

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENT
FOR
THE VISTAS AT RIVERBEND A NON-PROFIT CORPORATION
OF THE STATE OF UTAH (revised 040424)

THIS DECLARATION is made by The Vistas at Riverbend Homeowners Association, the Declarant as follows:

RECITALS

WHEREAS, "The Vistas at Riverbend, Home Owners Association" (the Declarant) is a nonprofit corporation of the State of Utah, and the owners of common property in a planned gated community, as recorded in the official records of the office of the County Recorder of Salt Lake County, State of Utah as Entry on Parcel #27-35-102-116-0000 (see attachment A); and

WHEREAS The Association is desirous of subjecting all the common property and each and every lot and its owner or tenants in the community to all of the covenants, conditions, restrictions, reservation of easements, liens and charges hereinafter provided for and are for the benefit of the owners and shall pass with the property and bind the successors in interest and any owner thereof; and

WHEREAS, the Association has deemed it desirable, for efficient preservation of the values and amenities in the property pursuant to the provisions of this Declaration, to create a corporation under Utah Non-Profit Corporation Act (Refer to Article 1 Section 3) to which should be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvements in the property and administering and enforcing these Covenants, Conditions, and Restrictions, and collecting and disbursing the assessments and charges hereafter. This Declaration supersedes all prior declarations and any amendments thereto; and

WHEREAS, the Association has caused such corporation, the members of which are or shall be respective Owners of the lots in the Vistas at Riverbend community pursuant to this Declaration, to be formed for the purpose of the betterment of the community to manage and exercise the functions aforesaid; and

WHEREAS the Association hereby declares that all the property shall be held, conveyed, encumbered, hypothecated, leased, sold, occupied or improved subject to the following Covenants, Conditions, Restrictions, easements, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness, and desirability of the property.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meaning hereinafter specified:

Section 1. "**Architectural Committee**" Shall mean the committee created pursuant to Article VII hereof.

Section 2. "**Articles**" shall mean the Articles of Incorporation of the Association, which have been or forthwith shall be filed in the Division of Corporations of the Department of

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Commerce of the State of Utah as such articles may be amended from time to time.

Section 3. "**Association**" shall mean the Vistas at Riverbend Homeowners' Association, a corporation formed under the Utah Non-Profit Corporation and Co-operative Association Act, its successors and assigns.

Section 4. "**Board of Trustees**" shall mean the Governing Board of Trustees of the Association, the five (5) members of which shall be elected in accordance with the By-Laws of the Association. The term "Members of the Governing Board of Trustees" shall be synonymous with the term "Trustees" as used in the Utah Non-Profit Corporation and Co-operative Association Act.

Section 5. "**By-Laws**" shall mean the By-laws of the Association, which have been or shall be adopted by the Board of Trustees; as such, By-laws may be amended from time to time.

Section 6. "**Capital Improvements Assessment**" shall mean a charge against each Owner and his/her Lot, representing a portion of the costs to the Association for the installation or construction of any improvements which the Association may from time to time authorize on any portion of the Common Area or on any portion of the Lots or improvements thereon which the Association has the responsibility to maintain.

Section 7. "**Common Area**" shall mean all the real property and improvements, including, without limitation, any recreation facilities, landscaped areas, private roadways and walkways, visitor parking, and drainage systems which are owned by the Association for the common use and enjoyment of all the Owners.

Section 8. "**Common Expenses**" shall mean the actual and/or estimated cost of maintenance, operation, repair and replacement of the Common Areas; management cost including any special assessments including those costs not paid by the Owner responsible for payment; cost of management and administration of the Association including, but not limited to, attorneys or other employees and consultants; the cost of all utilities, landscaping, and other services benefiting the common Area and all recreation facilities thereon; the cost of fire casualty and liability insurance covering the common property, and the cost of bonding of the Trustees of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the common property or portion thereof; and the cost of any other item or items designed by or incurred by the Association for any reason whatsoever in connection with the Property for the benefit of all the Owners.

Section 9. "**Current Assessment**" shall mean the charge against each Owner and his/her lot, representing a portion of the total cost to the Association for maintaining, improving, repairing, replacing, managing, and operating the property, which charge is to be paid uniformly and equally (section 12) by each Owner to the Association, as provided herein.

