, details, color and materials shall be appropriate to your home.

##### **Architectural Massing**

- a. Variety in the street scene and adjacent views will be enhanced by providing a variety of architectural massing forms. The intent is to "soften" the views within and surrounding the neighborhood. Single story homes or elements at corner locations create appropriately stepped transitions and help to establish pedestrian scale.
- b. Stepped two-to-one story plans reduce the proximity between adjacent second stories and help to buffer the relationship between new and existing homes.
- c. Existing single story elements cannot be altered. "Single story edges" or additional side or rear building setbacks shall not be altered.
- d. Single story edges are defined as homes within a step-down from two stories to one story or with the second story pushed 5' back from the first story edge.

##### **Elevations**

- a. Front Elevations: Adjacent and facing residences cannot be built with the same elevation, however floor plans with different elevation designs and color applications are permitted.

- b. Side and Rear Elevations: All side and rear elevations shall exhibit a high quality level of articulation.

#### **4.23.3 Accessory Living Quarters / Guest House**

- a. Accessory living quarters and/or guest houses are not permitted.

#### **4.23.4 Sunrooms and Solariums**

- a. Sunrooms and solariums must be designed so that their form and color are compatible with the existing architecture; and must be completely screened with landscaping.
- b. The maximum height is twelve (12) feet, the minimum setback to the side property line is five (5) feet and ten (10) feet to the rear property line.
- c. Roofs shall match the existing architecture, with the roof pitch compatible with the existing roof pitch.
- d. No metal roofs are permitted.
- e. Prefabricated, curved-roof sunrooms and solariums are prohibited.

#### **4.24 Roofing**

Any roof modifications shall be identical to the existing roofing material. Color changes must be reviewed by the ARC and must also specify the material and style of the product. All changes must comply with the style of the home and applicable agency standards.

#### **4.25 Garage Doors**

Changes to the garage door must be compatible with design and color of home. Garage door should be simple in design and color. Garage doors with window panels are not permitted.

#### **4.26 Awnings**

Awnings must be compatible in color and design with the home. Designs should be simple and size, location and form in scale with the window.

#### **4.27 Temporary Structures**

No structure of temporary character, trailer, tent, shack, shed, barn or other temporary building improvements or structure shall be placed upon any portion of the property at any time. Refer to your CC&R's for complete restrictions.

#### **4.28 Outdoor Storage**

All items stored outside (such as garden hoses, yard equipment, trash cans and recycling bins) must be completely screened from streets, greenbelts and adjacent homes. The appearance of the items as seen from second floors should be considered.

#### **4.29 Gutters & Downspouts**

Gutters and downspouts to be painted to match the house color or trim.

**4.30 Colors and Materials**

The Association has preapproved a color palette, materials, and home plans. The approved colors and materials are attached as Exhibit C. Any variation from the preapproved colors, materials, or plans will require the Owner to apply for a variance.

**SECTION 5**  
**NON-LIABILITY OF APPROVAL**

- 5.1 Neither the ARC, nor any member of the ARC, nor the ARC's duly authorized representative 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 ARC duties as contained in the Project Documents. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally.
- 5.2 Plans and specifications are not approved for (a) engineering design, (b) compliance and zoning and building ordinances, and other applicable statutes, ordinances or governmental rules and regulations, (c) compliance with the requirements of any public utility, (d) any easements or other agreement, or (e) preservation of any view and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owner, the Board nor the Developer, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefor, or for any defect in any Improvements constructed from such plans and specifications for any obstruction or impairment of view caused or created as the result of any improvements approved by the ARC.

**Exhibit A**

***EAST RIVERWALK***  
**Property Improvement Form**

Today's Date: \_\_\_\_\_ Property address: \_\_\_\_\_

Owner/Applicant's Name: \_\_\_\_\_

Mailing Address (if different than property address): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Type of work (Please check appropriate items):

**Architectural**

**Landscape**

**Equipment**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Deck              | <input type="checkbox"/> Landscape/Hardscape (circle one)                                  | <input type="checkbox"/> Play Equipment   |
| <input type="checkbox"/> Gazebo            | <input type="checkbox"/> Removal of Exist <input type="checkbox"/> New Install             | <input type="checkbox"/> Pool & Equipment |
| <input type="checkbox"/> Room Addition     | <input type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> Side | <input type="checkbox"/> Spa & Equipment  |
| <input type="checkbox"/> Patio Cover(s)    | <input type="checkbox"/> Irrigation / Drains (circle one)                                  | <input type="checkbox"/> Water Feature    |
| <input type="checkbox"/> Chimney           | <input type="checkbox"/> Fence(s) / Wall(s) / Gate(s) (circle one)                         | <input type="checkbox"/> Barbeque/Counter |
| <input type="checkbox"/> Painting          | <input type="checkbox"/> Front <input type="checkbox"/> Side                               | <input type="checkbox"/> Fire Pit         |
| <input type="checkbox"/> Garage Door       | <input type="checkbox"/> Rear <input type="checkbox"/> Retaining                           | <input type="checkbox"/> Lighting         |
| <input type="checkbox"/> Outdoor Fireplace | <input type="checkbox"/> Extension   | <input type="checkbox"/> Satellite Dish   |
| <input type="checkbox"/> Other: _____      |  | <input type="checkbox"/> Other: _____     |

**Review Fee \$550**

\_\_\_\_\_  
Owner's Signature

**OWNER'S SIGNATURE ABOVE SIGNIFIES ACCEPTANCE AND UNDERSTANDING  
OF THE GUIDELINES, CC&R'S AND EACH EXHIBIT ATTACHED HERETO.**



DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

**Do not write below this line**

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- **Disapproved as presented (List Reasons/Specific Guidelines Not Met)**
- 
- 
- 

- **Approved as presented**
  - **Approved as revised/Conditional Approval:**
- 
- 

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**General Conditions and Disclaimers:**

1. Committee approval does not waive or constitute or reflect compliance with any federal, state, or local law, ordinance, or code. Approval by the Committee does not relieve or satisfy an Owner's obligation to comply with all government laws and regulations affecting use of premises, subject to any approved plans. Approval by the Committee does not constitute approval by the city or county; and approval by the city or county does not constitute approval by the Committee.
2. Committee approval does not constitute acceptance of any technical or engineering specifications; and the Association assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. Approval by the Committee does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The Committee reviews for aesthetic purposes only.
3. Any oversight of a provision of the governing documents, or a provision of the Guidelines/Standards, does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the Committee. The Owner is responsible to ensure all improvements are depicted on the plans submitted. Any improvements not depicted on the plans are not approved. Any change(s) to approved plans shall be deemed unapproved until resubmitted and approved. Approval of plans and specifications shall apply only to the property for which approval is granted and is not authorization to proceed with Improvements on any property other than the property reviewed by the Committee and owned by the Applicant.
4. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent that includes a description of the access area. Access or storage of equipment used during the course of construction must be through the homeowner's property only. Property owned and/or maintained by the Association shall not be used for construction access or storage, unless Owner obtains prior written authorization from Association, the Owner agrees in writing to indemnify Association for damage to property owned and/or maintained by Association which is damaged as a result of an Owner's project, and Owner posts a construction deposit for restoration of damage to property owned and/or maintained by Association.
5. Owner is financially responsible for any repairs and/or replacement to property owned and/or maintained by Association which is damaged as a result of an Owner's project.

