

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CENTERVILLE RIVIERA TOWNHOUSE PHASE II P.U.D.

THIS DECLARATION, made on the date hereinafter set forth,
by JPC Construction, Inc., hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS Declarant is the owner of certain property in
Centerville, County of Davis, State of Utah, which is more
particularly described as:

Units 1 through 30 inclusive of the RIVIERA TOWNHOUSES PHASE
II, A PLANNED UNIT DEVELOPMENT as set forth in the dedicated
plat thereof on file and of record in the office of the Davis
County Recorder, in Book 1110, at Page 372.

00030
00030
00030
00030
00030

Together with an easement with rights of ingress and egress,
on, over, and above the following described right of way:
Beginning on the East line of Main Street at a point which is
North 0°06'23" East 645.11 feet along the monument line of
Main Street and North 89°36'33" East 33.00 feet from the
monument marking the centerline intersection of Pages Lane
and said Main Street and running thence North 0°06'23" East
30.00 feet along the East line of said street; thence North
89°36'33" East 147.42 feet; thence South 0°06'23" West 30.00
feet; thence South 89°36'33" West 147.42 feet to the point
of beginning.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants, and conditions
which are for the purpose of protecting the value and desirability
of, and which shall run with, the real property and be binding on
all parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to

-2-

CENTERVILLE RIVIERA TOWNHOUSE PHASE II, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. " Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the area shown on the plat of RIVIERA TOWNHOUSE PLANNED UNIT DEVELOPMENT PHASE II as recorded in the office of the Davis County Recorder on the 8th Day of September, 1980, shown on the legend in plain outline plus the dotted area shown as concrete common ownership, and is so much of the 2.4166 acres as is not included within the areas designated as "Private Ownership", "Yard Private Ownership" and not physically occupied by a residential structure, as the same may be constructed on the land, Declarant reserves the right to file a Modified and Amended Plat at the time construction of such units has been completed.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

-3-

Section 6. "Declarant" shall mean and refer to JPC Construction, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which should be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such

-4-

dedication or transfer is signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall

-5-

cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1995

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

-6-

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be six-hundred dollars (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment

-7-

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The only exception being outlined in RIVIERA TOWNHOUSE PHASE II P.U.D. BY-LAWS ADDENDUM "B", page 3, lines 9 thru 11.

-8-

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to

-9-

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

-10-

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class

-11-

if membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, This together with and subject to the ARTICLES OF INCORPORATION OF CENTERVILLE RIVIERA TOWNHOUSE PHASE II, INC., and BY-LAWS OF CENTERVILLE RIVIERA TOWNHOUSE PHASE II, INC., which have been duly recorded in the State of Utah, County of Davis, on the 16th day of March 1994, and is on file at the County Recorder's Office, (#1103917), in Book 1735, Page 1154.

IN WITNESS WHEREOF, The undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of April, 1994.

JPC CONSTRUCTION, INC.
"Declarant"

by 
Jerry Preston

IN WITNESS WHEREOF, the undersigned holding fee simple title of Lots 1 thru 12 of CENTERVILLE RIVIERA TOWNHOUSE PHASE II, agree to uphold the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions of CENTERVILLE RIVIERA TOWNHOUSE PHASE II P.U.D.

Stanford W.K. Andrews
 by Stanford W.K. Andrews, ^{his Atty in fact} 5-19-94
 LOT 1 Stanford W. K. Andrews Date

Broderick S. Waller 4/12/94
 LOT 2 Broderick S. Waller Date

Julie A. Waller 4/12/94
 LOT 3 Julie A. Waller Date

Douglas A. Greenwood 4-12-94
 LOT 4 Douglas A. Greenwood Date

Cynthia I. Lauder 4-12-94
 LOT 5 Cynthia I. Lauder Date

Stephen B. Benedict 4/12/94
 aka S.B. BENEDICT
 LOT 6 Tamara L. Benedict Date

Tamara L. Benedict 4-12-94
 LOT 7 Tamara L. Benedict Date

Marilyn B. Laraway 5-3-94
 LOT 8 Marilyn B. Laraway Date

Michelene C. White 4-12-94
 LOT 9 Michelene C. White Date

Gregory H. Boarden 4-12-94
 LOT 10 Gregory H. Boarden Date

Tamyra K. Boarden 4-12-94
 LOT 11 Tamyra K. Boarden Date

Lynda R. Alvarez 4-12-94
 LOT 12 Lynda R. Alvarez Date

Jorge L. Alvarez 4-12-94
 LOT 13 Jorge L. Alvarez Date

Lawrence B. Ranck by ^{Shirley K. attorney in fact} Ranck
 Lawrence B. Ranck 1-3-94
 Date

