

Ent 155711 BK 374 pg 1747

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR AND RESPECTING**

**RIVERSTONE TOWNHOMES Phase 2**

THIS Declaration is made as of the date hereinafter set forth by Riverstone Townhomes, LLC, hereinafter referred to as “Declarant”.

**RECITALS:**

WHEREAS, Declarant is the owner of certain real property in Morgan County, State of Utah (the “Property”), described in the attached Exhibit “A”.

NOW THEREFORE, the Declarant in order to further preserve and maintain the integrity, design, architecture, and aesthetics of RIVERSTONE TOWNHOMES Phase 2 (“Riverstone Townhomes”), hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, and restrictions, which shall run with such 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 each owner thereof.

**ARTICLE I**

**PROPERTY RIGHTS IN COMMON AREAS**

1.1 **DESCRIPTION OF COMMON AREAS:** The Common Areas shall include those areas designated as such on the Plats, including, but not limited to, all common landscaped areas, retention basins, private roads and sidewalks, and perimeter fencing; any utility pipes, lines or systems serving more than one lot; and, in general all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing (“Common Areas”).

1.2 **LIMITED COMMON AREA:** Limited Common Area shall mean those Common Areas designated on the Plat as reserved for the use of a certain Lot or Lots to the exclusion of the other Lots. Limited Common Area may not be partitioned from the Lot to which it is appurtenant. The following items if designated to serve a single Lot or Unit are Limited Common Areas allocated exclusively to a Lot or Unit: a private garden or planting area, shutter, awning, window boxes, doorstep, stoop, porch, balcony, patio, exterior doors, exterior windows, driveways, and walkways. Limited Common Area may also include a front, side, and/or rear yard area if designated as such on the Plat. Such right of exclusive use shall automatically accompany the transfer of the Lot to which it is appurtenant.

1.3 **TITLE TO COMMON AREAS:** The Common Areas are owned in common by all Owners, with legal title in the name of the Association. No Owner may bring an action for partition thereof except upon termination of this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant undivided interest therein of the Owner’s Lot.

1.4 **OWNER’S EASEMENTS OF ENJOYMENT:** Subject to the provisions of this article, every owner and his/her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and pass with the title to every lot.

1.5 **EXTENT OF OWNERS' RIGHTS:** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) **Easements:** The Association holds the following easements over, under, and upon the Common Areas, Limited Common Areas, and Property:

(i) An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water, and other utility and communication lines and services and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair, and use of Common Areas, including common facilities thereon.

(iii) An easement for the purpose of making repairs to any existing structures on Common Areas. The Association may and, to the extent required by law, shall grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communication companies serving the Property.

(b) **Use of Common Areas:** The Common Areas shall not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas. Except as otherwise provided in this Declaration, the Common Areas shall be reserved, for the use and enjoyment of all Owners and no private use may be made of the Common Areas. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the subdivision or identifying items of interest, provided such signs are approved by the Architectural Review Committee (the "ARC") and comply with any applicable Morgan City sign ordinance. The Board of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

(c) **Alienation of Common Areas:** The Association may not by act or omission seek to abandon, partition, subdivide, or encumber the Common Areas owned indirectly by the Association for the benefit of the Lots unless the holders of at least seventy-five percent (75%) of the Association voting members have given their prior written approval. This provision shall not apply to the easements described in Section 1.4(a) above.

(d) **Limitations on Use:** Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

(i) The right of the Association to suspend such use rights of an Owner to the extent provided in Article 9 below.

(ii) The right of the Association to adopt, amend, and repeal rules and regulations in accordance with this Declaration.

1.6 DELEGATION OF USE: Any Owner may delegate, in accordance with the Bylaws of the Association, his/her right of enjoyment in the Common Areas to the members of his/her family and to tenants or contract purchasers who reside on the Property.

ARTICLE II  
PROPERTY RIGHTS IN UNITS

2.1 LOT/UNIT: "Lot" or "Unit" shall mean a portion of the Property which is a legally described tract or parcel of land which is designated a Lot or Unit on any recorded subdivision plat relating to the Property, and including any improvements thereon, except the Common Areas.

2.2 USE AND OCCUPANCY: The Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with, the restrictions contained in Article 4 below, and all other provisions of this Declaration for the mutual benefit of all Owners.

