

Restrictive Page 1 of 17

Russell Shirts Washington County Recorder
 06/06/2017 09:57:02 AM Fee \$42.00 By
 DURHAM, JONES & PINEGAR - ST. GEORGE

**PROTECTIVE COVENANTS FOR
 SOUTH RIM AT FOREMASTER RIDGE SUBDIVISION**

A Residential Subdivision Located in St. George, Utah

SOMETHING OF WORTH, INC., a Utah corporation, hereinafter referred to as the "Developer," is the owner of the following described real property, hereinafter referred to as the "Property," located in Washington County, State of Utah, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED
 HEREIN BY THIS REFERENCE

Developer hereby includes all of the Property in the Plat recorded herewith of South Rim at Foremaster Ridge, and divides the Property into Lots as shown on the Plat, and dedicates the streets shown on said Plat to the public. The easements indicated on the Plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

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

**ARTICLE 1
DEFINITIONS**

As used herein the following terms have the indicated meaning:

1.1 Architectural Control Committee means the Committee established pursuant to Article 3, herein.

1.2 Developer means Something of Worth, Inc., a Utah corporation, its successors and assigns.

1.3 **Development Phase** means that period of time from recordation of the Plat and these Protective Covenants, and continues until such time as the Developer no longer owns a Lot within the Property.

1.4 **Lot** means a parcel of land designated by number as shown on and included within the Plat.

1.5 **Owner or Lot Owner** means and refers to the fee simple title holder(s) of a Lot in the Property.

1.6 **Plat** means the Plat of South Rim at Foremaster Ridge Subdivision and any amendments or annexations thereto.

1.7 **Protective Covenants** mean the Protective Covenants for South Rim at Foremaster Ridge Subdivision, and any amendments or annexations thereto.

ARTICLE 2 USE RESTRICTIONS

2.1 **Land Use and Building Type.** All Lots shall be used only for detached single family residential purposes. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

2.2 **Lot Size.** Lot sizes as described on the recorded Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded Plat.

2.3 **Care and Maintenance of Lots.** The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. After 30 days written notice, if weeds are not removed by the Lot Owner, the Developer or the Architectural Control Committee may remove the weeds and charge the Lot Owner the cost thereof. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that:

(a) Any damage caused by such entry shall be repaired at the expense of the Owner whose property was the subject of the repair work which caused the same;

(b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Lot; and

(c) In no event shall said easement be deemed to permit entry into the interior portion of any home.

Each owner shall be responsible for maintenance of his Lot. In the event any owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other Lot, the Developer or the Architectural Control Committee shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall become a lien against such Lot.

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

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

2.6. Motorbikes. All motorcycles, trail bikes, three-wheel or four-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Property.

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

2.8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to Lot Owners within the Property.

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

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

2.11. **Animals, Livestock, Poultry, and Agriculture.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets may be kept in a home constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the Owner's home.

2.12. **Garbage and Refuse Disposal.** No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lot, or below the rim of any Lot, but shall be deposited in closed containers, dumpsters, or other sanitary garbage collection facilities, and proper-sized, closed containers or closed plastic bags shall be placed for pickup. Garbage that is placed for pickup shall be located near the roadways contiguous to the Lot but shall only be left outside 24 hours before scheduled pickup.

2.13. **Water Supply.** Each home shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

2.14. **Sewage Disposal.** Each home shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

2.15. **RVs, Boats, and Vehicles.** No boats, trailers, buses, motor homes, campers or trucks shall be parked on any street in South Rim for more than 24 hours or on any Lot, except within an enclosed garage or screened from view, unless it is a commercial vehicle in the process of being loaded or unloaded. An Owner shall use the garage portion of the Owner's Lot for the storage of motor vehicles. No Owner shall use a garage for any purpose which prevents storing of motor vehicles, unless doing so would not result in additional motor vehicles being stored outside the Owners garage.

2.16. **Signs; Commercial Activity.** No sign, advertisement, notice, lettering, or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of any structures located on any Lot. No "For Sale," "For Rent," or similar signs or notices of any kind shall be displayed or placed upon any part of a Lot by Lot Owners other than approved by the Developer or the Architectural Control Committee. Any sign approved for display shall be no larger than six square feet. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its agents during the construction and sales period.

2.17. **Guests.** Lot Owners shall be fully responsible for the activities and actions of their guests, invitees, tenants, or visitors, and shall take all action necessary or required to insure that all such persons fully comply with the provisions of these Protective Covenants.