Section 10. "**Declarant**" shall mean and refer to the Vistas at Riverbend Homeowners' Association.

Section 11. "**Declaration**" shall mean this instrument as it may be amended from time to time.

Section 12. "**Differential Assessments**" shall mean a charge against certain Owners and their Lots to reflect the fact that the said Lots and improvements therein are

substantially larger than the typical Lots and improvements and consequently require a disproportionate expenditure for the expenses attributable thereto and to Lot Owners who utilize the recreational vehicle parking.

Section 13. "Dwelling Unit" is to mean a Building: (1) which is located on a privately owned lot, (2) which is attached or not attached to another building, (3) which is used as a dwelling for a single family, and (4) which has a private yard on at least three sides with the following minimums: front yard - 10 feet; rear yard - 5 feet; side yards - 4 feet; minimum distance between houses 8 feet.

Section 14. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, and any alteration or additions thereto, including but not limited to buildings, out building, walkways, sprinkler pipes, garages, roads, driveways, parking areas, fences, screening walls, retaining walls, protective screens and awnings required by governmental entities, stairs, decks, landscaping, hedges, windbreaks, planting trees and shrubs, poles or signs.

Section 15. "Lot" shall mean and refer to any residential Lot or parcel of land shown upon any recorded subdivision plat of the property, apart from the Common Area.

Section 16. "Maintenance Funds" shall mean the accounts created for receipts and disbursements of the Association, pursuant to Article VI hereof.

Section 17. "Manager" shall mean the person, firm, corporation or its agents retained or employed by the Association hereunder and delegated certain duties, powers, and functions by the Association.

Section 18. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 19. "Non-Resident Owner" shall mean and refers to the person or persons or other legal entity or entities holding title in fee simple or other interest of title of record for any Lot which is part of the Property as shown on the plat map and who does not reside in said Property. (See Article IX Section 9).

Section 20. "Notice of Hearing" shall mean written notice of a hearing before a quorum of the Board of Trustees, at which the Owner concerned shall have an opportunity to be heard in person and/or by counsel at the Owner's expense.

Section 21. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot which is a part of the Property as shown on the plat map.

Section 22. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 23. "Property" shall mean and refer to all the real property described in the aforesaid plat map including perpetual easements, together with such portion of the real property.

Section 24. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any

portion or portions of the improvements on the Common Areas pursuant to the provisions of the Declaration.

Section 25. "Record, Recorded, Filed, and Recordation" shall mean, with respect to any document, the recordation of such document in the Office of the Salt Lake County Recorder, State of Utah.

Section 26. "Rental" shall mean any dwelling unit that is wholly or in part occupied by a non-owner other than Homeowners' family members.

Section 27. "Renter/Lessee" shall mean somebody who rents property. (See Article IX Section 9).

Section 28. "RV Parking Area" shall mean the common area owned by the Association to facilitate parking for members' Recreational Vehicles.

Section 29. "Single Family" shall mean (1) a natural person, (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) two persons not so related. Wherever a caretaker is required said individual shall be considered part of the Single Family.

Section 30. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of the Declaration, plus interest thereon as provided for in this Declaration. All fines for violations of Rules and Regulations shall be deemed a Special Assessment.

Section 31. "Transfer Assessment" shall mean a charge against a particular new Owner and his Lot, to cover the expense to the Association of effectuating a transfer of membership upon the books of the Association, in an amount as set forth in Article III, Section 2 of this Declaration.

ARTICLE II
OWNERS' PROPERTY RIGHTS

Section 1. "Owners' Easements of Enjoyment" Each Owner shall have a right and easement of ingress and egress and of enjoyment in, to, and over the Common Area which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- (a) The right of the Association to reasonably limit the number of guests of Owners using the Common Area Facilities and the frequency thereof.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restriction within the Common Area as set forth in Article II, Section III.
- (c) The right of the Association to charge uniform and reasonable fees for the use of the recreational facilities, i.e. clubhouse situated upon a portion of the Common area.
- (d) Except for the right of ingress and egress to an Owner's lot, the Association shall have the right to suspend the voting rights and right to use the Common area facilities by

an Owner for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published Rules and Regulations of the Association, provided that any suspension of such voting right or the right to use the Common Area and Common Area facilities shall be made only by the Board of Trustees after Notice of Hearing and an opportunity for a hearing before a quorum of the Board of Trustees.