DATE: \_\_\_\_\_

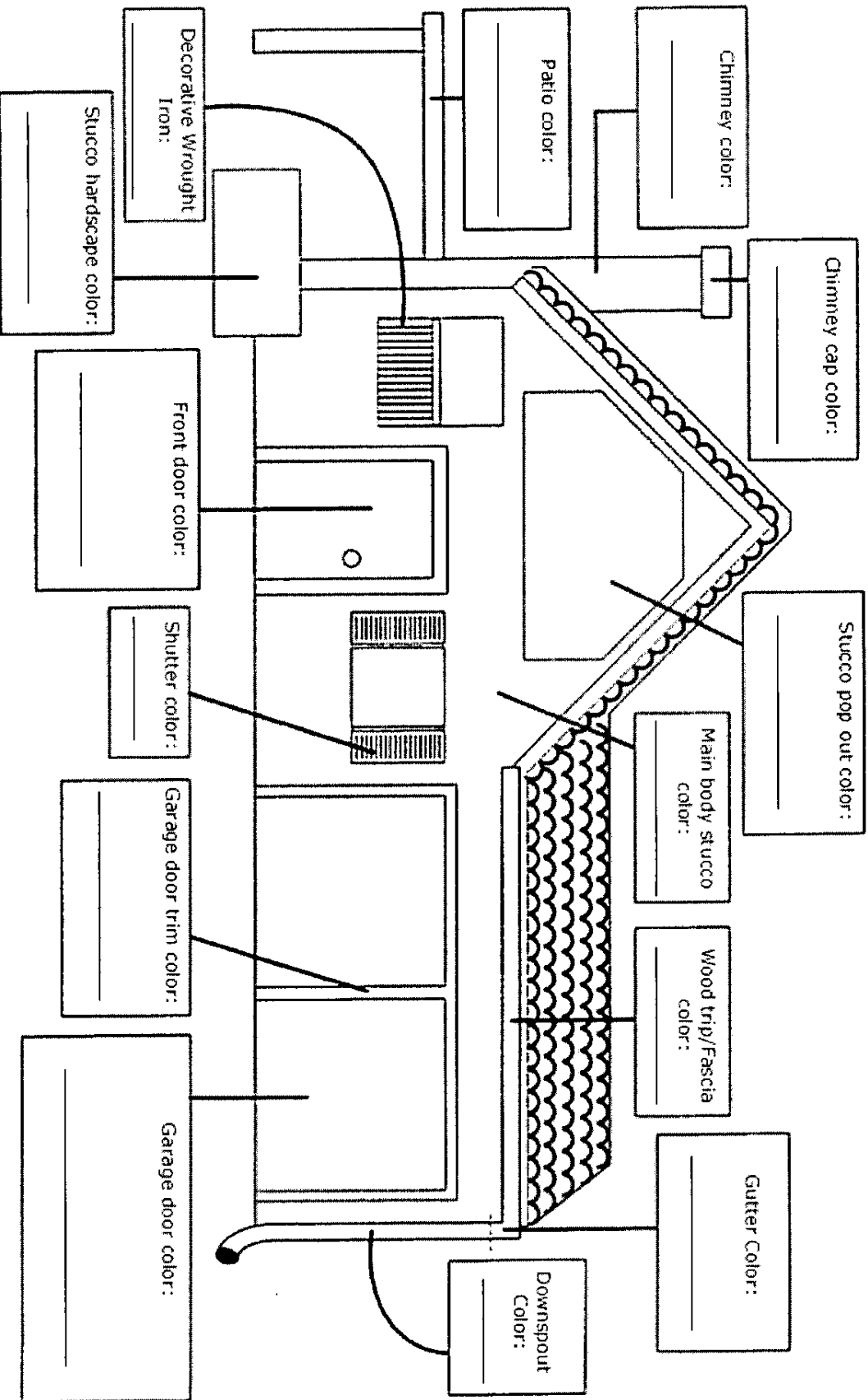
PROPERTY ADDRESS: \_\_\_\_\_

6. Building materials may not be stored on streets, sidewalks, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not be allowed to accumulate thereon.
7. The property owner is financially responsible for any repairs to property owned and/or maintained by the Association damaged by a property owner's project.
8. Approval of plans and specifications is not authorization to proceed with Improvements on any property other than the property reviewed by the Committee and owned by the Applicant.
9. Approval of plans and specifications is not authorization to revise the original drainage system installed by the Builder and approved by the City.
10. Applicant understands and agrees that Applicant must comply with all of the provisions of the Guidelines/Standards.
11. All of the provisions of the Guidelines/Standards (including, but not limited to, the Conditions of Approval) are the provisions of the governing documents regarding Design/Architectural Review; and are incorporated herein by this reference. The applicant has read and understands all provisions and agrees to comply therewith. Approval of plans is subject to and does not constitute a waiver of the terms and provisions of the Association's Declaration, Supplemental Declaration, Guidelines/Standards, Rules and Regulations or other Operative/Governing Documents. Any violation of the Governing Documents must be corrected upon notice of violation.
12. In the event that the City and/or County requires modifications to the plans and specifications previously approved by the Committee, the Owner shall submit to the Committee all modifications to the plans. The Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City and/or County. The Committee shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City and/or County. The Committee shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City and/or County.
13. Failure to comply with and satisfy all procedural requirements for an application may void approval.

**EAST RIVERWALK**

**REQUIRED WITH PAINTING APPLICATION**

*Indicate the name and number of the paint color in the appropriate boxes.*



DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

**Exhibit B**

***EAST RIVERWALK***  
**Variance Request Form**  
**FEE \$100**

Today's Date: \_\_\_\_\_ Property address: \_\_\_\_\_