2.18. **Developer Business, Marketing, and Sales.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction of homes and sale of Lots during the Development Phase, and upon such portion of the Property including Lots or common area, if any, as Developer deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. Development Phase is defined as that time period that commences upon recordation of the Plat and these Protective Covenants, and continues until such time as the Developer no longer owns a Lot within the Property. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Developer shall have the right of use of any Lots, without charge, during the sales and construction period to aid in its marketing activities.

ARTICLE 3
ARCHITECTURAL CONTROL

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

- (a) **Appointment and Membership.** The Architectural Control Committee shall consist of three persons. So long as Developer owns a Lot within the Property, including ownership of any Lot in any phase subsequent to the first phase, it shall be entitled to appoint all members of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall consist of three persons elected by a majority of Lot Owners in the Property.
- (b) **Submission of Plans.** Two complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Control Committee may determine from time to time, and an application and such supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee.
- (c) **Rights of Approval.** The Architectural Control Committee shall have the right to refuse or approve any plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony

thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

- (d) **Architectural Standards.** The Architectural Control Committee may promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.
- (e) **Time Frame for Action.** In the event the Architectural Control Committee fails to approve or disapprove in writing any such plans within 45 days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.
- (f) **Non-Liability.** The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.
- (g) **Waiver.** The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted.
- (h) **Rules and Regulations.** The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The Architectural Control Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to owners who have made application to the Architectural Control Committee for approval of plans.
- (i) **Compensation.** Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines.
- (j) **Developer Exemption.** Developer shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Protective Covenants.

3.2. **Governmental Permit Required.** No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

3.3. **Design Restrictions.** In order to promote a harmonious community development and protect the character of the subdivision, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

- (a) **Purpose and Intent.** The intent of these architectural guidelines is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements.

The architectural guidelines serve as an evaluative aid to owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments within the Property. The City of St. George Zoning Regulations will apply for any area of design not addressed in these guidelines.

- (b) **Permitted and Required Structures.** The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a single family home for each Lot, not to exceed the height requirements found in this section. Each home must include a minimum of two and maximum of four car private, enclosed, and attached garage. All construction shall be of new materials, except that used brick may be used so long as it conforms with the building and subdivision ordinances of the City of St. George, Utah. All structures shall be constructed in accordance with the zoning and building ordinances of the City of St. George, Utah, in effect from time to time.

- (c) **Minimum Area.** The minimum total square footage of living area on the ground floor located within the area of the foundation for any home constructed on any Lot within the Property shall be not less than 2,000 square feet, exclusive of porches, balconies, patios and garages.

- (d) **Setbacks.** The following minimum setback standards apply to the Lot. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

Front: Minimum of 25 feet Lot line to structure.

Sides: Minimum of 10 feet from Lot line to structure on one side, and minimum of 8 feet from Lot line to structure on the other side.

Rear: Minimum of 10 feet, except rim lots, if any, which shall be a minimum of 30 feet from Lot line to structure.

No home shall have frontage on Foremaster Drive.

(e) **Building Height.** Homes shall not exceed two stories in height above the street level. Maximum building height shall be 25 feet for all homes. Height is measured from a base line parallel to the existing Lot grade to a parallel line intersecting the highest point of any roof element.

(f) **Home Elevations.** Elevations should be consistent with the intended architectural style of the home and carried around all four elevations of the structure.

(g) **Garages.** All homes constructed on a Lot in the Property shall include a fully enclosed, private attached garage, built to accommodate not less than two and not more than four vehicles. Carports, or other such partially enclosed parking facilities are not a substitute for a garage and are not allowed. The height of a garage door header shall be limited to the height of the roof line of the home and shall generally not exceed ten feet. The Architectural Control Committee shall have the discretionary authority and power to consider and grant approval of variances from the 10 foot height limitation. No Owner shall remodel a garage or use a garage on any Lot for residential purposes. Garage doors, as with other elements of the structure, shall be of colors and materials which blend with the exterior and enhance the overall appearance of the structure.

(h) **Driveways.** Each driveway on a Lot shall be constructed out of cement, asphalt, or brick. Driveways consisting of cinders, sand, gravel, or dirt shall not be permitted on any Lot. Driveways of other materials must be approved by the Architectural Control Committee. The driveway on each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

(i) **Windows.** Colors for windows must be designated on the plans that are submitted to the Architectural Control Committee for approval prior to construction.