2.3 UTILITY EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on the recorded plats. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which, may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE III  
RIGHTS RESERVED BY DEVELOPER

3.1 DEVELOPER: As used in this Declaration and the Bylaws, the "Developer" shall mean and refer to Riverstone Townhomes, LLC, its successors, and assigns.

3.2 EASEMENTS AND RIGHT OF WAYS: Anything contrary notwithstanding, Developer, its employees, agents, representatives, contractors and their subcontractors and employees, has an easement and right of way on, over, and across all or any part of the: (1) streets for vehicular and pedestrian ingress to and from any part of the property, or any adjacent real property owned by Developer; (2) Common Area and utility easements, on, over, under all Lots and Common Areas as provided on any recorded subdivision plat of the Property for installation, use, maintenance, and repair of all lines, wires, pipes, pumps, water well, facilities, and other things necessary for all such services, provided that any installation, use, maintenance, or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and (3) Common Areas, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area, where applicable for (i) Construction, excavation, grading, landscaping, parking, and/or storage; (ii) maintenance and operation of a sales office and model unit for sales purposes; (iii) the showing to potential purchasers of any unsold Lot, model home, or improvements within the Property; (iv) display of signs to aid in the sale of any unsold Lots, or all or part of the Project; and (v) construction, operations, and maintenance of all or any portion of any Common Area by Developer.

3.3 WATER RIGHTS: Developer and its employees maintain all water rights over, upon, or under or appurtenant to the Property.

3.4 EXPAND, CREATE, AND MODIFY PLAT: The Developer, its employees, agents, and representatives hereby reserve the right and option at any time and from time to time prior to the Class B conversion date to (i) expand the Project at any time within the limits herein prescribed; (ii) create Lots or parcels subject to the requirements of the zoning ordinance; (iii) add or amend an additional plat and file and record the same in the records of the Morgan County Recorder's Office.

3.5 TERMINATION OF DEVELOPER RIGHTS: The rights hereby reserved to the Developer under this Section 3.5 shall terminate upon the conveyance of the last Lot owned by the Developer to a Class A Member or Members.

ARTICLE IV  
RESTRICTIONS ON USE OF RESIDENTIAL LOTS AND COMMON AREAS

4.1 DETACHED STRUCTURES PROHIBITED: No detached structures shall be erected or permitted to remain on any Lot.

4.2 USE: Units shall only be used for single-family residential purposes. Except with the consent of the Board of the Association, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental (subject to the restrictions herein) or sale of a Residence, (b) the right of any contractor to make or construct improvements to a home on any Lot, to store construction materials and equipment on such Lots (subject to Section 4.11) in the normal course of construction, and (c) the right of the Owner of a Lot to maintain his/her professional personal library, keep his/her personal business or professional records or accounts, handle his/her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his/her home. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable Morgan City ordinances.

4.3 OFFENSIVE OR UNLAWFUL ACTIVITIES: No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed upon any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4.4 ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept, or permitted within any Lot other than a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. All outdoor pet enclosures must

be approved by the ARC and the Association Board and will not be visible from the street. An Owner or resident may be required to remove a pet upon receipt of the third notice in writing from the Association Board of violations of any rule, regulation, or restriction governing pets within the Property.

4.5 **MAINTENANCE OF STRUCTURES AND GROUNDS:** Each Owner shall maintain the Owner's respective Lot and Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Improvements shall mean and refer to every improvement of any kind, including, without limitation, fences, walls, driveways, or other product of construction efforts on or in respect to any property within The Riverstone Townhomes, including any alteration or reconstruction thereof (the "Improvements"). Such maintenance shall include, without limitation, painting, repair, replacement, and care for roofs, gutters, downspouts, exterior building surfaces, walks, and other exterior improvements, and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval by the ARC. In addition, each Owner shall keep all shrubs, trees, grass, and plantings of every kind on his/her Lot neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. If not regularly completed in accordance with the rules and regulations of the Association, the Association may enter the Lot, remove the trash, weeds, or other unsightly material and assess the cost against the Owner of the Lot, including vacant Lots or Lots under construction. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.6 **PARKING:** No parking shall be allowed at any time on any street, except for a specific social event at a residence, but in no case longer than twelve (12) hours. The parking of boats, trailers, motorcycles, trucks, mobile homes, campers, or other recreational vehicles or equipment, regardless of weight, and parking of any other vehicles in excess of one (1) ton in weight shall not be allowed on any part of the Property nor on public streets adjacent thereto for more than six (6) hours or such other period as may be permitted by the Association's Rules and Regulations, excepting only within areas designated for such purposes by the Board of the Association or within the confines of an enclosed garage or screened area on a Lot, the plans of which shall have been reviewed and approved by the ARC prior to construction, and no portion of the same may project beyond the screened area.