Owner/Applicant's Name: \_\_\_\_\_

Mailing Address (if different than property address): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

**Description of Request (Please include drawings, photographs and a description of your special circumstance for the Board's review):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Do not write below this line**

---

- Disapproved as presented**
- Approved as presented**
- Approved as revised:**

---

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Committee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Exhibit C**

*EAST RIVERWALK*  
APPLICATION FOR APPEAL OF ARCHITECTURAL DENIAL  
**FEE \$100**

The undersigned Owner, by completion of this form, hereby requests that the Association's Board of Directors reconsider the denial of certain Architectural improvements by the Committee, as described below.

1. **Owner's Name:** \_\_\_\_\_
2. **Property Address:** \_\_\_\_\_
3. **Summary of Prior Architectural Submittals:**
  - (a) Date of Original Submittal: \_\_\_\_\_
  - (b) Total Number of Submittals: \_\_\_\_\_
  - (c) Date of Submittal Being Appealed: \_\_\_\_\_
  - (d) Date of Denial by Committee: \_\_\_\_\_

4. **Copies of Application Information:**

I have included copies of all of the following for the denial that is being appealed:

- Copy of original Architectural application;
- Copy of Committee denial;
- Copy of most recent Architectural plans;
- Letter explaining in detail the portion of the Committee denial that you are appealing and explaining the reasons for reversal of the decision. (Please understand that the Board of Directors needs to understand specifically those improvements that the requesting member wishes the Board to reconsider and approve.)

Dated: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF OWNER(S)

**Do not write below this line**

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- Disapproved as presented**
- Approved as presented**
- Approved as revised:**

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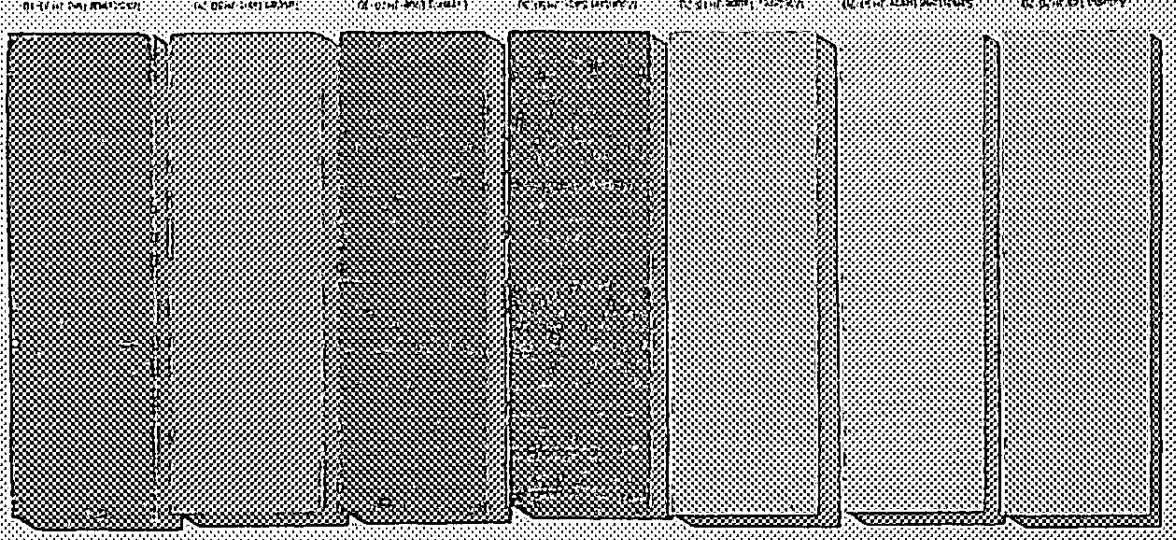
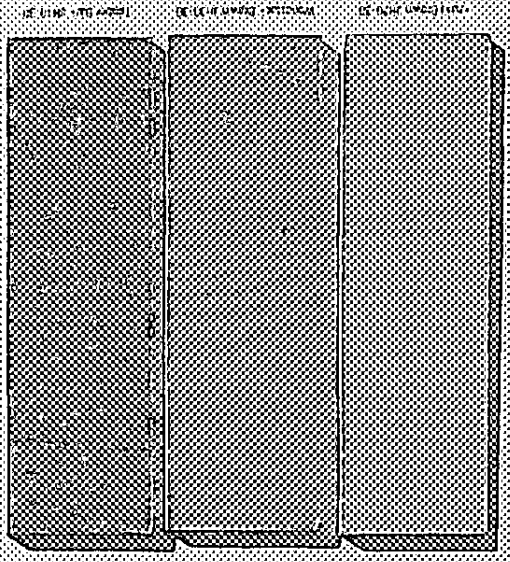
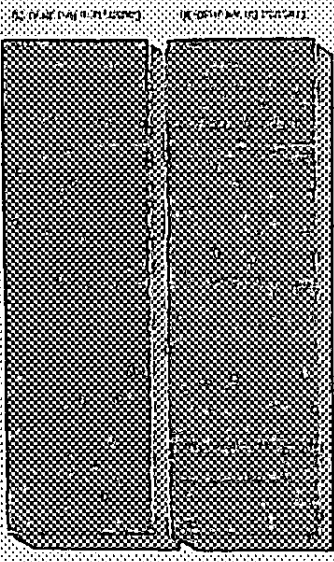
**Board Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Board Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