(j) **Facades.** Facades shall be stone or accents of stone, stone veneer, brick or brick veneer, stucco, masonry siding or such other material as approved by the Architectural Control Committee.

(k) **Roof and Roofing Materials.** Roof material shall be limited to slate, clay or concrete tile, or such materials as may be established and allowed by the Architectural Control Committee. Roof colors shall also be limited to those colors established and allowed by the Architectural Control Committee.

(l) **Exterior Building Materials.** Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, stucco, masonry siding or other materials.

approved for use by the Architectural Control Committee, and shall be in colors and materials, as approved by the Architectural Control Committee.

- (m) **Reflective Exterior Surfaces or Materials.** No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.
- (n) **Colors.** Colors shall be limited to those established and approved by the Architectural Control Committee.
- (o) **Prohibited Structures.** Dome structures, log homes, pre-manufactured homes; relocated homes; and Earth or Berm homes of any type are not allowed.
- (p) **Temporary or Other Structures.** No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the Developers intention that all homes and other buildings to be erected within the subdivision be new construction, of good quality, workmanship, and materials.
- (q) **Accessory Buildings.** All storage or utility buildings must be designed and built so as to be of the same materials and appearance as the residence. All heating and air conditioning equipment, pipes, wires and other utility related equipment, pipes and lines, shall be placed as discretely as possible and covered with landscaping or permitted screening materials. Roof mounted heating or air conditioning equipment will not be permitted.
- (r) **Sight Obstructions.** No structure, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
- (s) **Fencing.** Fencing, walls, and other barriers shall be approved by the Architectural Control Committee prior to any construction, and shall not exceed four feet in height. Walls shall be of brick, stone, decorative colored block, or other materials and finishes as may be established and allowed by the Architectural Control Committee. The colors of the walls must blend with the exterior of the structure on the Lot. All walls and colors must be approved by the Architectural Control Committee. No wooden, chain link, or wire mesh materials are permitted. The Architectural Control Committee shall have the discretionary authority and power to consider and grant approval of variances from the four foot height limitation

specified herein for aesthetically compatible walls of the materials approved by the Architectural Control Committee, subject to the following limitations:

- i. No wall may be more than six feet in height.
- ii. Variances may be granted only for walls which are located either on the rear lot line of the Lot, side lot line of the Lot or on the perimeter of a patio, open porch, swimming pool or courtyard. If a wall more than four feet in height is located on a side lot line, it may not extend beyond the front of the house.
- iii. Variances may be granted only for walls which are intended to enhance the privacy of the Owner of such Lot.
- iv. No wall shall unreasonably interfere with the line of sight toward, or view from, any neighboring Lot.

(t) External Illumination. Any light used to illuminate garages, patios, parking areas or for any other purposes shall be arranged to reflect light away from adjacent residences and away from the vision of passing motorists

(u) External Television or Other Antennas. Antennas for radio, television, or devices for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the home. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee, and screened from view. In no event shall satellite dish antennas be visible from neighboring property or exceed 20 inches in diameter or width.

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

(w) Clothes Drying. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities be provided within the home to be constructed on each Lot.

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

(y) Lateral and Subjacent Support and Drainage. An owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible.

for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.

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

- (a) **Completion of Construction.** Upon initiation of site excavation for the construction on a Lot, work thereon shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be completed within nine months from the date excavation commences.
- (b) **Building Materials Storage.** No Lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.
- (c) **Landscaping.** Within four months after completion of construction of any home upon a Lot, the owner of such Lot must have substantially completed the landscaping of such Lot, in accordance with a detailed landscaping plan previously approved by the Architectural Control Committee as provided in Section 3 hereof. Such landscaping may include, but shall not be limited to, grass, trees, shrubbery, rock, or other appropriate ground cover, acceptable to the Architectural Control Committee. Notwithstanding anything herein to the contrary, Lot Owners shall comply with St. George City landscaping ordinances. The planting of trees and shrubs and grass, consistent with general practices and reasonable methods on similar landscapes in the area, is encouraged and recommended. Should any Lot Owner fail to comply with the provisions of this section, the Architectural Control Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority to complete the landscaping and require the Lot Owner to pay a reasonable amount for such completion. All attorney's fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until payment therefor is made.
- (d) **Soils Test.** The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction, and the Architectural Control Committee may condition final approval of plans on whether they follow the recommendations set forth in the soils engineer's report. By approving the commencement of construction after review of any soils test and recommendation, the Architectural Control Committee is not warranting and shall not be deemed to have warranted the results of such test or recommendation.
- (e) **Damages.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any

particular Lot in the subdivision must be repaired within 30 days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Lot Owner.