4.7 **VEHICLES IN DISREPAIR:** No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Areas or on any street for more than twenty-four (24) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

4.8 **SIGNS:** No signs shall be erected or maintained on any Lot except that one temporary sign not exceeding three (3) feet by five (5) feet in size, advertising the specific Lot for sale or rent or a construction sign may be displayed on the premises affected. The restrictions contained in this shall not prohibit the temporary placement of political signs on any Lot by any Owner. No sign shall be erected or maintained for more than three (3) months upon any Lot.

4.9 **RUBBISH AND TRASH:** No Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in

appropriate sanitary containers for proper disposal. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, Common Areas, or on any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings, or any such materials from any Lot, any streets or Common Areas where deposited by him within two (2) days following the date on which notice is mailed to him by the Board of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

4.10 LICENSED CONTRACTORS: Unless waived in writing by the ARC, all dwellings and Improvements shall be constructed using a licensed general contractor approved by the ARC.

4.11 Omitted.

4.12 LANDSCAPING: All landscaping must be approved by the ARC. Landscaping must be completed (front, rear, and side yards and any adjacent open spaces) as a condition of the final inspection for each Lot. Roof drainage pipe must also be installed as per the approved preliminary landscape plan and construction drawings. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the ARC and such approval may not be unreasonably withheld.

4.13 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

4.14 FENCES: All fences shall strictly comply with applicable ordinances of Morgan City and shall be approved by the ARC. Fences shall not exceed height or location allowed by Morgan City Code. No fences shall have a gate opening onto or granting any access, ingress or egress to property outside the Project, unless prior written approval is granted by the ARC. Fences installed by the Declarant, Morgan City or another public agency, or the Association on or along property owned by the City or the Association shall not be altered or modified by any Owner or Occupant in any manner other than for routine maintenance (including painting, repair, or replacement).

4.15 SERVICE-FACILITIES: Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

4.16 EXTERIOR LIGHTING OR NOISE-MAKING DEVICES: Except with the consent of the ARC, no exterior lighting or noise-making devices shall be installed or maintained on any Lot, other than security and fire alarms, and house accent or landscaping lighting.

4.17 MAXIMUM HEIGHT AND SETBACK REQUIREMENTS: Subject to any variance granted by both the ARC and Morgan City, each Lot shall be subject to the maximum height and setback requirements as established by Morgan City zoning ordinances and the Design Guidelines adopted by the ARC.

4.18 PEST CONTROL: No Owner shall permit anything or condition to exist upon any portion of the Property which shall induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

4.19 GRADES SLOPES AND DRAINAGE: Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes, and courses related thereto over any Lot or Common Area without the express written permission of the ARC, and then only to the extent and in the manner specifically approved. No structure, plantings, or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion, or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

4.20 Omitted.

4.21 ASSOCIATION RULES AND REGULATIONS: In addition, the Association, through the ARC, from time to time, may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the Association Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery. Association rules and regulations may be modified, amended, or revoked through the Board without the vote of the membership, but must not be inconsistent with this Declaration or the Bylaws.

4.22 DIVISION OF LOTS: No division of any Lot shall occur without the written consent of the ARC and the Association's Board.

4.23 SATELLITE DISHES AND ANTENNAS: All satellite dishes and television antennas must be placed within the enclosed area of the home or garage. All exceptions must be approved in writing by the ARC. The ARC will in its sole discretion approve, upon written application, small digital satellite dishes that are not visible from the street.