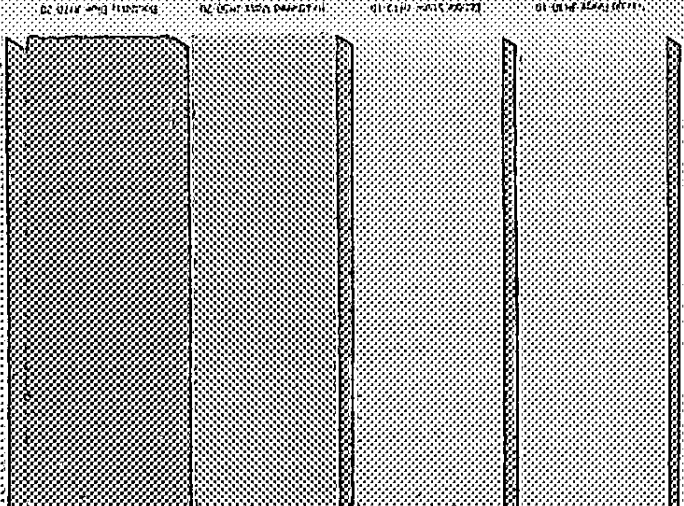
**Board Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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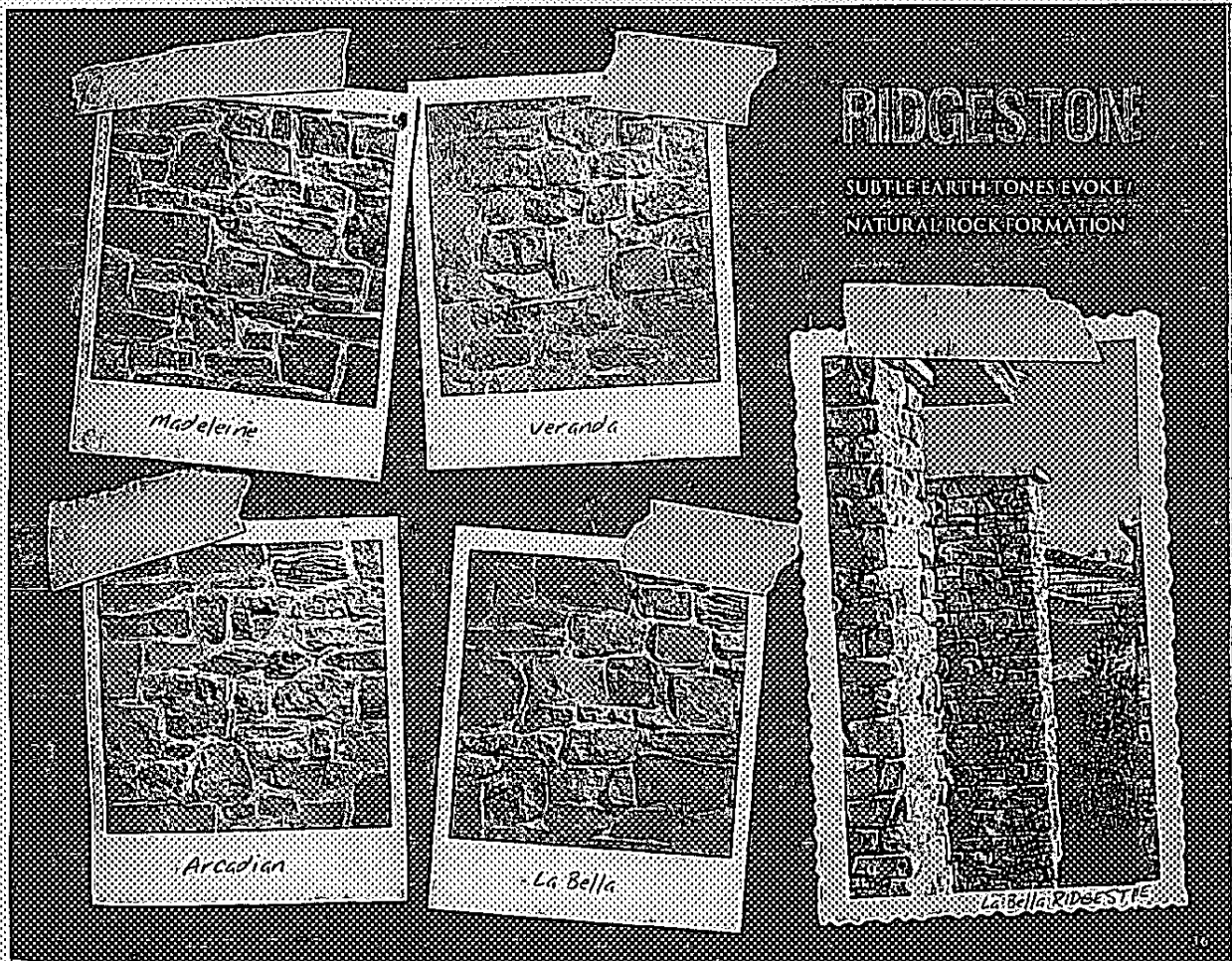
**EXHIBIT D**  
**Sample Plans and Preapproved Colors and Materials**