ARTICLE 4
ENFORCEMENT

4.1. **Violation Constitutes Nuisance.** Every act or omission whereby any restriction, covenant or condition set forth in these Protective Covenants is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, the Architectural Control Committee, or a Lot Owner. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

4.2. **Enforcement.** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer and the Lot Owners of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or a Lot owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The Architectural Control Committee may levy a fine or penalty in the amount of \$50.00 against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three days written notice, and opportunity for hearing. A fine in the said amount may be levied for each day of a continuing violation. All attorney's fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefore is made.

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

ARTICLE 5
AMENDMENT AND EXPANSION

5.1. **Amendment.** During the Development Phase, Developer may unilaterally amend these Protective Covenants. Upon completion of the Development Phase, the restrictions, covenants and conditions contained herein may be amended by a recorded instrument signed by no less than the Owners of 67% of the total number of Lots in the Property, provided that all signatures must be notarized and obtained within a 180 day period. Written notice of any such proposed amendment shall be sent to every owner of any Lot, part or portion of the Property at least 30 days in advance.

5.2. **Additional Property.** Additional property may be subjected to these covenants, conditions and restrictions by the Developer. This right of the Developer shall be assignable to one or more assignees.

Expansion shall occur by the Developer filing:

1. an additional subdivision plat or plats creating additional Lots, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of these Protective Covenants upon the recording of a Declaration of Annexation; and
2. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Developer's intention to have the area described therein subject to these Protective Covenants. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to these Protective Covenants.

Any additional properties annexed hereto by the Developer shall be exclusively for residential single-family dwellings, architecturally compatible to the existing homes, constructed out of similar materials, and Lots therein shall constitute Lots under these Protective Covenants.

ARTICLE 6 GENERAL PROVISIONS

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

6.2. **Notices.** Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto executed this document on the 5th day of June, 2017.

DEVELOPER:
Something of Worth, Inc.

By: Howard Foremaster
Howard Foremaster, President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 5th day of June, 2017, before me personally appeared Howard Foremaster, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is President of Something of Worth, Inc., a Utah corporation, and that the foregoing document was signed by him on behalf of that company by proper authority and he acknowledged before me that the said company executed the document and the document was the act of the company for its stated purpose.

Pamela J Bricker
NOTARY PUBLIC

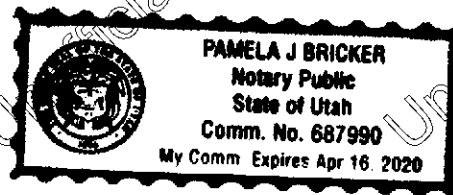


EXHIBIT "A"

**LEGAL DESCRIPTION FOR
SOUTH RIM AT FOREMASTER RIDGE**

All of Lots 1 through 95, SOUTH RIM AT FOREMASTER RIDGE SUBDIVISION, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

See the legal descriptions more particularly described on the following pages of this Exhibit A:



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

EXHIBIT "A"