(e) Subject to the provisions of Article V(h) of this Declaration, the right of the Association to dedicate, release, alienate, 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, release, alienation or transfer shall be effective, unless pursuant to an instrument signed by two-thirds (2/3) of the members of the Association.

(f) The rights of the Association by action of the Board of Trustees may reconstruct, replace, or refinish any improvement or portion thereof upon the Common Areas, in accordance with the original design, finish or standard of construction. General improvements within the Property not in accordance with such original design finish or standard of construction may be made only with the vote or written consent of two-thirds (2/3) of the members of the Association.

(g) The Association shall have the right by action of the Board of Trustees to replace destroyed trees, shrubs, and ground cover upon any portion of the Property to meet minimum community standards. The cost of such replacement shall be the responsibility of the Lot Owner whose trees, shrubs, and/or ground cover have been replaced.

(h) The Association by action of the Board of Trustees shall have the right to assign to members of the Association parking space in the RV parking area, which is part of the common area, for parking of personal recreational vehicles. The amount of the differential assessment shall be determined by the Board of Trustees and all funds collected shall be deposited in the operating fund.

Section 2. "**Assignment of Use**" Any Owner may assign, 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 purchaser who resides in said Dwelling Unit, subject to regulation by the Board of Trustees.

Section 3. "**Easements for Parking**" Temporary short-term parking shall be permitted within the Common area at the Clubhouse, the guest parking spaces located on Brenda Lee Lane, and along all streets. Overnight, guest parking will not be allowed in these common areas, and, therefore, will be confined to the garage or driveway of the lot Owner. Overnight parking is not allowed on any street between the hours of 11:59 P.M. and 7:00 A.M. An exception can be made for loading or unloading of motor homes and recreational vehicles as given in the Rules and Regulations. The Association, through its Board of Trustees and agent, is hereby empowered to enforce such parking limitations lawful for such enforcement including the removal of any vehicle in violation of this section at the Owner's expense. Motor vehicles will not at any time be parked within five (5) feet of any fire hydrant.

Section 4. "**Easements for Vehicular Traffic**" In addition to the general easements or use of the Common Area reserved herein for guest parking, each Owner shall have a nonexclusive easement appurtenant for vehicular traffic over all private roads within the Property subject to the parking provisions set forth in Article II, Section 3.

Section 5. "Easements for City and County Public Service Use Etc." In addition to the foregoing easements over and across the property, the Owners herein of property grant easements for City, County and Federal public services, including, but not limited to the right of the police to enter upon any part of the Common Area for the purpose of enforcing the law.

Section 6. "Waiver of Use" No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him from the liens and charges thereof, by waiver of the use and enjoyment of the Common area and the facilities thereon, or by abandonment of his Lot or any other property in the Property.

Section 7. "Taxes" Every Owner of a lot or lots within the property shall take such action as may be reasonably necessary to obtain a separate real estate tax assessment of said lot or lots and pay all taxes and/or assessments. Taxes on all Common areas, if any, will be paid by the Association as part of its operating expenses.

ARTICLE III
MEMBERSHIP IN THE ASSOCIATION

Section 1. "Membership" Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to and may not be separated from the fee simple title of such Lot. Ownership of such Lot shall be the sole qualification for Membership in the Association.

Section 2. "Transfer" The Association Membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A member who has sold his lot to a contract purchaser under an agreement to purchase such Membership, shall be entitled to assign to such contract purchaser his right of enjoyment of the Common area and facilities as provided in Article II, Section 2 and such member's voting proxy rights in the Association, but as between the Association and such Member, the member may not delegate his Membership obligations. Such assignment and/or proxy shall be in writing and shall be delivered to the Board of Trustees before such contract purchaser may use the Common areas and facilities or vote. The contract seller shall remain liable for all charges and assessments attributable in his Lot until fee simple title to the Lot sold is conveyed. In the event the Owner of any Lot shall fail or refuse to transfer the Membership registered in his name to the purchaser of such Lot upon transfer of fee simple title thereto, the Board of Trustees shall have the right to record the transfer upon the books of the Association. Upon any transfer, pledge, or alienation of a Lot, the Board of Trustees shall have the right to charge a Transfer Assessment against any new Owner, and his Lot equal in amount to six (6) times the current monthly Common assessment, or \$1,000 whichever is less.