**East Riverwalk - Materials  
Fiber-Cement Siding**



HIGHLIGHTED AREA POOR COPY  
CO. RECORDER



# RIDGESTONE

SUBTLE EARTH TONES EVOKE  
NATURAL ROCK FORMATION

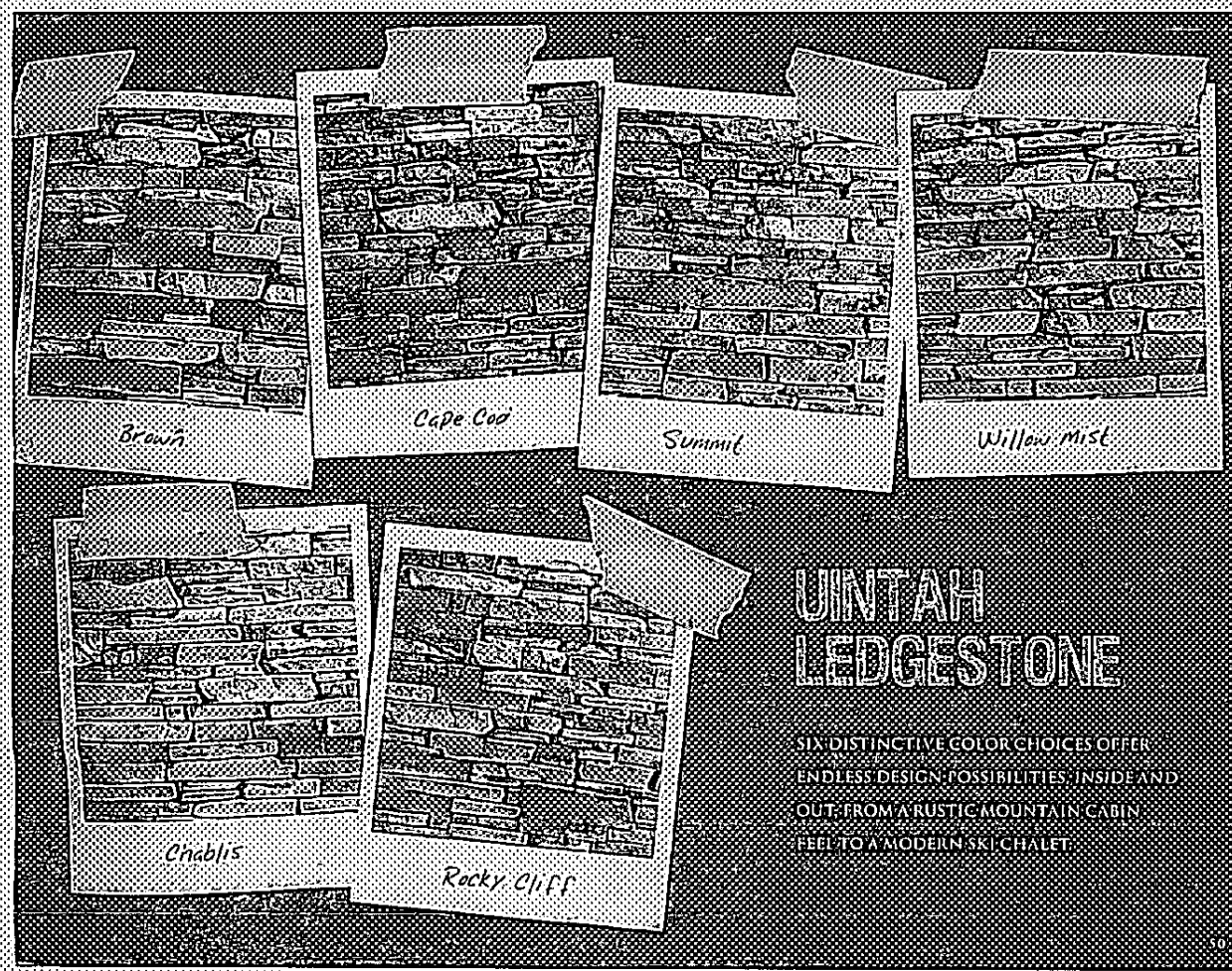
*Madeleine*

*Veranda*

*Arcadian*

*La Bella*

*La Bella Ridgestone*



# UINTAH LEDGESTONE

SIX DISTINCTIVE COLOR CHOICES OFFER  
ENDLESS DESIGN POSSIBILITIES, INSIDE AND  
OUT, FROM A RUSTIC MOUNTAIN CABIN  
FEEL TO A MODERN SKI CHALET.