29.01 ACRE PARCEL
(February 23, 2017)

Tax ID Nos. SG-5-2-33-4302 and SG-5-2-32-1102

Commencing at the West ¼ Corner of Section 33, Township 42 South, Range 15 West, Salt Lake Base and Meridian; Thence North 00°32'03" East, along the Section line, a distance of 246.35 feet to the Point of Beginning; Thence North 86°11'41" West, a distance of 59.53 feet; Thence South 87°37'03" West, a distance of 142.12 feet; Thence South 86°08'46" West, a distance of 96.91 feet; Thence North 65°52'34" West, a distance of 39.14 feet; Thence North 35°10'54" West, a distance of 143.87 feet; Thence North 20°54'27" West, a distance of 87.95 feet; Thence North 36°10'51" East, a distance of 82.17 feet; Thence North 28°59'12" East, a distance of 106.91 feet; Thence North 35°02'08" East, a distance of 129.70 feet; Thence North 27°55'01" East, a distance of 56.52 feet; Thence North 12°11'17" East, a distance of 188.45 feet; Thence North 03°59'07" East, a distance of 123.49 feet; Thence North 62°06'16" East, a distance of 234.50 feet; Thence North 49°44'28" East, a distance of 200.84 feet to a point on the Southerly right of way line of Foremaster Drive, said point being a point on a non tangent curve to the left, of which the radius point lies North 11°36'23" East, a radial distance of 433.00 feet, thence easterly along the arc of said curve, and said right of way line, through a central angle of 37°56'07", a distance of 286.69 feet; Thence North 63°40'15" East, along said right of way line, a distance of 97.05 feet, to the Northwest Corner of Foremaster Subdivision, according to the Official Plat thereof shown by Entry #785699, Official Washington County Records; Thence South 01°57'48" West, along the West line of said Subdivision, a distance of 445.00 feet, to the Southwest Corner of said Subdivision; Thence South 88°02'09" East, along the south line of said Subdivision, a distance of 402.39 feet, to the Southeast Corner of said Subdivision; Thence North 01°26'30" East, along the East line of said Subdivision, a distance of 35.02 feet, to the Southwest Corner of Chapel Hill Subdivision, according to the Official Plat thereof shown by Document #20100013665, Official Washington County Records; Thence South 89°59'47" East, a distance of 100.00 feet, to the Southeast Corner of said Subdivision; Thence South 01°26'33" West, along the West line of Foremaster Ridge Subdivision, According to the Official Plat thereof as shown by Entry #494880, Official Washington County Records, a distance of 340.00 feet; Thence Continuing along said line, South 01°32'14" West, a distance of 463.60 feet, to the Southwest Corner of said Subdivision; Thence South 77°01'51" West, a distance of 482.00 feet; Thence North 22°54'07" West, a distance of 56.00 feet; Thence South 82°09'53" West, a distance of 115.00 feet; Thence North 59°04'07" West, a distance of 206.00 feet; Thence North 75°46'07" West, a distance of 165.00 feet; Thence North 86°18'20" West, a distance of 53.01 feet to the Point of Beginning.

Containing: 29.01 acres, more or less.



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

EXHIBIT "A"

**8.78 ACRE PARCEL
(February 23, 2017)**

Tax ID #SG-5-2-33-4303

Commencing at the Northwest Corner of Section 33, Township 42 South, Range 15 West, Salt Lake Base and Meridian; Thence South 00°32'03" West, along the Section line, a distance of 1308.22 feet; Thence North 90°00'00" East, a distance of 180.93 feet to the Point of Beginning, said point being on the northerly line of Foremaster Drive, according to the Official Plat thereof as shown by Entry #494879, Official Washington County Records; Thence leaving said roadway and running Thence North 22°30'18" East, a distance of 358.00 feet; Thence North 28°20'34" East, a distance of 91.10 feet; Thence North 38°50'27" East, a distance of 67.18 feet; Thence North 48°36'55" East, a distance of 66.20 feet; Thence North 44°22'28" East, a distance of 81.08 feet; Thence North 43°41'10" East, a distance of 107.00 feet; Thence South 85°25'28" East, a distance of 106.81 feet; Thence North 60°24'33" East, a distance of 81.76 feet; Thence North 34°33'48" East, a distance of 86.44 feet; Thence North 41°41'08" East, a distance of 141.33 feet; Thence North 59°06'34" East, a distance of 26.67 feet; Thence North 31°09'32" East, a distance of 121.38 feet; Thence North 11°36'35" East, a distance of 62.05 feet; Thence North 20°00'25" East, a distance of 53.36 feet; Thence North 21°25'18" East, a distance of 43.70 feet; Thence North 34°35'18" East, a distance of 12.95 feet, to a point on the Westerly boundary line of Foremaster Ridge Subdivision, as shown by Entry #494880, Official Washington County Records; Thence South 01°26'15" West, along said line, a distance of 785.12 feet to a point on the Northerly right of way line of said Foremaster Drive, said point being a point on a non tangent curve to the right, of which the radius point lies North 31°19'31" West, a radial distance of 967.00 feet, thence southwesterly along the arc of said curve, and said right of way line through a central angle of 04°59'45", a distance of 84.32 feet; Thence South 63°40'15" West, along said right of way line, a distance of 612.60 feet to the beginning of a curve to the right, having a radius of 367.00 feet and a central angle of 35°22'09", thence westerly along the arc of said curve, and said right of way line, a distance of 226.55 feet to the Point of Beginning.

Containing: 8.78 acres, more or less.