ARTICLE V  
ARCHITECTURAL REVIEW COMMITTEE

OBJECTIVE

THE ESSENCE OF THIS COMMITTEE SHALL BE TO CREATE AND MAINTAIN A HIGH STANDARD OF CONSTRUCTION AND AESTHETICS FOR THE PROTECTION OF ALL THE HOMEOWNERS OF THIS DEVELOPMENT.

5.1 ARCHITECTURAL REVIEW: No building, improvement, addition, or landscaping shall be commenced, erected, placed, installed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the building, improvement, addition, or landscaping have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and landscapes and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. The ARC is not responsible for determining compliance with structural and building codes, zoning codes, or other governmental regulations, all of which are the responsibility of the Owner. All improvements shall be in conformance with Morgan City Code and this Declaration. When standards

of Morgan City Code and this Declaration vary, the most restrictive shall apply. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the ARC. In all cases in which the ARC consent is required by this Declaration, the provisions of this Article shall apply.

5.2 COMMITTEE DECISION: The ARC shall render its decision with respect to the construction proposal within ninety (90) days. Any proposal application is not deemed submitted until: (1) all documents and plans pertaining to the proposal have been given to the ARC, and (2) the applicant has received written acknowledgement of receipt by a member of the ARC. The date stated on the ARC's written acknowledgment shall begin the timeframe for the review and decision. In the event the ARC fails to render its approval or disapproval within the ninety (90) day period, or if no suit to enforce this Declaration has been commenced within one (1) year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

5.3 Omitted.

5.4 COMMITTEE DISCRETION: The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Riverstone Townhomes. Considerations such as shape, size, color, design, height, solar access, impairment of the view from other Lots within Riverstone Townhomes or other effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the ARC reasonably believes to be relevant, may be taken into account by the ARC in determining whether or not to consent to any proposed work.

5.5 MEMBERSHIP, APPOINTMENT AND REMOVAL: The ARC shall consist of as many persons, but not less than three, as the Board may from time to time appoint. The Board may remove any member of the ARC from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the ARC. In the event that the Board fails to appoint an ARC, the Board shall serve as the ARC.

5.6 MAJORITY ACTION: Except as otherwise provided in this Declaration, 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 members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

5.7 LIABILITY: Neither the ARC nor any member thereof shall be liable to any Owner, occupant, builder, or developer 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, acted in good faith.

5.8 NONWAIVER: Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.



**5.9 COMMITTEE APPROVAL:** Once the ARC approves an application, the AR's decision shall be forwarded to the Board for its consent, subject to the time limitations required in Section 5.2 above. If the Board approves of the ARC's decision, the ARC shall then notify the applicant.

**5.10 EFFECTIVE PERIOD OF CONSENT:** The ARC's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

**5.11 ESTOPPEL CERTIFICATE:** Within thirty (30) working days after written request is delivered to the ARC by any 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 an estoppel certificate executed by a member of the ARC and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply, in which event the certificate shall also identify the non-complying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgage or other encumbrance, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between the ARC, the Board, the Association, and all Owners, and such purchaser or mortgagee.

## ARTICLE VI ASSOCIATION

An association of all of the Owners within Riverstone Townhomes was lawfully organized as a Utah non-profit corporation under the name "Riverstone Townhomes Homeowners Association, Inc." The Association has such property, powers, and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein. As more fully described in this Declaration and the Bylaws, the Association shall be governed by a Board, each member of which shall be a Lot owner and member of the Association.

**6.1 ORGANIZATION:** The Association was organized and created as a nonprofit corporation under the general nonprofit corporation laws of the State of Utah. 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. In that event 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, and 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 of the Association as if they had been made to constitute the governing documents of the unincorporated association. The management and maintenance of Riverstone Townhomes and the administration of the affairs of the Association shall be conducted by a Board.

**6.2 MEMBERSHIP:** Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one (1) or more Lots within the Property, be a member of the Association. Such

membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.3 **VOTING RIGHTS:** The Association shall have two classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate class may otherwise be provided in the Articles of Incorporation, Bylaws, or in this Declaration.

(a) **Class A Members.** Class A Members shall be Owners with the exception of the Developer during the entire period when the Developer is a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot that Member owns. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

(b) **Class B Members.** The sole Class B Member shall be the Developer, who shall be entitled to five (5) votes for each Lot owned by the Developer. Class B membership shall cease and be converted automatically to Class A membership when Developer conveys the last Lot Developer owns to a new Class A Member or Members.