*Brown*

*Cape Cod*

*Summit*

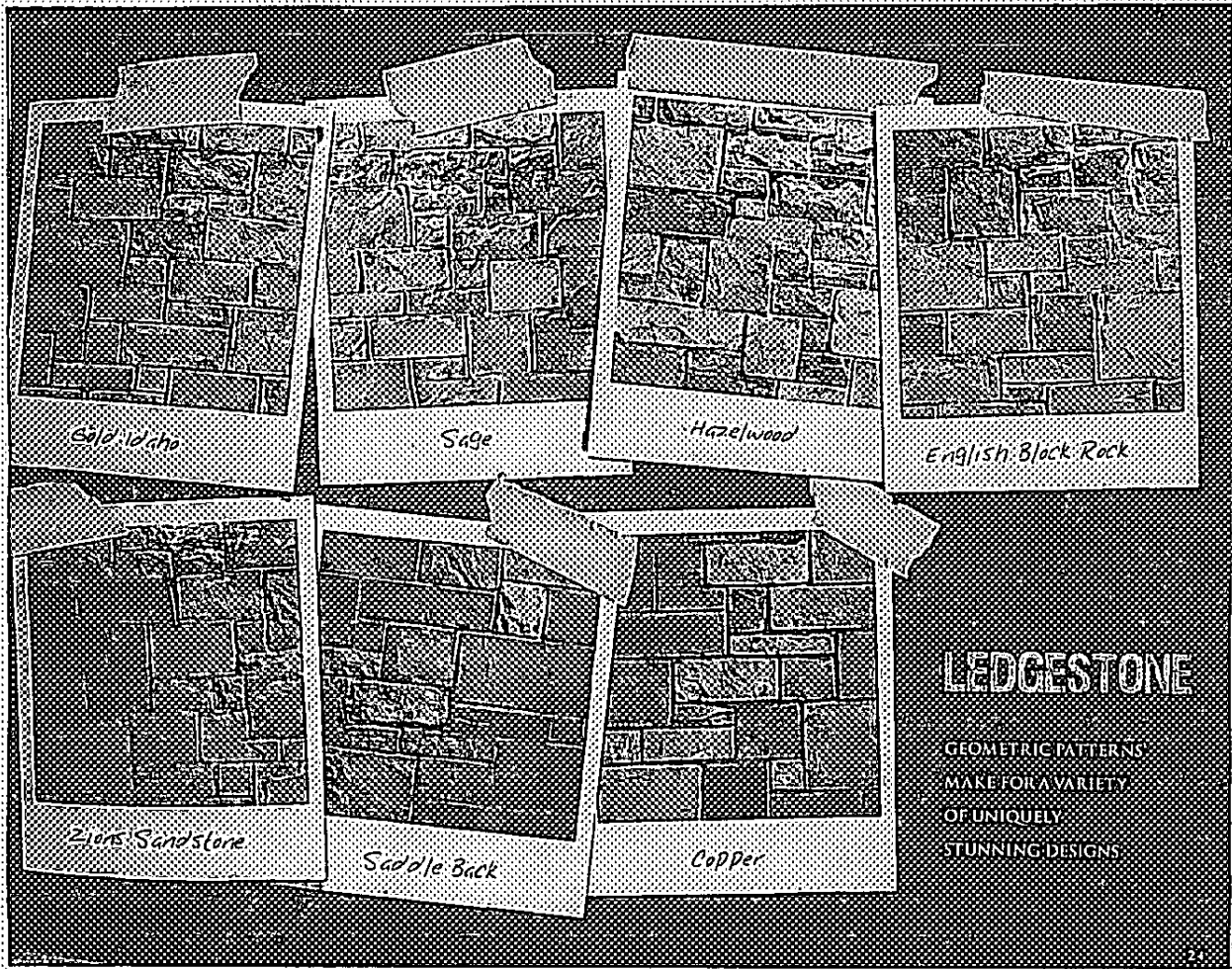
*Willow Mist*

*Chablis*

*Rocky Cliff*

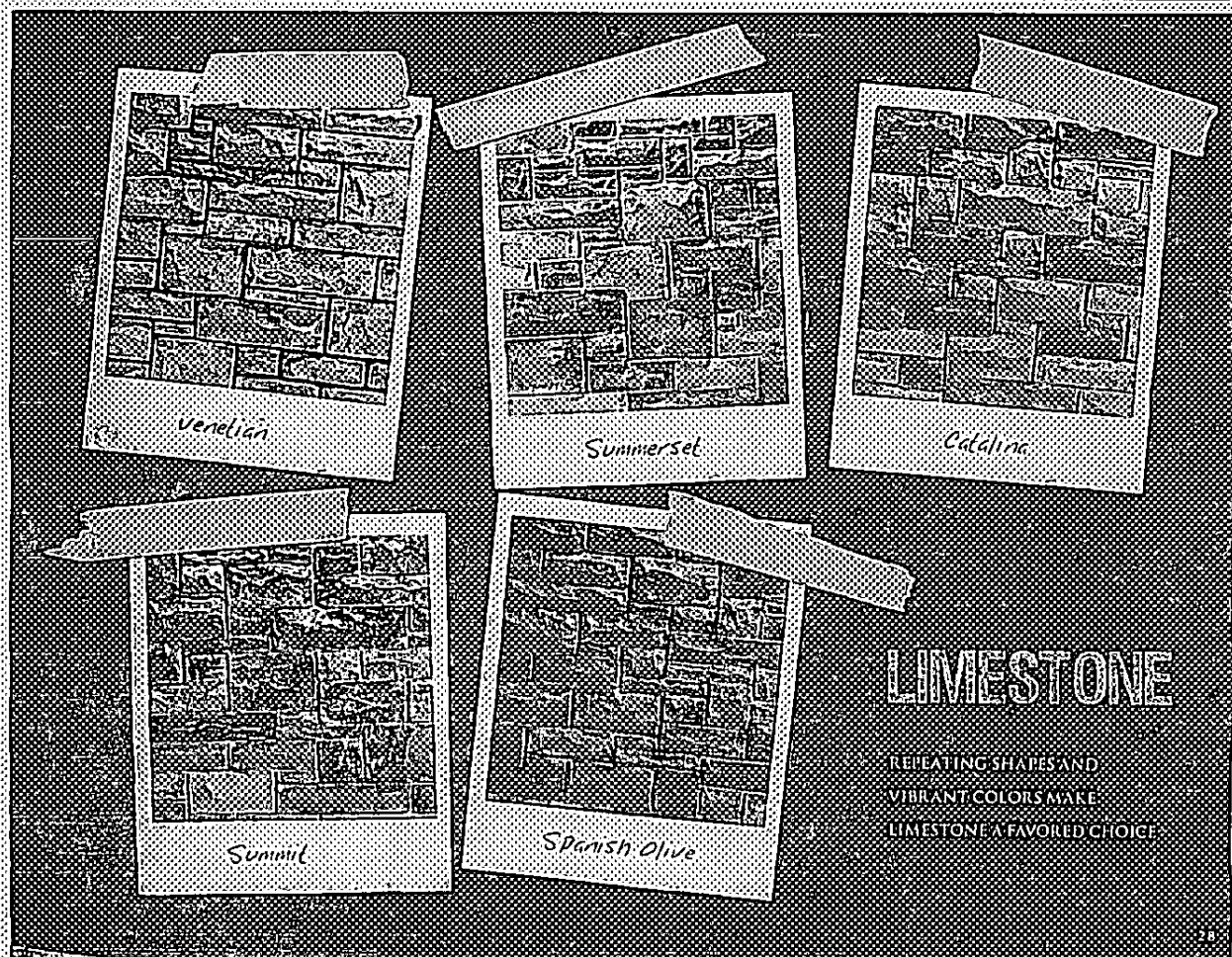
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CO-RECORDED