Article IV
VOTING RIGHTS

Section 1. "Voting Membership" Every Dwelling Unit is entitled to one vote on any issue.

Article V
DUTIES AND POWERS OF THE ASSOCIATION

The Association, acting through The Board of Trustees shall have the power and duty to:

- (a) Maintain, repair, and otherwise manage the Common Area and all facilities and improvements; and replace those elements of the Common area that must be replaced on a periodic basis, including but not limited to the improvements and landscaping thereon.
- (b) Maintain and repair all parking spaces in the Common areas: all public roads/streets which are not maintained by any governmental entity including snow removal.
- (c) Maintain all sidewalks and pathways located upon the Common Area including cleaning, snow removal, and periodic repairs. Maintain all green space, landscape, including replacement of trees and shrubs located on easements and in Common areas.
- (d) Provide snow removal for driveways and sidewalks on all Lots up to the front entrance of the homes located on the Lots when the snow is two inches or more.
- (e) Maintain and repair all fences within the Common Area.
- (f) Maintain and repair, including replacement, of all original landscaping installed by the developer. Owners of lots may plant and/or replace trees and shrubs on their lots in accordance with all other provisions of this Declaration.
- (g) Any maintenance and/or repair costs that result from damage caused by the owner, owner's family, owner's guests, and/or owner's contractors shall be paid by the owner.
- (h) Grant easements, rights of way, where necessary over Common areas for utilities.
- (i) Employ or contract with a manager or management company to perform all or any part of the duties and responsibilities of the Association. Any such agreement shall be for a term not more than three (3) years and subject to cancellation by either party without cause or payment of a termination fee, upon thirty (30) days written notice.
- (j) Enter upon any Lot, after thirty (30) days from written notice, without being liable to any Owner, for the purpose of enforcing by peaceful means, the provisions of this Declaration, or for the purpose of maintaining or repairing any such area as required by this Declaration.
- (k) To establish at least two (2) separate accounts: an Operating Fund into which shall be deposited all monies paid to the Association; and a Reserve Fund, to hold, in reserve, funds for major expenditures. The Board of Trustees shall yearly prepare and submit a budget at an annual meeting of the members for their approval at least thirty (30) days before year end. Once a quorum is met, a majority of the owners present, in person or by proxy are required to approve the annual budget sufficient to cover operating expenses and fund an adequate reserve fund. Said budget shall define and fix the annual operating assessments. If said assessment is different than the current assessment, the Board of Trustees must notify all members by mail of the new assessment amount. The Board of Trustees may increase the approved operating assessment by fifteen percent (15%) in any one year if needed to cover operating expenditures without a member vote of approval.

(l) Obtain policies of liability insurance, the minimum amount being \$1,000,000, and property damage insurance on common areas of the property as needed for full replacement cost. Policies of insurance shall be placed with companies having a general policy holder's rating of at least A and meet all Utah State standards and licensing requirements. Property owners shall provide liability and property damage insurance for their own Lot and buildings.

(m) Exercise any and all additional powers required to accomplish the duties and functions provided for in this Declaration.

ARTICLE VI
COVENANT TO PAY ASSESSMENTS

Section 1. . **"Payment of Assessments"** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, (4) Reconstruction Assessments, and (5) Transfer Assessments. Amounts of said assessments to be established and collected as directed by The Board of Trustees. Any installment of an Assessment not paid within thirty (30) days after due date shall be charged a reasonable late fee at the sole discretion of The Board of Trustees in addition to interest at the rate of eighteen percent (18%) as well as reasonable attorney fees for the collection thereof and shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessments are made until paid.