6.4 **GENERAL POWERS AND OBLIGATIONS:** The Association shall have, exercise and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration.
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah,
- (c) The powers, duties, and obligations of a homeowner's association pursuant to the Utah Community Association Act, or any successor thereto.
- (d) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.5 **SPECIFIC POWERS AND DUTIES:** The powers and duties of the Association shall include, without limitation, the, following:

- (a) **Maintenance and Services:** The Association shall provide maintenance and services for the Property as provided in Article 7 and other provisions of this Declaration.
- (b) **Insurance:** The Association shall obtain and maintain enforce policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no

obligation to obtain or maintain any insurance covering the personal property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal property insurance.

(c) Rulemaking: The Association shall make, establish, promulgate, amend, and repeal Rules and Regulations as provided in Section 4.22 of this Declaration.

(d) Assessments: The Association shall adopt budgets and impose and collect Assessments as provided in Article 8 of this Declaration.

(e) Enforcement: The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations adopted by the Association, including, without limitation, enforcement of the decisions of the ARC.

(f) Employment of Agents, Advisers, and Contractors: The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, accountants, recreational experts, architects, planners, lawyers, or what is convenient for the management, maintenance, and operation of the Property.

(g) Borrow Money, Hold Title and Make Conveyances: The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas, subject to Section 1.4(c) above, and encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to, and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements across all or any portion of the Common Areas and shall accept any real or personal property, leasehold; or other property interests within Riverstone Townhomes that was conveyed to the Association by its developer.

(h) Transfer, Dedication And Encumbrance Of Common Areas: Except as otherwise provided in Section 1.4(c) above, the Association may sell, transfer, or encumber all of any portion of the Common Areas to a person, firm, or entity, whether public or private, and dedicate or transfer all or any portion of the Common Areas to any public agency, authority, or utility for public purposes.

(i) Create Classes Of Service And Make Appropriate Charges: The Association may, in its sole discretion, create various classes of service and make appropriate Individual Assessments or charges therefore to the users thereof, and avail itself of any rights granted by law, without being required to render such services to those of its members who do not assent to such charges and to such other Rules and Regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service upon nonpayment or to eliminate such service for which there is no demand or adequate funds to maintain the same.

6.6 LIABILITY: A member of the Board or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his/her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any

officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

ARTICLE VII  
MAINTENANCE

7.1 MAINTENANCE AND LIGHTING OF COMMON AREAS: The Association shall provide exterior lighting for and perform all maintenance upon the Common Areas, including but not limited to grass, trees, walks, private roads, entrance gates, street lighting, and walkways unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in a safe condition to at least applicable Morgan City standards and in a good and workmanlike manner such areas are intended.

7.2 MAINTENANCE OF UTILITIES: The Association shall perform or contract to perform maintenance of all private utilities within Common Areas, or private streets, such as sanitary sewer service lines, domestic water service lines and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Each Owner shall be responsible for maintaining utility lines within his/her Lot.

7.3 SERVICES: The Association shall provide or contract for such services as the Board may reasonably deem to be of benefit to the Property, including, without limitation, snow removal, garbage and trash removal for Common Areas, and security services.

ARTICLE VIII  
ASSESSMENTS

8.1 PURPOSE OF ASSESSMENTS: Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of Riverstone Townhomes and for the improvement, operation, and maintenance of the Common Areas.

8.2 TYPES OF ASSESSMENTS: The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, Individual Assessments, and an Initial Setup Assessment all as more particularly described below.

8.3 APPORTIONMENT OF ASSESSMENTS: Lots owned by the Developer, Riverstone Townhomes LLC, shall not be subject to Assessments. All other Lots shall pay a pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments commencing upon the date such 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 Lots subject to Assessment. Apportionment shall be based upon the Lots on the original plat and any Lot properly added thereto. Where an Owner owns more than one (1) Lot, the apportioned assessments shall be paid on each Lot owned.