LOT 10 *Warren L. Roundy*, 4-12-94
 Warren L. Roundy Date

Carol M. Roundy, 4-12-94
 Carol M. Roundy Date

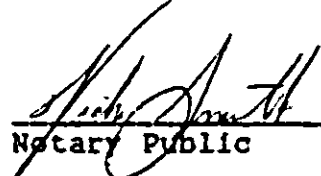
LOT 11 *Jill Townsend*, 4-12-94
 Jill Townsend Date

LOT 12 *Betty J. Merrill*, 4-12-94
 Betty J. Merrill Date

Jack Merrill, 4-12-94
 Jack Merrill Date

STATE OF UTAH)
: 66
COUNTY OF DAVIS)

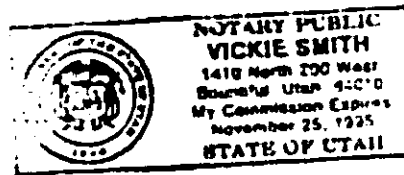
On the 30TH day of April, 1994, personally appeared before me JERRY PRESTON, the owner and president of JPC CONSTRUCTION, INC., the signer of the above instrument who duly acknowledged to me that they executed the same.



Notary Public
Residing Bountiful UT

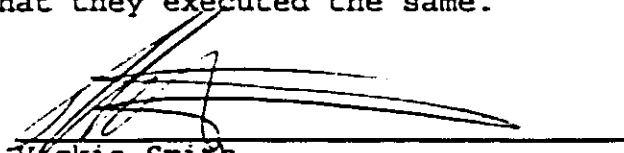
My Commission expires:

11-25-95



STATE OF UTAH)
)
) SS
COUNTY OF DAVIS)

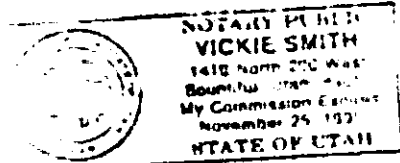
On the 12th day of April, 1994, personally appeared before me BRODERICK S. WALLER, JULIE A. WALLER, DOUGLAS A. GREENWOOD, CYNTHIA I. LAUDER, STEPHEN B. BENEDICT aka S.B.BENEDICT, TAMARA L. BENEDICT, MICHELENE C. WHITE, GREGORY H. BOARDEN, TAMYRA K. BOARDEN, LYNDA R. ALVAREZ, JORGE L. ALVAREZ, WARREN L. ROUNDY, CAROL M. ROUNDY, JILL TOWNSEND, BETTY J. JERRILL AND JACK MERRILL known to me to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same.




Vickie Smith

My Commission Expires: 11-25-95
Residing at: Bountiful, UT

STATE OF UTAH)
)
) SS
COUNTY OF DAVIS)



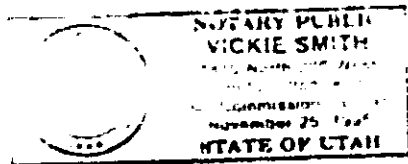
On the 3rd day of May, 1994 personally appeared before me MARILYN B. LARAWAY known to me to be the persons whose names subscribed to the within instrument and acknowledged that she executed the same.



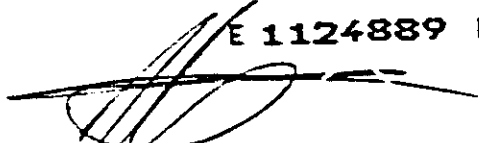
Vickie Smith

My Commission Expires: 11-25-95
Residing at: Bountiful, UT

STATE OF UTAH)
)
) SS
COUNTY OF DAVIS)



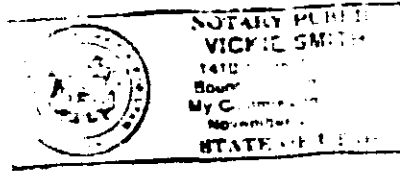
On the 19th day of May, 1994, personally appeared before me STEVEN K. ANDREWS appointed attorney-in fact for STANFORD W.K. ANDREWS known to me to be the person whose name subscribed to the within instrument and acknowledged that they executed the same.



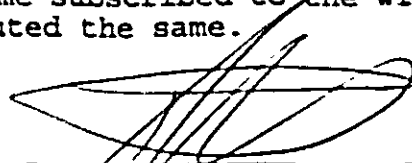
Vickie Smith

My Commission Expires: 11-25-95
Residing at: Bountiful, UT

STATE OF UTAH)
 SS
COUNTY OF DAVIS)



On the 7th day of June, 1994, personally appeared before me LYNDA R. ALVAREZ appointed attorney-in-fact for LAWRENCE J. RANCK, known to me to be the person whose name subscribed to the within instrument acknowledged that they executed the same.



Vickie Smith

My Commission Expires: 11-25-95
Residing at: Bountiful, UT