Section 2. **"Notice of Assessment Action"** Notice of legal action to collect delinquent assessments and legal fees shall be given to the homeowner in writing by certified mail thirty (30) days before any legal action is taken. Each such assessment, together with interest, cost, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent assessment shall pass to the successors in interest of such Owner. As deemed necessary by The Board of Trustees, any and all legal means including foreclosure and sale of property may be taken to collect delinquent assessment and incurred cost.

Section 3. **"Foreclosure"** Any Such sale may be conducted by The Board of Trustees, its attorneys, or other persons authorized by the Board of Trustees in accordance with the provisions of the laws of the State of Utah.

Section 4. **"Curing of Default"** Upon the timely curing of any default with respect to which a Notice of Assessment was filed by the Association, the officers thereof shall record an appropriate release of lien. A fee, to be determined by the Association, but not to exceed an amount equal to the last monthly common assessment, will be charged to cover the cost of preparing and recording such a release.

Section 5. **"Cumulative Remedies"** The assessment liens and the right to foreclosure and sale there under, shall be in addition to and not in substitution for, all other rights and remedies which the Association may have hereunder and by law.

Section 6. **"Purpose of Common Assessments"** The Assessments levied by the Association shall be used to promote the common benefit, health, safety, welfare, and recreation of the Owners and for the improvement and maintenance of the Common area as provided herein. Each annual Common Assessment shall constitute an aggregate of separate

assessments as established by The Board of Trustees. If the estimated sums prove to be inadequate for any reason, including nonpayment of any Owner's annual Common Assessment, the Board of Trustees may, at any time, levy supplemental Common Assessments subject to the provisions of this Article.

Assessments deposited to the Operating Fund, which would be reasonably expected to occur on an annual or more frequent basis, shall include funds for replacement and maintenance of landscaping, sprinkler systems, Common Areas, and for the ongoing operations.

The Reserve Fund shall be funded from the Operating Fund on a regular basis. An adequate and reasonable fund for replacement and repairs would reasonably be expected to occur less frequently than on an annual basis. The use of the Reserve Fund must be recommended by The Board of Trustees and approved by a fifty-one percent (51%) vote of the members. Repair and/or maintenance of homes both inside and out, including driveways and other concrete work, shall be the responsibility of the Homeowner of each Lot and shall not be a function of the Reserve Fund. The Board of Trustees shall not commingle any funds deposited into any of the separate accounts. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Property.

Section 7. "**Damage to Common Area by Owners**" Any maintenance, repairs, or replacements completed by the Association arising out of or caused by a willful, accidental, or negligent act of the Owner, his family, guests, invitees or leases, shall be done at said Owner's expense, or a Special Assessment shall be made against his Lot.

Section 8. "**Capital Improvement and Reconstruction Assessments**" In addition to any Common Assessments, The Board of Trustees may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to the 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 or other such addition upon the Property, including fixtures and personal property related thereto, provided that the total of any such assessment which is in excess of ten thousand Dollars (\$10,000) shall require the vote or written assent of fifty-one percent (51%) of all Members

Section 9. "**Notice for Any Action Requiring Membership Vote**" Written notice of any meeting called for the purpose of taking any action by the Members shall be sent to all Members not less than ten (10) days in advance of the meeting. Action on any assessment proposed by The Board of Trustees shall require a vote of approval of fifty-one percent (51%) of all Members.

Section 10. "**Equal Rate of Assessment.**" Common Assessments, Capital Improvement Assessments, and Reconstruction Assessments provided for in this Article, must be fixed at an equal rate for all Lots. The Association may levy Differential Assessments to Lots that are substantially larger than the typical lots, and to Lot Owners who utilize the recreational vehicle parking. Said assessment shall not be more than forty percent (40%) more than the Common Assessments on all other Lots.

Section 11. "**Date of Commencement of Common Assessments**" All assessments as approved by The Board of Trustees and provided for herein shall be paid in regular installments after the assessment is made. Operations Assessments shall be paid monthly but does not preclude prepayment. A late payment charge, as established by The Board of

Trustees, will be levied for any late payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments of a specified Lot have been paid. A properly executed certificate of the Association, as to the status of assessment against a Lot, shall be binding upon the Association as of the date of its issuance.