8.4 **ANNUAL ASSESSMENTS**: The Board of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessments and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 8.10 below. Annual Assessments for such operating expenses and reserves ("Annual Assessments") shall then be apportioned among the Lots as provided in Section 8.3 above. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

8.5 **SPECIAL ASSESSMENTS**: In addition to the Annual Assessment authorized above, the Board may levy during any fiscal year a Special Assessment ("Special Assessment"), applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be apportioned as provided in Section 8.3 above and may be payable in lump sum or in installments, with or without interest or

8.6 **EMERGENCY ASSESSMENTS**: 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 of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, notes as to the reason therefore, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Any Emergency Assessment which in the aggregate in any fiscal year would exceed an amount equal to five percent (5%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Emergency Assessments shall be apportioned as set forth in Section 8.3 above and payable as determined by the Board.

8.7 **INDIVIDUAL ASSESSMENTS**: Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments include, without limitation, charges for services provided under Section 6.5. Individual Assessments shall also include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lots or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board, Individual Assessments shall be due thirty (30) days after the Board has given written notice thereof to the Owners subject to the Individual Assessments.

8.8 **INITIAL SETUP ASSESSMENT**: Each Owner shall be required to prepay at the time of purchase of his/her Lot, whether as a first time or subsequent Owner, a sum of Five Hundred Dollars (\$500.00), which sum shall be in addition to any proration of Assessment which may be due

for the month in which such purchase takes place. Such fees shall become part of the Association's Operations Fund to be utilized as deemed appropriate by the Association.

8.9 **OPERATIONS FUND:** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 8.10, separate and apart from its other funds, in an account to be known as the ("Operations Fund"). The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

- (a) Payment of the cost of maintenance, utilities, and services as described in Article 7.
- (b) Payment of the cost of insurance as described in the Bylaws of the Association.
- (c) Payment of taxes assessed against the Common Areas and any improvements
- (d) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

8.10 **RESERVE FUND:** The Association shall establish a reserve fund for replacement of those items to be maintained by the Association all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years ("Reserve Fund"). Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established. The Assessments under this section begin accruing against each Lot from the date the first Lot in the Property is conveyed. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The Reserve Fund shall be used only for replacement of common property as determined by the Board and shall be kept separate from the Operations Fund. The Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments, Special Assessments or Emergency Assessments. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments for the Reserve Fund may be reduced, eliminated, or decreased by an affirmative vote of not less than sixty-seven percent (67%) of the voting power of the Association. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

8.11 **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:** Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Article 9, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the

Owner. of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below.

ARTICLE IX  
ENFORCEMENT

9.1 USE OF COMMON AREAS: In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association, or other rules adopted by the Association governing the use of the Common Areas, then the Association, acting through its Board, shall notify the Owner in writing that the violations exist and that he/ she is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend his/her voting rights and rights to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the Maintenance Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner access to and from his/her Lot.

9.2 NONQUALIFYING IMPROVEMENTS AND VIOLATION OF GENERAL PROTECTIVE COVENANTS: In the event any Owner constructs or permits to be constructed on his/her Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his/her Lot, then the Association acting through its Board shall notify the Owner(s) in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his/her Lot, the Improvements thereon and his/her use thereof, into conformance with this Declaration at the Owner's sole expense. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within thirty (30) days of written notice to the Owner, then the Association acting through its Board, shall have the right to do any or all of the following:

9.3 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN: If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest, from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owners voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his/her Lot.

(b) The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is

delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the Morgan County Recorder's Office against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney's fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time and in the manner allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Owner is leasing his/her Lot or any portion thereof, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(e) The Association shall have any other remedy available to it by law or in equity.

9.4 **SUBORDINATION OF LIEN TO MORTGAGES:** The Lien arising from the assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

9.5 **INTEREST, EXPENSES, AND ATTORNEY'S FEES:** Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. In addition, a late fee may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of the Association. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report and any and all attorney's fees.



9.6 NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES: An election by the Association to pursue any remedy provided for in violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

## ARTICLE X MORTGAGEES

10.1 REIMBURSEMENT OF FIRST MORTGAGEES: First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

10.2 RIGHT OF FIRST MORTGAGEES RELATING TO MAINTENANCE: At any time that the Common Areas are not maintained or repaired by the Association to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the record mortgagee, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner of the Lot as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one (1) year following the date of such notice. During this one-year period, the Association shall give notice of all regular and special meetings to both the Owner and the mortgagee, and the Owner may attend such meetings as an observer. Notice from the mortgagee under this section shall quote this Section 10.2 and shall be sent postage prepaid by certified United States mail, return receipt requested, to the Owner with a copy by regular mail to the Association at the last known address of each.

## ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 AMENDMENT AND REPEAL: This Declaration or any provision there to as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of the Owners holding not less than sixty-seven percent (67%) of the voting right in the Association. Any such amendment or repeal shall become effective only upon the recordation in the Morgan County Recorder's Office, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments, or repeal so approved and certifying that said amendment, amendments, or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owner of the affected Lot consents to the amendment. To the extent any amendment relates to the preservation or maintenance of the Common Areas or private utility lines, or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by Morgan City.

11.2 **DURATION**: This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the owners thereof for an initial period of twenty (20) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the owner, thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent, or other action whatsoever, provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the voting right, in the Association. Any such termination shall become effective only if (a) a certificate of the president or secretary of the Association, certifying that termination as of a specified terminate date has been approved in the manner required herein, is duly acknowledged and recorded in the Morgan County Recorder's Office not less than six (6) months prior to the intended termination date, and (b) prior to the intended termination date, such termination has been approved by an order or resolution of Morgan City and a copy of which shall have been recorded in the Morgan County Recorder's Office. Such termination shall not have the effect of denying any Owner access to his/her Lot unless such Owner and any mortgagee of such Lot have consented in writing to the termination.

11.3 **JOINT OWNERS**: In any case in which two (2) or more persons share ownership of any Lot, regardless of the form or ownership, the responsibility of such persons to comply with this Declaration shall be joint and several and the act or consent of any one (1) 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 Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consent given with respect to such matter.

11.4 **LESSEES AND OTHER INVITEES**: Lessees, invitees, contractors, family members, and other persons entering the Property under right derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvements, or enjoyment of his/her 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 himself/herself.

11.5 **NONWAIVER**: Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.6 **GOVERNING DOCUMENT CONFLICTS**: If this Declaration conflicts in any way with the Association's Bylaws, Articles of Incorporation, or any rules and regulations, this Declaration shall prevail.

11.7 **CONSTRUCTION, SEVERABILITY, NUMBER, CAPTIONS**: This Declaration shall be liberally construed to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and

severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision

As used herein, the singular shall include the plural and the plural the singular, and 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.

*\*\*Signatures on the following page\*\**

IN WITNESS WHEREOF, the Association adopted this Declaration of Covenants, Conditions, and Restrictions for and respecting Riverstone Townhomes phase 2 the 25 day of February 2021.

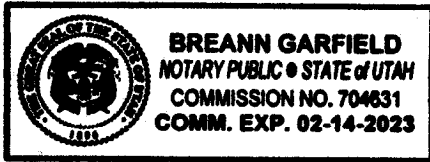
Riverstone Townhomes, LLC



By: Cole Rowser  
Its: Manager

STATE OF UTAH            }  
  SS  
COUNTY OF MORGAN    }

On this 25<sup>th</sup> day of February, 2021, personally appeared before me, Cole Rowser, Manager, of Riverstone Townhomes, LLC and satisfactorily proved to me to be the signer of the above instrument, who duly acknowledged to me that he executed the same for Riverstone Townhomes, LLC.



Breann Garfield  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PROPOSED RIVERSTONE TOWNHOMES PHASE 2**

Part of the Northeast Quarter of Section 35, Township 4 North, Range 2 East, Salt Lake Base and Meridian, U.S. SURVEY, described as follows: Beginning at a point on the Westerly right of way line of 100 West Street, said point being North 89°58'33" West 509.01 feet and South 00°01'27" West 1175.35 feet from the Northeast corner of Section 35; thence South 20°39'39" East along the Westerly right of way line of 100 West Street, 340.33 feet to the Northerly line of Riverstone Townhomes Phase 1; thence South 69°20'21" West along said Northerly line, 145.26 feet; thence North 20°46'51" West 340.33 feet, thence North 69°20'21" East 145.97 feet to the point of beginning.

PART OF: ~~00-0004-0921, 04-174~~

04-174-10

00-0088-1289