## LEDGESTONE

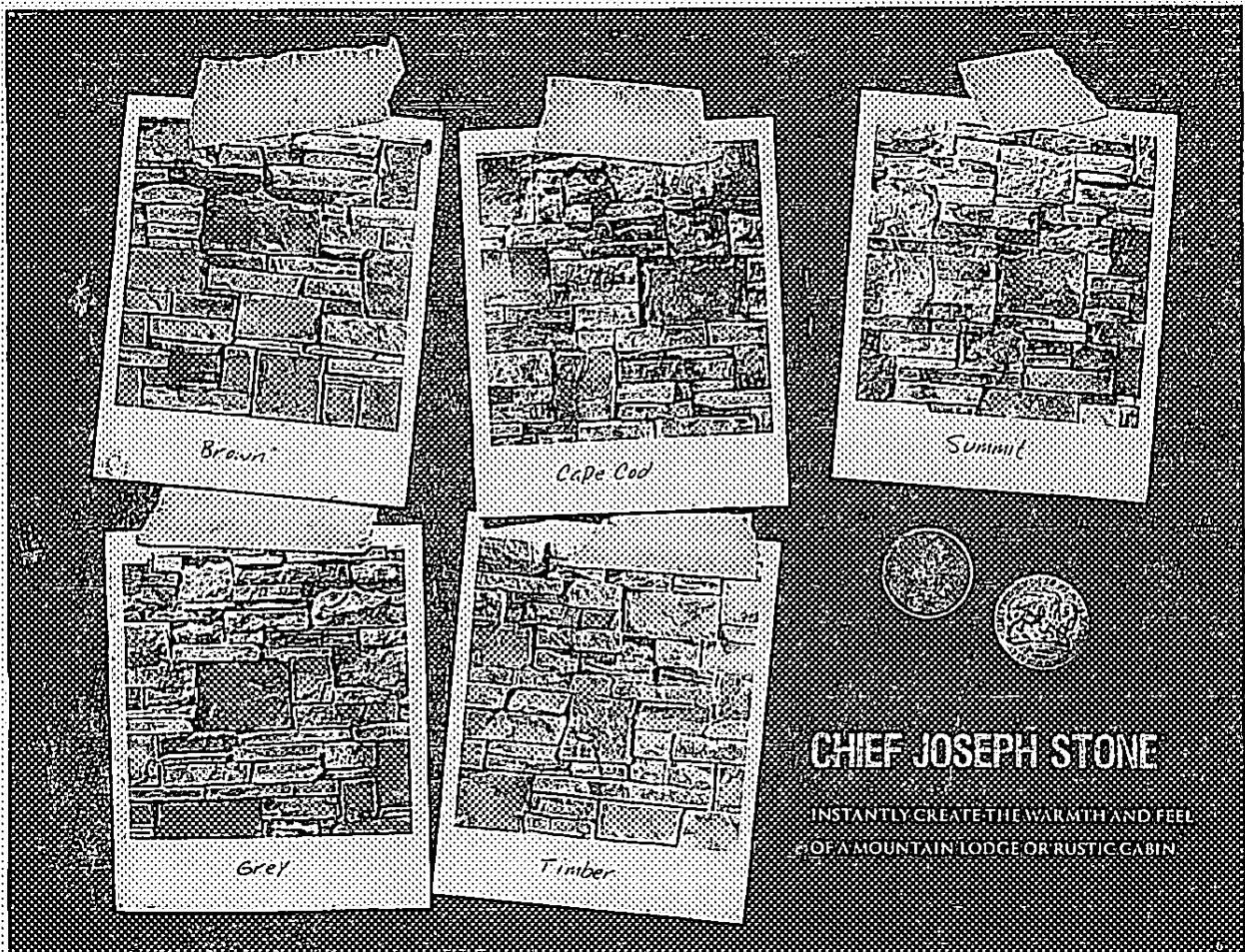
GEOMETRIC PATTERNS  
MAKE FOR A VARIETY  
OF UNIQUELY  
STUNNING DESIGNS



## LIMESTONE

REPLICATING SHAPES AND  
VIBRANT COLORS MAKE  
LIMESTONE A FAVORED CHOICE

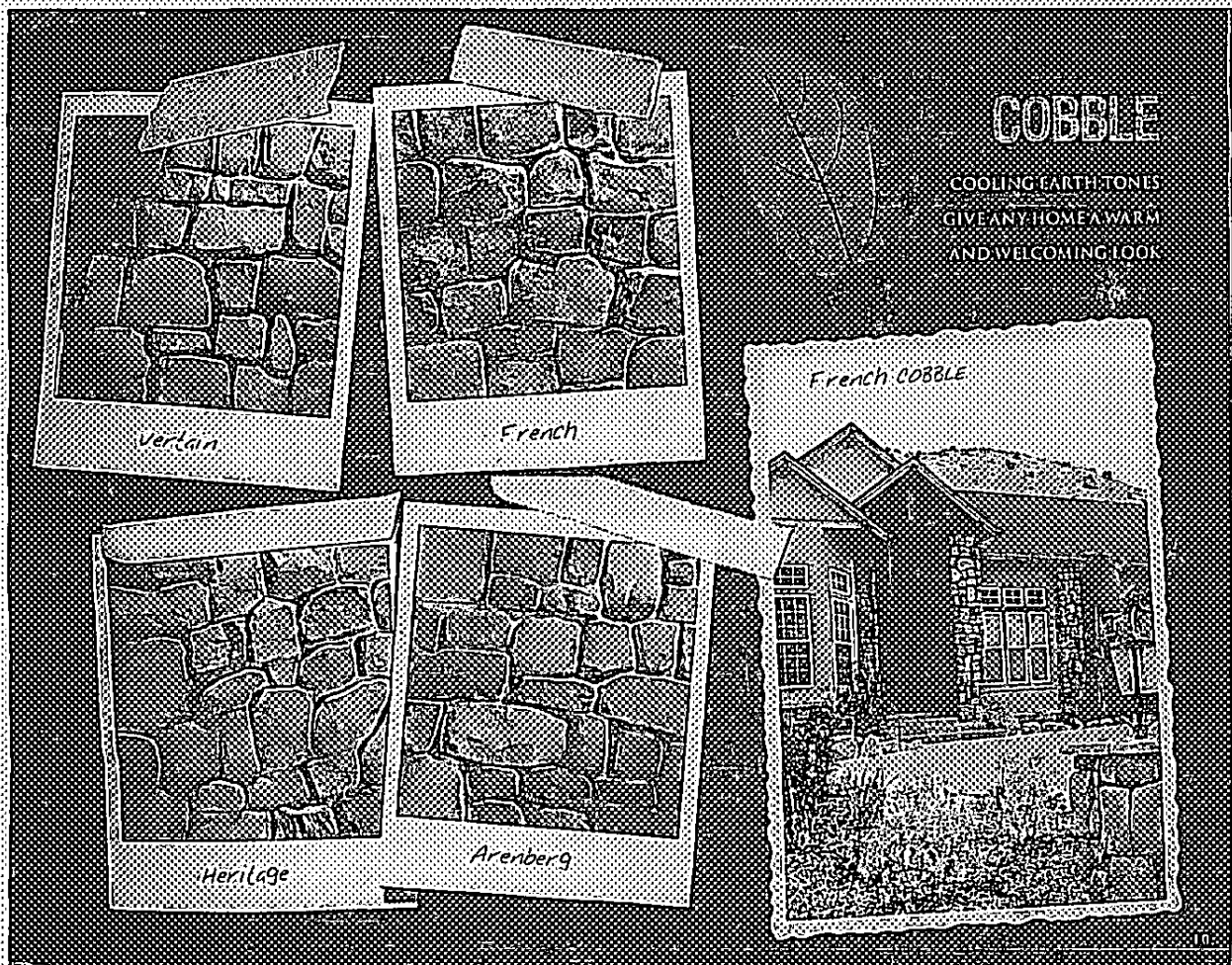
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CO. RECORDER



### CHIEF JOSEPH STONE

INSTANTLY CREATE THE WARMTH AND FEEL  
OF A MOUNTAIN LODGE OR RUSTIC CABIN

HIGHLIGHTED AREA POOR COPY  
CO. RECORDER



### COBBLE

COOLING EARTH TONES  
GIVE ANY HOME A WARM  
AND WELCOMING LOOK