Section 12. "Financial Disclosure" An annual balance sheet and operating statement shall be prepared at the request of The Board of Trustees and shall reflect income and expenditures of the Association both for the operating accounts and the reserve accounts. This statement shall be available at the first annual meeting after the year end. Financial Statements shall be available at each month's end and can be obtained upon request by members. Other interested parties may request copies of financial statements for a reasonable charge. Such requests must be approved by the Board of Trustees.

At the end of any financial year, The Board of Trustees will determine whether all excess funds remaining in the operating fund will be used to reduce future years' Common Assessments or deposited in the Association reserve fund.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. "Members of Committee" The Architectural Committee shall consist of at least three (3) but not more than five (5) members appointed by The Board of Trustees and shall hold office until such time as they have resigned or have been removed or their successor has been appointed, as provided herein. Members of the Architectural Committee may be removed at any time without cause. The Board of Trustees shall have the right to appoint and remove all members of the Architectural Committee.

Section 2. "Review of Proposed Construction" Any construction, painting, fixtures, alterations of any kind that would alter the appearance or design of the exterior of any home/structure on any lot, will not be permitted without approval of the Architectural Committee. All plans for patios, decks, deck and patio covers, storm doors, fences and any other alterations must be in compliance with the pre-approved guidelines or submitted to the Architectural Committee in writing with plans attached. Written Architectural Committee approval must be obtained before any work is started. All additions must be in harmony and color with surrounding homes.

The Architectural Committee shall approve or reject all requests submitted with necessary plans and material specifications within two (2) weeks.

If an Owners' request is rejected by the Architectural Committee, the Owner may appeal the decision to The Board of Trustees within ten (10) days.

Section 3. "Meeting of the Architectural Committee" The Architectural Committee shall meet as necessary to perform its duties. The Architectural Committee will request The Board of Trustees to contact any homeowners pursuant to violations of architectural standards.

Section 4. "No Waiver of Future Approvals" The approval of the Architectural Committee of any proposals, plans, and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications submitted for approval or consent.

Section 5. **"Compensation for Members"** The members of the Architectural Committee shall not be compensated for their service.

Section 6. **"Inspection of Improvement"** Inspection of any Improvement and the correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvement for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative shall inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify The Board of Trustees in writing of such failure. The Board of Trustees shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated costs of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of notification from The Board of Trustees. If the Owner does not comply with The Board of Trustees ruling within such period, The Board of Trustees, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, The Board of Trustees shall levy a Special Assessment against such Owner for reimbursement.

(d) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 7. **"Non-liability of Architectural Committee"** Neither the Architectural Committee nor any member thereof, nor its duly authorized committee representative shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes, excepting that the Architectural Committee hereby waives the non-liability provision of this paragraph to the extent necessary to obtain insurance as provided for in Article XII hereof.

Section 8. "**Variations**" The Board of Trustees of the Association, upon a favorable recommendation of the Architectural Committee, may recommend to the members variances from compliance, but such variance must be approved by at least a fifty-one percent (51) of members. The granting of such variances shall not operate to waive any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular portion of the Property and particular provisions hereof covered by the variance. Nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting misuse of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VIII **MAINTENANCE AND REPAIR OBLIGATION**

Section 1. "**Maintenance Obligations of Owners**" Subject to the duty of the Association to provide for maintenance as provided in Article V, it shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property subject to his exclusive control, including any improvement thereon, in a neat, sanitary, and attractive condition. Areas subject to the exclusive control of the Owner shall be deemed to include, but not be limited to, the structure and roofing of the Owner's Dwelling Unit and all exterior and interior portions of the Owner's Dwelling Unit. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or fail to so maintain such Improvement so as to create a dangerous or unattractive condition, or to otherwise violate this declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the Owner. Said costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

Section 2. "**Damage and Destruction Affecting Dwelling Unit: Duty to Rebuild**" If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said Lot or Dwelling Unit to rebuild, repair, or reconstruct said Dwelling Unit in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 3. "**Variance in Exterior Appearance and Design**" Any Owner who has suffered damage, may apply for approval to the Architectural Committee for permission to reconstruct, rebuild, or repair his Dwelling unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner shall result in a finished Dwelling Unit in harmony with the exterior design of other Dwelling units on the Property. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing, coupled with the drawings and plot plans showing the full and complete nature of the proposed changes, shall constitute approval thereof.

Section 4. "**Time limitation**" The Owner or Owners of any damaged Dwelling Unit, the Association, and the Architectural Committee shall be obligated to proceed with all due

diligence hereunder, and the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control, which will be decided in the sole discretion of The Board of Trustees.

ARTICLE IX USE RESTRICTIONS

The Association reserves the right to protect the property values of Lots located within The Vistas at Riverbend. All real property within the Property shall be held, used, and enjoyed pursuant to the following limitations and restrictions:

Section 1. "**Single Family Residences, Business, or Commercial Activity**" Each Lot shall be used as residence for a Single Family. No part of the property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose, other than a home office permitted under applicable zoning ordinances, without the vote of seventy-five percent (75%) of Members of the Association.

Section 2. "**Nuisances**" No noxious or offensive activity including, but not limited to the major repair of motor vehicles, shall be carried on, in or upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property, and The Board of Trustees shall have the right to determine in accordance with the Bylaws if any noise, odor, or activity producing such noise, odor, or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, exterior speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, generators, radio or television antennas, evaporative coolers, permanent flag poles or items which may unreasonably interfere with television or radio reception of any Owners in the property, shall not be located, used or placed on any portion of the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.

Section 3. "**Signs**" No Sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the property or any Lot, without the prior written consent of the Architectural Committee. Two *For Sale* signs may be placed in the window of any home or dwelling.

Section 4. "**Common Area Facilities**" Nothing shall be altered or constructed or removed from the Common Area except upon the written consent of The Board of Trustees.

Section 5. "**Pets and Other Animals**" No barn, coop, shed, sty or building of any type shall be constructed, kept, maintained or permitted for the purpose of housing pigs, cows, sheep, goat, horses, poultry, or livestock at any place within the limits of the Property. Each Lot owner may keep and maintain two (2) common household pets.

All household pets are prohibited from roaming free on the common areas. They must be leashed, and not cause any nuisance to other Lot Owners or the common areas. Failure to abide by these terms and any additional rules and regulations promulgated by The Board of Trustees may result in fines and/or the removal of the household pet from the Community.

Section 6. "**Rubbish and Waste**" No rubbish shall be stored or allowed to accumulate anywhere on the Property, except in sanitary containers and at such locations as The Board of Trustees shall determine from time to time.

Section 7. "**Insurance Rates**" Nothing shall be done or kept on the Property which will increase the rate of insurance on any property insured by the Association without the approval of The Board of Trustees, nor shall anything be done or kept on the Property which would result in the cancellation of insurance on any property insured by the Association, or which would be in violation of any law.

Section 8. "**Front Window Treatment**" No blinds, draperies, or other window coverings or treatments shall be permitted with respect to Dwelling Units' windows which face any road, whether public or private, except those which are conservative in style and neutral in color or otherwise approved by the Architectural Committee.

Section 9. "**Rental or Lessees**" Any Dwelling Unit at the Vistas at Riverbend may not be renter occupied in whole or in part. Exceptions may be made as approved by The Board of Trustees for "hardship" cases (see Rules & Regulations).

Any Homeowner who has previously been approved for rental has grandfathered rights. If a transfer or sale of the said property occurs, the grandfathered rights terminate.

Section 10. "**Other Structures**" No outbuilding shall be constructed on any Lot and nothing shall be placed upon the roof of any home constructed on a Lot.

ARTICLE X
DAMAGE OR DESTRUCTIN TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction to the Common Area, the Association shall cause such Common Area to be repaired and any Improvement thereon to be reconstructed substantially as it previously existed.

(b) If the insurance proceeds are insufficient to effect total restoration, the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Lot Owners in accordance with provisions of Article VI of this Declaration.

(c) Each Owner shall be liable to the Association for any damage to the Common area not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, including minors and adults. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several.

ARTICLE XI
GENERAL PROVISIONS

Section 1. "**Enforcement**" This Declaration, the Articles, and the By-laws may be enforced by The Board of Trustees as follows:

(a) Breach of any of the covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, by the Association, or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney fees in an amount as the court may deem reasonable in favor of the prevailing party, as well as the amount of any delinquent payments, interest thereon, and cost of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations are violated in whole or in part is hereby declared to be and constitutes a nuisance. Every remedy allowed by law or equity against a nuisance, either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association, or its successors-in-interest.

(c) The remedies herein provided for breach of the Covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The remedies herein provided for breach of the Covenants contained in this Declaration, the Association By-Laws, or the Association Rules and Regulations shall not constitute a waiver of the right to enforce the same thereafter.

Section 2. "**Severability**" Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. "**Interpretation**" The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of a residential community and for the maintenance of the residential community. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 4. "**Amendments**" The Articles of Incorporation and this Declaration may be amended only by the affirmative vote or written consent of the Owners holding not less than two thirds (40 membership votes) of the voting power of the Members.

Section 5. "**No Public Right or Dedication**" Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or part of the Property to the Public, or for any public use.

Section 6. "**Reservation of Easements**" Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners and Riverton City for the control, maintenance, and repair of the utilities and storm drains of adjoining Lot Owners. For the benefit of all of the

real property in the Property and Owners, the Association expressly reserves reciprocal easements of access, ingress and egress over all Lots and over the Common Area for the use and enjoyment of the Lots in accordance with this Declaration, including without limitation for installation and repair of utility services, for drainage over, across, and upon adjacent Lots for water resulting from the normal use of adjoining Lots, and for maintenance and repair of any Dwelling Unit or landscaping located on any lots. Such easements may be used by the Association, its successors, purchasers and all Owners, their guests, and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other lots. Each Owner of a Lot shall make adequate provision for drainage with the approval of Salt Lake County in the event he changes the established drainage over his Lot. For purposes of this Declaration, "Established Drainage" on any Lot is defined as the drainage conveyed to a purchaser from the Developer. The Association further expressly reserves for the benefit of the Association, its agents and employees' easements of access, ingress and egress over the Lots and the Common Area for the purpose of maintaining, repairing and installing sewer pipelines and laterals, cable television facilities, and telephone lines in accordance with the provisions of this Declaration. As otherwise provided by law, The Association, as well as Owners of Lots and all others who shall come in contact with the Property, shall use reasonable restraints with regard to the Property when exercising any rights granted under this paragraph. Due regard shall be given to the aesthetic value, beautification, upkeep, and maintenance of all the Property, and the use and enjoyment by an Owner of his Lot.

Section 7. "**Notices**" Any notice permitted or required to be delivered, as provided herein, shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such an address may be changed from time to time by notice in writing to the Association.

Section 8. "**Reservation of Certain Side Yard Use Easements**" Easements for the benefit of certain Lots, as the same may be set forth in the plat map or in deeds conveying title to the said Lots shall be reserved for the benefit of the adjoining Lot Owner for maintenance and repair of the adjoining Lot Owner's Dwelling Unit or landscaping. In addition, such easements may be used by the adjoining Lot Owner, its successors and purchasers and all their guests, tenants, lessees and invitees, residing in or temporarily visiting the adjoining lot, for pedestrian access and such other purposes reasonably necessary for the use and enjoyment of the adjoining Lot.

Section 9. "**Arbitration Required**" Any contracts into which the Association enters shall provide for arbitration. In the event of a dispute which cannot be resolved by the parties, advance written notice to the disputing party or parties, setting forth the issues in dispute, shall be delivered within ten (10) business days. Any unresolved dispute shall be submitted to binding arbitration by a member of the American Arbitration Association. All costs of the arbitration shall be equally shared by the parties, excluding attorney fees, which shall be the sole responsibility of the party incurring such fees.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for The Vistas at Riverbend Homeowners' Association, a Planned

Signed by [Signature] Date 4/13/2024

HOA President

Notarized by _____

In the County of Salt Lake State of Utah, on this 13th day of April, 2024, before me, the undersigned notary, personally appeared Ronald Brent Christensen who proved to me his/her identity through documentary evidence in the form of a UTAH DRIVER LICENSE, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

[Signature]
Notary Signature and Seal

